

1. **Date:** **day of November 2025**
2. **Nature of document:** **Deed of Conveyance**
3. **Parties:**

3.1 Owner/Vendor:

1) **SHEIKH NASIRUDDIN**, son of Sheikh Zahooruddin, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. 153, Park Street, 2nd Floor, Flat No.7, Kolkata-700017 under P.O. Circus Avenue & P.S. Beniapukur and 2) **SHABNAM NASEER**, wife of Sheikh Nasiruddin, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. 153, Park Street, 2nd Floor, Flat No.7, Kolkata-700017 under P.O. Circus Avenue & P.S. Beniapukur acting through its constituted attorney **KZAR CITYLIGHTS LLP**, a Limited Liability Partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 63 Rafi Ahmed Kidwai Road Kolkata-700016 under P.O. and P.S. Park Street appointed vide Development Power of Attorney dated 29th day of January 2024 duly registered in Book-I, Volume Number 1904-2024, Page from 93505 to 93521, Being No. 190401198 for the year 2024 at the office of Additional Registrar of Assurance-IV, Kolkata, represented by its designated partner **MISBAHUDDIN RASOOL**, son of Gholam Rasool, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. 52 Bright Street, Flat No.1D, 1st Floor Kolkata-700017 under P.O. Circus Avenue & P.S. Karaya, hereinafter collectively called and referred to as the **“OWNER/VENDOR”** of the **FIRST PART** ;

3.2 Allottee/Purchaser:

_____, son of _____, aged about ____ years, by faith _____, by occupation Business, being Citizen of India and residing at _____ under Post Office _____ and Police Station _____ hereinafter called and referred to as the **“ALLOTTEE/PURCHASER”** of the **SECOND PART** ;

3.3 Promoter/Developer/Confirming Party:

KZAR CITYLIGHTS LLP, a Limited Liability Partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Premises No. 63 Rafi Ahmed Kidwai Road Kolkata-700016 under P.O. & P.S. Park Street represented by its designated partner **MISBAHUDDIN RASOOL**, son of Gholam Rasool, by faith Islam, by occupation Business, being Citizen of

India and residing at Premises No. 52 Bright Street, Flat No.1D, 1st Floor Kolkata-700017 under P.O. Circus Avenue & P.S. Karaya, hereinafter called and referred to as the "**PROMOTER/DEVELOPER**" of the **THIRD PART**.

3.4 The term "**Owner/Vendor**" shall, unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns.

3.5 The term "**Purchaser**" shall mean and include:

- (a) If he/she be an individual; then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.
- (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- (c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.
- (d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- (e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.

3.6 The term "**Promoter/Developer**" shall, unless repugnant to the context or meaning thereof be deemed to mean and include its legal representatives, successors-in-interest/office, nominees and assigns.

4. Definitions:

The following terms and expressions shall in this Deed have the respective meanings assigned to them herein below, unless the same be contrary to or repugnant to the subject or context.

4.1 Act means the Real Estate (Regulation and Development) Act, 2016 (Act No.16 of 2016 dated 26.3.2016).

- 4.2 Agreed Consideration** shall mean the consideration mentioned in Schedule-F hereto paid by the Purchaser for purchase of the said Unit.
- 4.3 Agreement** shall mean the general terms and conditions of allotment of the said Unit for purchase by the Purchaser.
- 4.4 Architects** shall mean the person as engaged and/or appointed by the Owner/Developer as the Architects for the Building.
- 4.5 Association** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner/Developer and the representatives of the Unit Owners and be formed or incorporated at the instance of the Owner/Developer for the Common Purposes with such rules and regulations as shall be framed by the Owner/Developer.
- 4.6 Building** shall mean the new commercial building having G+IV upper floors and other constructions that have been constructed on the Premises by the Developer in terms of the Plans.
- 4.7 Built-Up Area** in relation to a Unit shall mean the plinth area of that Unit and also the thickness of the walls (external or internal), the columns and pillars therein, Provided That, if any wall, column or pillar be common between the two Units, then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Units.
- 4.8 Carpet Area** means the net usable floor area of the Unit excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandas area if any and exclusive open terrace if any but includes the area covered by the internal partition walls of the Units.
- 4.9 Common Expenses** shall include all expenses for the management, maintenance and upkeep of the Building, the Common Portions therein and the Premises and the expenses for Common Purposes of the Unit Owners as indicated in Part IV of Schedule-E hereto and shall be payable proportionately by all Unit Owners including the Purchaser periodically as Maintenance Charges and shall also include the Goods and Service Tax and/or other tax or levy payable in respect of the same.

- 4.10 Common Portions** shall mean the common areas, facilities and installations in the Building and the Premises which are mentioned in Schedule-C hereto and are meant for common use and enjoyment of the Unit Owners.
- 4.11 Common Purposes** shall include the purpose of managing and maintaining the Premises, the Building and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.
- 4.12 Corporation** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- 4.13 Date of Access** shall mean the date on which the Purchaser was allowed access to the said Unit for the purpose of Internal Unit Finishing.
- 4.14 Unit** shall mean any Unit and/or other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Unit Owner and together with the right to park medium sized car in a Parking Space, if any, appurtenant thereto and together with the undivided, impartible, variable, proportionate share or interest in the Common Portions with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Unit.
- 4.15 Land** shall mean All that piece and parcel of Land measuring 14 (fourteen) Cottahs, 14 (fourteen) Chittacks more or less, situated, at and presently being Municipal Premises No. 15 Bal Mukund Mackar Road, Kolkata 700007 within Police station Burrabazar and Ward No. 041 of the Kolkata Municipal Corporation.
- 4.16 Maintenance Agency** shall mean initially the Owner/Developer and shall include any entity/agency appointed by the Owner/Developer for the Common Purposes and shall ultimately mean the Association formed in terms of this Deed.
- 4.17 Maintenance Charges** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency.

- 4.18 Open Terrace** shall mean the open terrace attached and/or appurtenant to any Unit and having access from such Unit only and meant to be owned, used and enjoyed exclusively by the owner of such Unit without any right to make any construction thereon.
- 4.19 Parking Spaces** shall mean the open/covered spaces on the ground floor and/or in the basement allotted for parking of medium sized cars including back to back parking if any.
- 4.20 Plan/Plans** shall mean the plans of the Building which have been sanctioned and approved by the Corporation vide Building Permit No. 2025050007 dated 15.09.2025 and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein, if any, as well as all revisions, renewals and extensions thereof, if any.
- 4.21 Premises** shall mean the Municipal Premises No. 15 Bal Mukund Mackar Road, Kolkata 700007 within Police station Burrabazar, and more fully described in Schedule-B hereto and containing the Land and the same shall wherever the context permits also include the Building.
- 4.22 Project** shall mean the work of development of the Premises, construction and completion of the Building and marketing and sale of the Units and other rights.
- 4.23 Proportionate** with all its cognate variations shall mean such ratio, the Carpet Area of any Unit be in relation to the Carpet Area of all the Units in the Building.
- 4.24 Regulations** shall mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- 4.25 Rules** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 (w.e.f 27.7.2021) Notification No, 1-GN-HO-15/1/2021-LAW CELL- Deptt of HO 27th July 2021.
- 4.26 Said Unit** shall mean the Unit described in **Part-I of the Schedule-G** hereto.
- 4.27 Said Unit** shall mean the said Unit, the said Parking Space if any, the undivided, impartible, variable, proportionate share or interest in the Common Portions with right to use and enjoy the same in common and wherever the context so intends or permits, shall also include the said Undivided Share.

- 4.28 Said Parking Space** shall mean the right to park medium sized car(s) described in **Part-II** of the **Schedule-G** hereto.
- 4.29 Nomination Agreement** means the Agreement for Nomination in respect of the said Unit if any executed by and between the parties for the purpose of nomination and transfer of the said Unit on the agreed terms as morefully described therein.
- 4.30 Said Undivided Share** shall mean the proportionate, variable, undivided, indivisible and impartible share in the Land comprised in the Premises which is attributable to the said Unit.
- 4.31 Section** shall mean a section of the Act.
- 4.32 Chargeable Area for Maintenance** shall be the carpet/covered area comprised in independent units exclusively meant for the Allottees of the respective units together with the proportionate area comprised in common parts and common portions like all amenities, facilities, landscape areas if any, service road and common passages built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, maintenance offices or stores, security or fire control rooms and architectural features all of which if provided and all other common areas as agreed between the Promoter and Allottee in this Deed of Conveyance for which proportionate cost has been collected from the Allottees.
- 4.33 The Unit** shall mean any semi-commercial/commercial Unit together with Open Terrace, if any, appurtenant thereto, or any other covered space in the Building, which is capable of being exclusively owned, used and/or enjoyed.
- 4.34 Undivided Share** in relation to a Unit shall mean the proportionate, variable, undivided, indivisible and impartible share in the Land comprised in the Premises that is attributable to the Unit concerned.
- 4.35 Unit Owners** shall according to the context, mean all purchasers and/or intending purchasers of different Units in the Building and shall also include the Owner/Developer (and its transferees) in respect of such Unit(s) which may be

retained and/or not alienated and/or not agreed to be alienated by the Owner/Developer.

4.36 Masculine Gender including the pronouns referring thereto shall include the feminine and neuter gender and vice versa.

4.37 Singular Number shall include the plural number and vice versa.

5. Subject Matter of Sale:

Sale on ownership basis of the said Unit (described in **Schedule-G**) at Municipal Premises No. 15 Bal Mukund Mackar Road, Kolkata-700007 within Police station Burrabazar, described in Schedule-B (Premises) subject to the mutual easements and restrictions mentioned in this Deed including in Schedule-D hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in Clause 7.1, Clause 7.3 and Schedule-E.

6. Background:

6.1 The details of the title in respect of the Premises in favor of the Owner is mentioned in Schedule-A (Title).

6.2 The Owner/Vendor being desirous to develop the said property for commercial exploitation resolved to develop the said property through a reputed Promoter/Developer company having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city.

6.3 The Owner/Vendor entered into a Development Agreement dated 29th day of January 2024 with the Promoter/Developer herein being one of the known high ranking real estate developer and promoter in the city registered in the office of the A.R.A-IV, Kolkata in Book No. I, Volume No. 1904-2024, Page from 93647 to 93696, Being No. 190401186 for the Year 2024 hereinafter referred to as the "said development agreement" and pursuant to same executed a registered Development Power of Attorney dated 29th day of January 2024 registered in the office the A.R.A-IV, Kolkata in Book No. I, Volume No. 1904-2024, Pages from 93505 to 93521 Being No. 190401198 for the year 2024 whereby and where under the Owner/Vendor have engaged, appointed, authorized, allowed, permitted and empowered the Promoter/Developer herein inter alia to act as Developer of the said premises for development thereof on joint venture basis by carrying out lawful work of demolition of old building/structures and undertaking lawful work of construction of a new

multi-storied building in accordance with the Building Plan which has been sanctioned under the provisions of the K.M.C Act, and Building Rules framed there under entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration stated therein.

6.4 Pursuant to and in terms of the said Development Agreement the Developer obtained sanction of Building Plan bearing B.P. No - **2025050007** dated – **15.09.2025** from the office of the Kolkata Municipal Corporation under provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and Building Rules framed there under for construction of one G+V upper floors commercial building and its common amenities and facilities appertaining thereto on the land comprised in the said premises and duly carried the work of construction of the said new building to be comprised of several self contained units, car parking and other transferable spaces capable of holding, occupying and enjoying independent of each other and construction completed in accordance with the aforesaid sanctioned building plan at the Developer's own costs, expenses and responsibility.

6.5 The Owner/Vendor has registered the Project under The Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority at Kolkata on _____ under Registration No. .

6.6 By virtue of aforesaid the Owner/Developer are absolutely seized and possessed of or otherwise well and sufficiently entitled inter-alia to **ALL THAT** one self contained commercial unit, containing by estimation carpet area of _____square feet, covered area of _____square feet, CAM area of _____
square feet little more or less comprising of _____ with tiles flooring on the _____th **Floor** and _____ covered car parking space on the ground floor/basement of the said building named as "**KALIM BUSINESS PARK**" on the land comprised in the Premises No. 15, Bal Mukund Maccar Road, Kolkata 700007 within Police station New Market, as more fully and particularly described in Part-I & Part-II of the Schedule-G.

6.7 The said property/land is earmarked for the purpose of building a commercial project comprising G+V upper floors commercial building and the said project shall be known as "**KALIM BUSINESS PARK**".

6.8 The Purchaser approached the Vendor/Developer with the intention to acquire on ownership basis ALL THAT one self contained commercial unit No._____ having carpet area of _____ sq. ft., covered area of _____ sq. ft., CAM area of _____ sq. ft., on the _____th Floor of the Building as sanctioned by the Kolkata Municipal Corporation TOGETHER WITH an undivided proportionate indivisible variable share or interest in the land comprised in the Premises AND FURTHER TOGETHER WITH an undivided proportionate indivisible share in all common parts, portions areas facilities utilities amenities etc. (including the Common Portions more fully and particularly mentioned and described in the SCHEDULE C hereunder written) TOGETHER WITH _____ car parking space on the Ground Floor/Basement hereinafter called and referred to as the said Unit AND TOGETHER WITH the undivided proportionate indivisible variable share or interest in the land forming part of the Premises appurtenant and/or allocable thereto. The Purchaser accordingly agreed to purchase the said Unit from the Vendor/Developer for a total Agreed Consideration of Rs. _____/- excluding the applicable GST amount.

6.9 By The Purchaser confirms that after being independently satisfied about the right, title and interest of the Owner/Vendor in respect of the Premises, the Plans sanctioned by the Corporation and the necessary approvals and permissions and the actual constructions (including the quality and specifications thereof, the Built-up and CAM Areas of the said Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Building, the Common Portions and the said Unit), the Purchaser has been accorded with the access to the said Unit for the purpose of completing Internal Unit Finishing in terms of the Agreement at their own costs. In case anything is pending or incomplete, then the same shall be the exclusive responsibility, obligation and liability of the Purchaser. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives his right, if any, to do so. The Purchaser declares and confirms that the construction of the Building including the said Unit and the Common Portion is complete in all respects to the satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Owner/Developer has complied with all its obligations and that the Purchaser has no

complaint or claim whatsoever against the Owner/Developer on any account whatsoever and the Purchaser also waives his right, if any, in this regard.

6.10 The Purchaser has entered into this Deed and is purchasing the said Unit/Demised Property with full knowledge of all laws, rules, regulations, notifications applicable to real estate projects in general and this Project in particular. The Purchaser hereby undertakes that he shall comply with and carry out, from time to time all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Unit at their own costs.

7. NOW THIS INDENTURE WITNESSES:

7.1 Transfer: The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions mentioned below.

(a) In consideration of the Purchaser having paid the Agreed Consideration (mentioned in Schedule-F) to the Vendor/Developer, and the Owner hereby covenant with the Purchaser that the Vendor/Developer has received the Agreed Consideration (mentioned in Schedule-F) and acknowledges the receipt thereof in the Memo of Consideration hereunder, the Owner doth hereby sell convey and/or transfer to the Purchaser the following:

I. The Unit described in Part-I of Schedule-G (said Unit).

II. Right to park medium sized car(s) in the said Parking Space described in Part-II of Schedule-G (said Parking Space).

III. Proportionate, variable, undivided, indivisible and impartible share in the Common Portions described in Schedule-C hereto with right to use and enjoy the same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Unit Owners and/or occupiers of the other portions of the Building in respect of the same.

IV. Said Undivided Share.

(b) The term 'the said Unit' wherever used in this Deed shall include all the properties and rights mentioned in Clause 7.1 (a) hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one commercial unit.

(c) None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no right, title or interest whatsoever in respect of the following:

- I. All portions of the roofs of the Building at the Premises;
- II. Open and covered spaces in the Building and the Premises not included in the Common Portions mentioned in Schedule C hereto;
- III. Other semi-commercial Units, commercial Units and Parking Spaces in the Building and/or the Premises;
- IV. Right of further construction on any part of the land comprised in the Premises or of raising of additional floor/storey/construction over the roof of the Building.

(d) In respect of the Units, other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Owner/Developer shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Owner/Developer in its absolute discretion, without any reference to or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes and covenants not to raise for any reason any claim or create or cause to be created, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

(e) Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Owner/Developer is/are retaining rights in the Premises and the Building and accordingly the Owner/Developer and/or its transferees shall continue to be entitled to use and utilise the Common Portions mentioned in **Schedule-C** hereto.

(f) The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Owner/Developer from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.

(g) The Owner/Developer shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, LED signage, etc. without being required to pay any charges for the same and neither the Unit Owner nor the Association nor any other entity shall be entitled

to object or to hinder the same in any manner whatsoever. The Owner/Developer shall however make payment of the electricity consumed regarding the above on actuals.

(h) The Purchaser shall use and enjoy the said Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or the Owner/Developer.

(i) Only the Common Area shall be meant for common use and form part of Common Portions. The Common Area includes the areas of the staircase, lift well and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required.

(j) The Owner/Developer shall be entitled to develop and/or commercially exploit any lands that may be adjoining and/or adjacent and/or contiguous to and/or accessible from the Premises and/or any portion thereof (hereinafter referred to as "the Adjoining Properties") and for such purpose shall be entitled/authorised to use and utilize the Premises as a means of access to the Adjoining Properties and to do all things as may be necessary for the purpose thereof including to apply for and obtain all sanctions, licenses, registrations, no-objections, approvals, etc. from the Corporation or any other authority. The Owner/Developer shall be entitled to acquire the adjoining plot and/or plots of land and amalgamate the same with the land comprised in Premises No. 15, Bal Mukund Mackar Road, Kolkata-700007 within Police Station Burrabazar and shall be further entitled to all future exploitation of the premises upon pre-approval from Kolkata Municipal Corporation to make all kinds of construction at the premises and to make additional construction (both horizontal and vertical) at any part of the land of the premises and to connect and join all walls pipes, gas pipes, soil pipes, water facilities of the added/further constructed units and constructions with those now existing in the existing buildings/constructions under completion without any dispute, claim right or objections of the Purchaser and for the said purpose the Owner/Developer shall be entitled to consume water from Complex for the carrying on and completing the all constructional activities and to connect as above, and to deal with all such constructed/saleable areas and allow and give the rights of use and enjoyment of internal paths passages common portions

ways and communications, cablings, etc existing in the complex without any dispute claim and objection of the Purchasers. In such case the proportionate undivided indivisible variable share of the Purchaser in the land below/beneath the building and common portions facilities and common areas shall stand varied and reduced, the Purchaser shall not be entitled to claim abatement/reduction in the consideration money or claim any compensation.

(k) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Portions that remains unsold shall belong exclusively to the Owner/Developer and the Owner/Developer shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.

(l) Non-enforcement of any right by the Owner/developer or any indulgence granted by the Owner/Developer to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the Owner/Developer.

(m) If at any time there be imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including service tax and/or Goods & Service Tax) under any statute or regulation on the Premises, the Building and/or the said Unit or on the construction or transfer of the said Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Owner/Developer or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Unit and proportionately in respect of the Premises, the Building and the Common Portions, without raising any objection thereto. The Owner/Developer shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Owner/developer and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Owner/Developer shall be entitled to recover the same from the Purchaser.

(n) The Purchaser shall be entitled to Have and to Hold the said Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any

hindrance relating to the rights of any other Unit Owner and/or the Owner/developer.

(o) The sale of the said Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in Schedule-D hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in Clause 7.1, Clause 7.3 and Schedule-E hereto, which shall be covenants running with the said Unit in perpetuity.

(p) The Purchaser shall be entitled to the reversion or reversions remainder or remainders and all rents issues and profits of and in connection with the said Unit and all the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Owner into out of or upon the said Unit hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be together with all legal incidents thereof.

(q) The Purchaser shall have exclusive ownership of the said Unit and common ownership of the Common Portions and the said Land comprised in the Premises.

(r) The Purchaser shall also have undivided proportionate share in the Common Portions Since the share/interest of the Purchaser in the Common Portions is undivided and cannot be divided or separated. The Purchaser shall use the Common Portions along with other Unit Owners, occupants, maintenances staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Portions shall always be subject to the timely payment of Maintenance Charges, Common Expenses and other charges, as applicable.

(s) The Purchaser is purchasing the said Unit on the specific understanding that his right to use the Common Portions shall be subject to timely payment of the Maintenance Charges, Common Expenses and other charges, as determined and billed by the Owner/Developer and/or the Maintenance Agency and/or the Association and performance by the Purchaser of all his obligations and the terms and conditions specified by the Owner/Developer and/or the Maintenance Agency and/or the Association from time to time.

(t) The Owner/Developer and/or the Maintenance Agency and/or the Association shall have rights of unrestricted access of all Common Portions, garages/open and covered parking spaces for providing necessary maintenance services and the

Purchaser agrees to permit the Owner/Developer and/or the Maintenance Agency and/or the Association to enter into the said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

(u) The service areas and/or open/covered spaces, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per Plans. The Purchaser shall not be permitted to use the services areas and and/or open/covered spaces in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Agency and the Association for rendering maintenance services.

(v) The Purchaser shall be solely responsible to maintain the said Unit at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Unit, or the Common Portions which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project or Common Portions. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the Common Portions. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the said Unit. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Developer and thereafter the Association/

Maintenance Agency. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

(w) Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby declared and confirmed that as between the Purchaser, the Purchaser shall by virtue of this Deed of Conveyance purchase and become the owner of the said Unit.

7.2 Covenants of the Owner:

7.2.1 The Owner hereby covenants with the Purchaser that it:

(a) has the right to sell, transfer and convey the said Unit to the Purchaser free from all encumbrances;

(b) shall, at the costs and requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Unit to unto and in favour of the Purchaser.

7.2.2 The Owner hereby covenants with the Purchaser that the Owner shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance in respect of the said Unit.

7.2.3 The owner hereby further covenants that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in Schedule-D and with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule E**, peaceably own, hold and enjoy the said Unit.

7.2.4 The Owner has represented to the Purchaser as follows:

i) the entirety of the Premises is free from all encumbrances and charges;

iii) The owner herein is the sole and absolute lawful owner, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Premises and each and every part and/or portion thereof;

iv) No part or portion of the Premises is subject to any notice of acquisition and/or requisition and/or the subject matter of alignment either by the Government of West Bengal, Kolkata Metropolitan Development Authority, Kolkata Municipal Corporation, or the Government of India, or any other authority or authorities appointed in this regard by the Central and State

Governments and the Owner neither has any knowledge nor notice about the same;

v) that in any circumstance or event within the knowledge of the Owner prevented and/or prevents and/or casts any embargo on the absolute right, title and interest of the Owner to/in/over/in respect of the Premises, and further none of the above mentioned in any manner curtail the rights of the Owner to deal with any part or portion of the Premises; and

vi) The Owner is hereby transferring and conveying in favour of the Purchaser the said Unit free from all encumbrances; and

vii) The Owner herein has assured that the provisions of the Real Estate (Regulation and Development) Act, 2016, are being and shall be complied with by the Owner if and when required.

7.2.5 The Owner shall compensate the Purchaser in case of any loss caused to him due to defective title of the land on which the Building containing the said Unit has been constructed that is known to the Owner but has not been disclosed to the Purchaser or which the Purchaser could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Owner be liable for any defective title not created by the Owner and/or any defect that existed prior to the purchase of the land by the Owner.

7.2.6 It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Owner/Developer within a period of 5 (five) years by the Purchaser from the date of the Completion Certificate, the Owner/Developer shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner's/Developer's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Owner/developer shall not be liable under any

circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Units by the Unit Owners including the Purchaser herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any must be certified by the Architects that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and due to any additions, alterations and/or modifications, etc. made by any of the Unit Owners and/or occupants of the Building. The decision of the Architects shall be final and binding on the parties.

7.3 Covenants of the Purchaser:

7.3.1 The Purchaser agrees, undertakes and covenants to:

(a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in **Clause 7.1. Clause 7.3 and Schedule-E;**

(b) pay wholly in respect of the said Unit and proportionately in respect of the Premises and the Building, the Common Expenses, Maintenance Charges, Electricity Charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Corporation taxes, betterment and/or development charges under any statute, rule or regulation, etc that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer, ownership and/or maintenance of the said Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Owner/Developer shall not be liable for the same under any circumstance;

(c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Unit and ensure that those to the other Units are not adversely affected by any acts or defaults of the Purchaser,

(d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Building and/or the transfer, sale

or disposal of any other Unit or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the Owner/developer may suffer in this regard;

(e) not raise any objection or make any claim against the Owner/Developer regarding the construction and/or the completion of the Building and/or the said Unit or regarding the already verified calculation of Built-up Area and/or the CAM Area of the said Unit and/or regarding any of the matters/items mentioned in Clause 6.6 hereinbefore;

(f) not question the quantum or apportionment of the Common Expenses mentioned in Part-IV of Schedule-E hereto (Common Expenses) or the basis thereof or any other matter;

(g) not object and/or cause any hindrance, objection or disturbance to the user of the Common Portions (mentioned in Schedule-C) by the Owner/Developer/Unit Owners/ tenants/occupants of other Units;

(h) not claim any right over and/or in respect of the roofs of the Building and that too only to the extent and subject to the conditions mentioned in this Deed;

(i) not raise any objection or claim against the Owner/Developer or create any hindrance or obstruction in relation to the rights and entitlements of the Owner/Developer or any of them;

(j) comply with and honour the mutual easements and restrictions mentioned in Schedule-D,

(k) pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance; and

(l) pay all future betterment/development charges etc. relating to the said Unit and/or the Premises.

7.3.2 The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.

7.3.3 The Purchaser shall pay the Corporation taxes in respect of the said Unit from the date of execution of this deed. All other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Unit including Maintenance Charges, other impositions, outgoings and expenses etc. shall be w.e.f from the Date of Possession.

7.4 Completion of Construction and Possession:

7.4.1 The owner has granted access to the said Unit. Simultaneously with the execution of this Deed, the Owner has handed over physical khas possession of the said Unit to the Purchaser ("Date of Possession") The Purchaser has taken possession of the said Unit after inspection and fully satisfying himself in all respects with the Plans sanctioned by the Corporation, construction of the Building, the Common Portions and the said Unit (including the quality and specifications thereof, the built up area and the CAM area of the said Unit, the workmanship, specifications, quality of materials used and the structural stability of the Building) and confirms that he has no claim of whatsoever nature against the owner on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Owner/Developer under any circumstances whatsoever.

7.4.2 The Purchaser is entitled to use and occupy the said Unit for commercial and other lawful purposes and for no other purpose.

7.4.3 On and from the Date of Possession the Purchaser is responsible for the internal security of the said Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The owner shall not have any responsibility or liability whatsoever in this regard.

Schedule-A

(Title)

- A) One Sarat Chandra Mullick by virtue of two deeds of Indenture both dated 8th June 1926, being Deed No. 2347 and 2346 of 1926 became the absolute owner of Plot No. 15 and 15/1 of the Scheme framed for improvement of the then Calcutta city by the Trustees for the improvement of Calcutta. It is mentioned that the total area as per two deeds were 15 Cottahs 11 Chittacks 04 Square feet;
- B) The said Sarat Chandra Mullick amalgamated the two plots then Calcutta Corporation (then it was) and the plot was renumbered as 15, Bal Mukund Makkar Road, Kolkata-700007 and had duly mutated his name in the then Calcutta Corporation. The said Sarat Chandra Mullick had constructed a two-storied building thereon sometime in an around 1931 and seized and possessed the said property and enjoyed the property throughout his life time as an absolute owner thereof;
- C) The said Sarat Chandra Mullick who was a Hindu governed by Dayabhaga School of Hindu Law died on the 8th day of May, One Thousand Nine Hundred and Fifty Seven having previous thereto made and published his last Will and Testament and a Codicil respectively dated the 18th day of April, 1956 and 18th day of February, 1957 bequeathing his properties as therein contained and appointing his only son Tarak Nath Mullick as the Executor of his Will and Codicil;
- D) The Will and Codicil of the Testator above named were duly proved in the High Court, Calcutta and the respective grants of Probate of the said Will and Codicil were issued by the said Court on 11th day of February, 1959 and the 4th day of June, 1963;
- E) By way of aforesaid Codicil dated 18th February, 1957 the above named Testator bequeathed to his daughter-in-law Bedana Mullick (since deceased) inter alia the Premises No. 15, Bal Mukund Makkar Road, Kolkata-700 007, absolutely;
- F) The above named Executor of the said Will and Codicil of Sarat Chandra Mullick had since accented to the said Bedana Mullick (since deceased) the aforesaid legacy under the said Codicil dated 18th February, 1957;
- G) Furtherance of the above, the above-named Executor namely Tarak Nath Mullick of the Will and Codicil of Sarat Chandra Mullick by a Deed of Transfer dated 26th March, 1968 duly registered in Registrar of Assurances, Kolkata by Book No.-I, Volume No.

74, Being No. 1459, pages from 141 to 145 of 1968 had transferred the said premises No 15, Bal Mukund Makkar Road, Kolkata-700007 particularly described in the Schedule here under written unto the said Bedana Mullick as absolute owner and legatee under the aforesaid Codicil dated 18th Februray, 1957;

- H) In the premises aforesaid the said Bedana Mullick, wife of Tarak Nath Mullick became the absolute owner of the premises No. 15, Bal Mukund Makkar Road, Kolkata-700007;
- I) The said Bedana Mullick by two registered Deeds of Gift both dated 26th March, 1968, duly registered in Registrar of Assurance recorded in Book No. I, Volume No. 61, Being No. 1460, Pages 72 to 78, and Book No. I, Volume No. 39, Being No. 1461, pages 283 to 289 had transferred by way of absolute and unconditional gift divided and demarcated portion marked as lot A & C in the Plan annexed therein bordered Red and Blue respectively to Sekhar Nath Mullick and Somenath Mullick of the premises No. 15, Bal Mukund Makkar Road, Kolkata – 700 007 more fully described in Schedule appended to the said Deeds of Gift and the Plans annexed therein. The said deceased Bedana Mullick retained the lot “B” of the said premises as her own property;
- J) The said Tarak Nath Mullick died intestate on 22.04.1993 leaving behind his wife Bedana Mullick and three sons namely Amar Nath Mullick (since deceased), Sekhar Nath Mullick and Somenath Mullick;
- K) During her lifetime Bedana Mullick executed a registered Will and Testament dated 4th September, 1995 inter alia bequeathed her undivided 30th part out of her 35% share of the property of 15, Bal Mukund Makkar Road, Kolkata – 700 007 to her son Somenath Mullick and 5th part share out of her undivided 35% share to Sekhar Nath Mullick in the said property as such Somenath Mullick would get 60% and Sekhar Nath Mullick would get 40% of the undivided share of the property;
- L) The said Bedana Mullick died on 07.12.2007. Upon the death of Bedana Mullick, Somenath Mullick being the Executor of last Will and Testament of Bedana Mullick applied for grant of Probate of the said Will before the Hon’ble High Court at Calcutta being PLA No. 73 of 2009. The other two sons of Bedana Mullick (since deceased), Sri Amar Nath Mullick and Sri Sekhar Nath Mullick challenged the said Will by way of filing caveat. Thus, to prove the last Will and Testament dated 4th

September, 1995 of Bedana Mullick (since deceased) the PLA No. 73 of 2009 had been converted to a Suit which was subsequently numbered as TS 11 of 2016;

M) The contesting parties to the Suit filed an application being GA No. 2490 of 2016 has attached a term of settlement between the parties in litigation along with the application. On the basis of such terms of settlement attached with the joint application being GA No. 2490 of 2016 Probate of the last Will and Testament dated 4th September, 1995 of Bedana Mullick, since deceased, has been ordered and decreed by the Hon'ble Court at Calcutta,

N) as per point No. xiv of the terms of settlement attached as an Annexure "A" to the joint application being GA No. 2490 of 2016 reproduced as a Schedule in the drawn-up order and decree passed by the Hon'ble Justice Debangsu Basak of the Hon'ble High Court at Calcutta on the basis of the terms of settlement, it was specifically mentioned as follows:

"Undivided 35% share of the deceased in premises No. 15, Bal Mukund Makkar Road, Calcutta – 700 007 the plaintiff would be owner in respect of undivided 55% (30% his own share + 25th part or portion out of the share of the deceased) and the defendant No. 2 would be the owner in respect of undivided 45% (35% his own share + 10th part or portion of the share of the deceased)".

O) Somenath Mullick and Sekhar Nath Mullick became the absolute owner of the property as per the terms of settlement filed along with the joint application by the litigants before the Hon'ble High Court at Calcutta in the Probate of the last Will and Testament dated 4th September, 1995 of Bedana Mullick, since deceased, and granted by the Hon'ble High Court at Calcutta;

P) The said property at 15, Bal Mukund Makkar Road, Kolkata – 700 007 was requisitioned by the Government of West Bengal for the Department of Post (hereinafter referred to as "DOP") on a monthly rental basis and the rent was received by landlords of the property. At one point of time DOP has left the property deserted because the property became dilapidated and stopped paying rent and maintenance of the property. Thus, dispute and difference arose out of non-payment of rent by DOP and the said Sekhar Nath Mullick and Somenath Mullick got an award in their favour in this respect. DOP filed an application under Section 34 under Arbitration and Conciliation Act, 1996 before the Hon'ble High Court, Calcutta

being AP No. 1184 of 2013 which was ultimately settled by way of a joint petition filed by the litigants annexing a terms of settlement. As per the terms of settlement the Hon'ble Justice Krishna Rao of the Hon'ble High Court at Calcutta was pleased to dismiss the AP 1184 of 2013 as withdrawn;

- Q) In accordance with the terms of settlement the DOP requested the First Land Acquisition Collector to complete the process of de-requisition as per the provision of law and accordingly in pursuance of an order No. 491-LA dated 6th September, 2022 of the First Land Acquisition Collector, Kolkata read with Memo No. 3761/LA/3M-65/22 dated 29th August, 2022 of the Additional Secretary of Land & Land Reforms and Refugee Relief and Rehabilitation Department handed over the said 15, Bal Mukund Makkar Road, Kolkata-700007 to the Sekhar Nath Mullick and Somenath Mullick on 9th September, 2022;
- R) By a Deed of Conveyance dated 3rd day of August 2023 made between 1) Sekhar Nath Mullick and 2) Somenath Mullick therein jointly and severally referred to as the Vendors of the First Part and the Owner/Vendor herein therein referred to as the Purchasers of the Second Part and duly registered in Book-I, Volume No. 1904-2023, Page from 582736 to 582774, Being No. 190412267 for the year 2023, at the Office of the Additional Registrar of Assurance-IV, Kolkata, the said Vendors for the consideration therein mentioned and on the terms conditions and covenants stated therein conveyed, transferred, assigned and assured unto and to the Purchasers All that the piece and parcel of land, with two storied brick-built dilapidated structure standing thereon and land appurtenant thereto containing an area a little more or less 14 (fourteen) Cottahs 14 (fourteen) Chittacks and 0 (Zero) Sq. ft. together with covered constructed area more or less for residential use only 8587 Sq. ft. on the Ground Floor and 8726 Sq. ft. on the First Floor along with Tin Shed area of 795 Sq. ft. more or less along with vacant land appurtenant thereto, having cemented floor, lying and situated at 15, Bal Mukund Makkar Road and in Kolkata Municipal Corporation records also known as 15 Bal Mukund Mackar Road, Ward No.041, Assessee No.110410100149, Kolkata-700007, within Police Station Jorasanko, Post Office Burrabazar morefully described in the schedule thereunder written and delineated in the map or plan annexed thereto and bordered in colour Red thereon.

- S) The Owner after purchase of the aforesaid land caused mutation of their names in the record of the Kolkata Municipal Corporation.
- T) The Owner thus became entitled to All that the piece and parcel of land, with two storied brick-built dilapidated structure standing thereon and land appurtenant thereto containing an area a little more or less 14 (fourteen) Cottahs 14 (fourteen) Chittacks and 0 (Zero) Sq. ft. together with covered constructed area more or less for residential use only 8587 Sq. ft. on the Ground Floor and 8726 Sq. ft. on the First Floor along with Tin Shed area of 795 Sq. ft. more or less along with vacant land appurtenant thereto, having cemented floor, lying and situated at 15, Bal Mukund Makkar Road and in Kolkata Municipal Corporation records also known as 15 Bal Mukund Mackar Road, Ward No.041, Assessee No.110410100149, Kolkata-700007, within Police Station Jorasanko, Post Office Burrabazar.

Schedule-B

(Premises)

All that the piece and parcel of freehold Land measuring 14 (fourteen) Cottahs, 14 (fourteen) Chittacks more or less, together with G+V upper floors, commercial building, situated, at and being Premises No. 15 Bal Mukund Mackar Road, Kolkata-700007 within Police Station Burrabazar and Ward No.041 of the Kolkata Municipal Corporation and butted and bounded :

On the North by : 6 feet wide Public Lane;

On the South by : Bal Mukund Mackar Road;

On the East by : 8 feet wide Public Lane; and

On the West by : Premises No. 46 Muktaram Babu Street.

Schedule-C

(Common Portions)

SECTION A: (Common Portions and installations in respect whereof only right of user in common shall be granted):

- a) Lobbies, common passages and staircases of the Building and common paths in the Premises.
- b) Lift pits, chute and machine rooms of the lifts comprised in the Building.
- c) Common staff toilets on the ground floor of the Building.
- d) Common space on the ground floor.
- e) Common drains, sewers and pipes.
- f) Water supply.
- g) Common underground water reservoir and overhead water tank.
- h) Wires and accessories for lighting of Common Areas.
- i) Water Pump and motor.
- j) Lifts and lift machinery.
- k) Fire fighting equipment.
- l) Landscaped area.
- m) Close Circuit TV on the ground floor with central security surveillance.
- n) Fire Landing as per applicable rules.

SECTION-B (Common installations for which proportionate additional separate costs are to be paid by the Purchaser)

- a) Electrical installations relating to meters, transformer and/or substation if any, for receiving electricity from the Electricity Authority.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services.
- c) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section A hereinabove.

Schedule-D (Easements & Restrictions)

The Purchaser and/or the Unit Owners (including the Owner/Developer) shall be entitled to and also bound by the following easements and/or conditions:

1. The right of ingress to and egress from their respective Units over the Common Portions mentioned in Schedule-C.
2. The right of passage of wires, cables, pipes and drains and other equipment and utilities including connections for water, electricity, telephone, cable TV, etc. to and through each and every portion of the Premises including all the Units therein.
3. The right of support, shelter and protection of each portion of the Building by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Units in the Building or necessary for the use or enjoyment thereof by the Unit Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E** hereto.
5. The right of the Unit Owners, with or without workmen, and necessary materials to enter into all parts of the Premises, including all the Units therein for repairs at daytime upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be necessary in emergent circumstances.

Schedule-E

(Purchaser's Covenants)

Part-I

(Specific Covenants)

1. The Purchaser agrees undertakes and covenants to:

- a) comply with and observe the rules, regulations and bye-laws framed by the Owner/Developer/Maintenance Agency/Association from time to time;
- b) permit the Owner, Developer, Maintenance Agency and Association and their respective men, agents and workmen to enter into the said Unit for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
- c) deposit the amounts for various purposes as required by Owner/Developer/Maintenance Agency or the Association;

- d) use and occupy the said Unit only for commercial purpose and not for any other purpose;
- e) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- f) keep the said Unit and partition walls, sewers, drains-pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units/parts of the Building;
- g) in particular, and without prejudice to the generality of the foregoing, not to make any form of change or alteration in or affecting the structural strength of or cut or damage the beams, columns, walls, etc. passing through the said Unit or the Common Portions for any purpose including for fixing, changing or repairing the concealed wiring and pipelines or otherwise and/or make any form of change or alteration in or affecting the structural stability of the Building maintain and/or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the Building;
- h) maintain and/or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the Building;
- i) use and enjoy the spaces comprised in the Common Portions for the Common Purposes only;
- j) to pay charges for electricity in relation to the said Unit wholly.
- k) bear and pay the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Unit wholly;
- l) pay the Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Corporation;
- m) pay for other utilities consumed in or relating to the said Unit
- n) allow the other Unit Owners the right to easements and/or quasi easements;

- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other payments mentioned herein within 7 (seven) days of receipt of demand or relevant bill, whichever be earlier; and
- p) observe and comply with such other covenants as be deemed reasonable by the Owner/Developer for the Common Purposes.

2. The Purchaser agrees undertakes and covenants (in particular and without prejudice to the generality of the contents of this Deed):

- a) not to damage, demolish or cause to be damaged or demolished the said Unit or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Owner/Developer and with the prior sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Maintenance Agency Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Unit;
- d) not to open out any additional window or fix any grill box (outside the window) or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- g) not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;

- i) not to close or permit the closing of lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the external walls or the fences of external doors including gates of the said Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the building or deviation or which in the opinion of the Owner/Developer may affect the elevation in respect of the exterior walls of the Premises; or deviation or which in the opinion of the Owner/Developer may affect the elevation in respect of the exterior walls of the Premises;
- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Owner/Developer in writing or in the manner as near as may be in which it was previously decorated;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other Common Portions of the Building and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other Common Portions of the Building;
- m) not to store in the said Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building;
- o) not to claim any right over and/or in respect of the roofs of the Building or in respect of any open land at the Premises or in any other open or covered areas of the Building and the Premises not meant to be a common area or portion;
- p) not to shift or obstruct any lights in the said Unit or the Building and not to permit any light, opening, doorway, path, passage, drain, or other encroachment or easement to be made or acquired in against out of or upon the said Unit without the prior consent in writing of the Owner/Developer and the Association;

- q) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;
- r) not to park or allow anyone to park any car or two wheelers at any place other than the space earmarked for parking cars of the Purchaser if mentioned in **Part-II of Schedule-G**;
- s) not to sell, transfer, let out or part with possession of the parking space, if so acquired by the Purchaser hereunder, independent of the said Unit except to any other Unit Owner and to use the same only for the purpose of parking a medium sized motor car;
- t) not to install any window-type air-conditioner in the said Unit and not to Install any other type of air-conditioner at any place other than the places specified/identified for the same by the Owner/Developer;
- u) not to install any external wires or cables that may be visible outside the said Unit;
- v) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- w) not to install any false ceiling in the said Unit without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety norms;
- x) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Portions;
- y) not to interfere in any manner with the right, title, interest or entitlement of the Owner and/or the Unit Owners in respect of other Units;
- z) not to use the said Unit for any purpose save and except for commercial and other lawful purposes and not to use the same for any illegal or immoral purposes or in any manner that may cause nuisance to other occupiers of the Building;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Unit without prior written permission from the Corporation and other concerned authorities as also the Owner/Developer and the Association and also

subject to the condition that the same is not restricted under any other provision of this Deed;

ab) not to raise or put up any kutcha or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

ac) not to make any claim of any nature whatsoever with regard to the Premises besides the said Unit transferred hereby and the common enjoyment of the Common Portions;

ad) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the premises;

ae) not to keep or harbour any bird or animal in the Common Portions of the Premises;

af) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Premises;

ag) not to sub-divide the said Unit and/or the said Parking Space, if allotted, or any portion thereof;

ah) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV/Satellite Dish Antenna;

ai) not to interfere with the common use and enjoyment of the Common Portions by the Owner/Developer or the other Unit Owners;

aj) not to install any loose, hanging or exposed wires or cables anywhere outside the said Unit;

ak) not to interfere with, obstruct or hinder the rights of the Owner regarding the roof including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Deed;

al) not to carry on or permit to be carried on at the said Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the Premises and/or the neighbourhood;

am) not to use the said Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Owner/Developer to any liability under environmental laws; and

an) not to install grills which have not been approved by the Developer.

3. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction, completion, sale, transfer of the Building or any portion thereof by the Owner/Developer or the measurement or the area of the said Unit as described Part of Schedule-G hereto, etc.

4. The Purchaser agrees undertakes and covenants not to question at any time whatsoever on any basis or account whatsoever the computation of the CAM Area of the said Unit mentioned in the **Schedule-G** hereto in accordance with the definition and not to claim or demand details or calculations of the aforesaid fixed percentage under any circumstances whatsoever.

5. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser will pay the Maintenance Charges in respect of the said Unit as also other costs, expenses and outgoings in respect of the said Unit with effect from the Date of Possession. The Purchaser shall be liable to pay the Corporation taxes and other taxes from the date of this Deed of Conveyance.

6. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Owner/Developer fully regarding the above.

7. The Project and the Building constructed at the Premises have been named as "**KALIM BUSINESS PARK**" and shall always be known by the said name. The Purchaser and/or the Unit Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Building name that has been installed at the entrance of the Premises.

8. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Owner/Developer for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.

9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Unit subject to the following conditions:

a) The said Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

b) The transfer of the said Unit by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.

c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation taxes and other taxes etc. relating to the said Unit payable to the Owner/Developer, the Maintenance Agency, the Association and the Corporation and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

10. The Purchaser shall not claim any partition of the land comprised in the Premises.

11. The Purchaser shall use and enjoy the said Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owners and/or the Owner/Developer.

12. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Owner/Developer in respect of the Premises or any portion thereof nor against the

Owner/Developer with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

13. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Owner, the Maintenance Agency and the Association of from and against all losses, damages claims, demands, actions, proceedings, costs, charges and expenses which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser.

Part-II
(Maintenance)

1. The Premises, the Building and the Common Portions shall be managed and maintained by the Maintenance Agency who shall be responsible to provide and maintain essential services in the Project till the offer to the Association for taking over of the maintenance of the Project subject to the Purchaser making timely payment of the Maintenance Charges, Common Expenses and other liabilities and subject to the Purchaser complying with all his obligations under this Deed and/or otherwise under the law and not committing any breach, default or violation.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (Rules) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Building and the Premises, which are not separately charged or assessed or levied on the Unit Owners.

5. The Purchaser shall make payment of all amounts demanded by the Maintenance Agency within 7 (seven) days of demand or the due date for the same and in case of any delay, the Purchaser shall pay interest at the rate of 12% (twelve percent) per annum compoundable quarterly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.
6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Deed or otherwise shall be done by the Owner/Developer/Maintenance Agency whose decision shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection thereto.
7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of CAM Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Common Expenses and/or other payments by the Purchaser after giving 15 (fifteen) days prior notice in writing.
9. The Purchaser shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Owner/Developer until the Association is formed and starts

functioning effectively and till that time the Owner/Developer shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Sinking Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Corporation taxes.

11. The Owner/Developer covenants and undertakes to remain liable and responsible for payment of Maintenance Charges for all the Units that may remain with the Owner and/or that may remain unsold.

Part

III

(Association)

1. After handing over possession of all the Units in the Building, the Owner/Developer, shall take steps for formation of the Association for the maintenance and management of the Common Portions described in Schedule-C, the Building and other areas at the Premises. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Owner/Developer shall not be entitled to be recognized by the Owner/Developer and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Building shall be made over to the Association by the Owner/Developer and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running.
2. All the Unit Owners including the Purchaser shall become members/shareholders of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye laws as be framed and/or made applicable by the Owner/Developer.

3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Owner/Developer and the Purchaser hereby consents to accept and sign the same and to assist the Owner/Developer in all respects in formation of the Association.
4. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
5. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
6. Notwithstanding anything contained elsewhere herein, the Purchaser and all Unit Owners shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
7. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Owner/Developer and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Premises.
8. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Owner in favour of the Unit Owners.
9. The certified copies of title deeds relating exclusively to the Premises along with related documents and certified copy of sanctioned plan of the Building shall be

handed over by the Owner to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.

10. After the maintenance of the Building is made over to the Association, the Association may either manage the maintenance of the Building on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Owner in favour of the Unit Owners.
11. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions/purposes.
12. The owner shall hand over the maintenance of the Building to the Association at such time as it may deem necessary in respect of the said Building and upon such handing over, the Association shall be responsible for the maintenance of the Building and the Premises.
13. From the date of handing over of maintenance to the Association, the Owner/Developer shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.
14. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift licence, generator license, fire licence, etc. and the owner shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the owner and/or its directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

Part-IV
(Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, servicing, white washing painting, rebuilding, reconstructing decorating redecorating all the external walls of the Building and all Common Portions, fixtures, fittings, electrical wirings and equipment in, under or upon the Building enjoyed or used in common by the occupiers of the Building/Premises.
2. Salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, caretaker, person in charge of administration of the building, accountant, clerks, gardeners, sweepers, liftmen etc.
3. Insurance premium payable for insuring the Building and/or any of the Common Portions against earthquake, fire, lightening, mob violence, civil commotion etc., if insured.
4. Costs and expenses of supplies for common purposes electricity, water charges etc. payable to any concerned authorities and/or organisation and payment of all charges incidental thereto.
5. Corporation Taxes and other rates, taxes, levies, demands and all other outgoings for the Common Portions save those which would be separately assessed and/or incurred in respect of any Unit.
6. Costs, establishment charges and operational charges of the Maintenance Agency relating to Common Purposes.
7. Electricity expenses for lighting all the Common Portions, outer walls of the building and for operation of all the common facilities and utilities.
8. Operational and repairs and maintenance cost of the Lifts, Intercom, EPBAX, Generator, etc.
9. Operational and repairs and maintenance cost of the car parking spaces shall form part of Common Expenses though the car parking spaces are not part of Common Portions.

10. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building.

Part-V

(Mutation, taxes and impositions)

1. The Owner/Developer will get the said Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 12% (twelve) per cent per annum.
2. Until such time as the said Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (Impositions) shall be proportionately borne by the Purchaser.
3. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Unit would accrue with effect from the date execution of this Deed of Conveyance,
5. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

Schedule-F

[Agreed Consideration]

Agreed Consideration for the transfer of the said
Unit along with 1 (One) covered

Car Parking as defined in this Deed.

(Rupees only)

Rs./-

Schedule-G

Part -I

“Said Unit”

ALL THAT one self contained commercial **Unit No.**_____, containing by estimation carpet area of _____Square Feet, covered area of _____Square Feet, CAM area of _____ **Square Feet**, with tiles flooring, consisting _____located on the _____th **floor** of the building situate lying at Premises No. 15 Bal Mukund Macker Road, Kolkata-700007 within Police Station Burrabazar TOGETHER WITH an undivided proportionate indivisible variable share or interest in the land comprised in the said Premises AND FURTHER TOGETHER WITH an undivided proportionate indivisible share in all common parts, portions, areas, facilities, utilities, amenities etc. (including the Common Portions).

The said Unit is delineated in RED borders in the Plan annexed hereto and butted and bounded as follows :-

- On the North by ;;
- On the South by ;;
- On the East by ;; and
- On the West by :.

PART-II

“Said Parking Space”

ALL THAT the right to park medium sized car in:

1 (One) _____car parking space **admeasuring** _____ **square feet on the ground floor of the building.**

8. EXECUTION AND DELIVERY:

IN WITNESS THEREOF the parties have executed these presents on the day, month and year first above written.

Executed and Delivered by the **Owner** at
Kolkata in the presence of:

Executed and Delivered by the
Purchaser at Kolkata in the presence
of:

Executed and Delivered by the **Confirming Party** at Kolkata
in the presence of:

Drafted by me:

(BHUPENDRA GUPTA)
Advocate
HIGH COURT AT CALCUTTA
ENROLMENT NO: WB/98/2001

MEMO OF CONSIDERATION

RECEIVED from within named Purchaser a sum **Rs. /- (Rupees)**, only plus GST of **Rs. /- (Rupees)** only as per memo stated below:

MEMO

SIGNATURE OF THE DEVELOPER

WITNESSES:

1.

2.