

**THIS DEED OF CONVEYANCE** made this \_\_\_\_\_ day of \_\_\_\_\_, **TWO THOUSAND AND TWENTY TWO BETWEEN 1) KHAITAN CONSTRUCTION LLP, (INCOME TAX PAN AAOFK7355G)**, a limited liability partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at 10A, Rawdon Street, Rawdon Enclave, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Designated Partner, **SRI RAVINDRA KHAITAN, (INCOME TAX PAN AFQPK8488R)**, son of late Ratan Lal Khaitan, by faith Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata – 700 017, **2) SRI ROHIT KHAITAN, (INCOME TAX PAN BGLPK9094A)**, son of Sri Rajendra Khaitan, by occupation business, **3) SRI AYUSH KHAITAN, (INCOME TAX PAN BWNPK9966M)**, son of Sri Rajendra Khaitan, by occupation business, **4) SRI ANSHUL KHAITAN, (INCOME TAX**

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**PAN DQKPK3956G**), son of Sri Raj Kumar Khaitan, by occupation business, **5) SMT. ANITA KHAITAN, (INCOME TAX PAN AFQPK8489Q)**, wife of Sri Raj Kumar Khaitan, by occupation housewife, **6) SMT. RADHA KHAITAN, (INCOME TAX PAN AFZPK7779Q)**, wife of Sri Rajendra Khaitan, by occupation housewife, **7) SMT. PRITI KHAITAN, (INCOME TAX PAN AEUPK7283B)**, wife of Sri Ravindra Khaitan, by occupation housewife, **8) SMT. SANDHYA KHAITAN, (INCOME TAX PAN AJUPS9094D)**, wife of Sri Jitendra Khaitan, by occupation housewife, all by faith Hindu and all at present residing at 'Silver Spring', No. 5, J. B. S. Halden Avenue, Police Station Tiljala now Pragati Maidan, Post Office Dhapa, Kolkata – 700 105, **9) COMPASS TRADELINK PVT. LTD., (INCOME TAX PAN AADCC8383N)**, a private limited company having its registered office at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI ANSHUL KHAITAN**, son of Sri Raj Kumar Khaitan, **(INCOME TAX PAN DQKPK3956G)**, by faith Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **10) MICROGRAPH VINIMAY PVT. LTD., (INCOME TAX PAN AAGCM3163P)**, a private limited company having its registered office at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI ROHIT KHAITAN, (INCOME TAX PAN BGLPK9094A)**, son of Sri Rajendra Khaitan, by faith Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **11) NIGHTANGLE TRADERS PVT. LTD., (INCOME TAX PAN AADCN1632P)**, a private limited company having its registered office at Express Tower, 4<sup>th</sup> Floor, 42A, Shakespeare Sarani, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI AYUSH KHAITAN, (INCOME TAX PAN BWNPK9966M)**, son of Sri Rajendra Khaitan, by faith Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **12) PIONEER NIWAS PVT. LTD., (INCOME TAX PAN AADCP9836F)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI RAVINDRA KHAITAN, (INCOME TAX PAN AFQPK8488R)**, son of late Ratan Lal Khaitan, by faith Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **13) BANGABHUMI CONSTRUCTIONS PVT. LTD., (INCOME TAX PAN AACCB3587G)**, a private limited company having its registered office at 'Rawdon Enclave', No. 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI RAVINDRA KHAITAN, (INCOME TAX PAN AFQPK8488R)**, son of late Ratan Lal Khaitan, by faith Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata – 700 017, **14) BANGABHUMI REAL ESTATE PVT. LTD., (INCOME TAX PAN AADCB6698R)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI ROHIT KHAITAN, (INCOME TAX PAN**

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**BGLPK9094A**), son of Sri Rajendra Khaitan, by faith Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata – 700 017, **15) GREENTOWN RETAILS PVT. LTD., (INCOME TAX PAN AADCG9185A)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI ANSHUL KHAITAN, (INCOME TAX PAN DQKPK3956G)** son of Sri Raj Kumar Khaitan, by faith Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **16) BOLERO COMMERCIAL PVT. LTD., (INCOME TAX PAN AAECBO562H)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Director, **SRI RAVINDRA KHAITAN, (INCOME TAX PAN AFQPK8488R)**, son of late Ratan Lal Khaitan, by faith Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, all represented by their Constituted Attorney, **Sri \_\_\_\_\_, (INCOME TAX PAN \_\_\_\_\_)**, son of Sri \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation business, of No. 10A, Rawdon Street, **‘Rawdon Enclave’**, 1<sup>st</sup> floor, Police Station and Post Office Shakespeare Sarani, Kolkata - 700 017, vide a Power of Attorney dated \_\_\_\_\_, 2022, registered in the office of the District Sub Registrar \_\_\_\_\_, Alipore, South 24 Parganas, in Book - \_\_\_\_\_, Volume number \_\_\_\_\_, Page from \_\_\_\_\_ to \_\_\_\_\_, being No. \_\_\_\_\_ for the year 2022, hereinafter collectively referred to as the **‘VENDORS’**, (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or nominees and assigns) of the **FIRST PART AND KHAITAN CONSTRUCTION LLP, (INCOME TAX PAN AAOFK7355G)**, a limited liability partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at 10A, Rawdon Street, Rawdon Enclave, 1<sup>st</sup> Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Designated Partner, **SRI RAVINDRA KHAITAN, (INCOME TAX PAN AFQPK8488R)**, son of late Ratan Lal Khaitan, by faith Hindu, by occupation business and at present working for gain at Rawdon Enclave, 10A, Rawdon Street, 1<sup>st</sup> Floor, Kolkata – 700 017, hereinafter referred to as the **‘PROMOTER’**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its partners for the time being and their respective legal heirs, executors, successors, administrators, legal and personal representatives and assigns) of the **SECOND PART AND \_\_\_\_\_, son of \_\_\_\_\_ (INCOME TAX PAN \_\_\_\_\_)**, by faith Hindu, by nationality Indian, by occupation \_\_\_\_\_ and at present residing at \_\_\_\_\_, hereinafter referred to as the **‘ALLOTTEE/PURCHASER’** of the **THIRD PART**

**W H E R E A S:**

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**A.** In these presents unless there be something repugnant or contrary to the subject or context, or otherwise agreed upon, the following terms or expressions shall have the meaning assigned to them.

- i) SAID PREMISES/SAID LAND** shall mean the land for the time being containing an area of **ALL THAT** the piece and parcel of vacant land measuring more or less 87.10 decimals in R. S. Dag Nos. 452 (32.10 decimals), 453 (15.0 decimals), 454 (12.0 decimals), 456 (7.0 decimals), 457 (9.0 decimals), 458 (8.0 decimals) and 462 (4.0 decimals) corresponding to L. R. Dag Nos. 471, 474, 475, 477, 478, 479 and 485 under L. R. Khatian Nos. 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363 and 1367 in Mouza Dhamaitala, J. L. No. 75, in Holding No. 1583, Dwarir Road, under Rajpur Sonarpur Municipality, Ward No. 25, Police Station Sonarpur, District South 24 Parganas, Kolkata – 700 151, as more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written. It is agreed and clarified that in case the Promoter acquires development rights to any more adjoining lands, then the said Premises will include the same as well, to which the Allottee/Purchaser hereby consents.
- ii) HOUSING COMPLEX** shall mean the Housing Complex named “**PRUDENT PRAGATI**” planned and being constructed in Phases by the Promoter at the said Premises, consisting of **Two Blocks/Buildings** of ground plus twelve floors each at the said Premises, (hereinafter referred to as the “**BLOCKS**”), containing several independent and self contained flats, dwelling houses, parking spaces and other constructed areas. It is agreed and clarified that in case the Promoter acquires development rights to any more adjoining lands, then the Housing Complex will include the same as well, to which the Allottee/Purchaser hereby consents.
- iii) CO-OWNERS/UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase or may in future agree to purchase from the Promoter or the Vendors and shall have taken possession of their respective units, including the Promoter and the Vendors for those units not so alienated or agreed to be alienated by the Promoter or the Vendors.
- iv) COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Housing Complex expressed or intended by the Promoter for the common use and enjoyment by the occupants of the Housing Complex such as paths, passages, driveways, staircases of the Blocks along with their full and half landings with respective stair covers on the ultimate roofs, entrance and exit gates of the said Premises, entrance cum Reception in the ground floor of the Blocks, lifts alongwith lift shafts and the lobby in front of them and lift machine rooms, water supply system, water waste and sewerage evacuation pipes from the units to drains and sewers

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common to the Housing Complex, and shall include the Facilities mentioned and specified in the **PART - I** of the **THIRD SCHEDULE** hereunder written.

**It is clarified that** the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex and/or the said Premises and/or the Blocks which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations.

**It is further clarified that** the development of the said Premises having been undertaken by the Promoter/Vendors in Phases, not all of the Common Areas and Installations may be available for use by the co-owners/allottees of units in the buildings/Blocks at the said Premises till such time the development of all the phases is completed, and only thereafter shall all the Common Areas and Installations be available for use by the co-owners/allottees of units in common with each other, which fact the Allottee/Purchaser is aware of and hereby acknowledges.

- v) COMMON EXPENSES** shall mean and include all expenses to be incurred for the management, maintenance, upkeep and administration of the Common Areas and Installations and rendition of common services in common to the co-owners of the Housing Complex and all other expenses for the Common Purposes (including those mentioned in the **FOURTH SCHEDULE** hereunder written) to be borne contributed and shared by the co-owners.
- vi) COMMON PURPOSES** shall mean and include the purpose of managing, maintaining, upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders/co-owners in the Housing Complex for the Common Areas and Installations, collection and disbursement of the Common Expenses and dealing with all matters of common interest of the Unit Holders.
- vii) UNITS** shall mean all the flats/apartments/saleable spaces/constructed areas in the Housing Complex capable of being independently and exclusively held used occupied and enjoyed by any person **And** wherever the context so permits or intends shall include the Parking Space/s, if any, and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.
- viii) PARKING SPACES** shall mean covered parking spaces (including stack car parking spaces) in or portions of the ground floor of the Blocks and the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises capable of being used for parking of motor cars, two wheelers and other vehicles therein or thereat.
- ix) CARPET AREA** according to the context shall mean the net usable floor area of any Flat/Apartment, excluding the area covered by external walls, areas under service

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shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat/Apartment.

**x) BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Buildings (including the area of the balconies/terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).

**xi) SALEABLE AREA/SUPER BUILT-UP AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **And** shall include the proportionate share of the areas of the common areas in the Housing Complex which has been/shall be determined in consultation with the Architect for the time being of the Housing Complex whose decision shall be final and binding on the parties.

**xii) PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the following:

**a)** insofar as the Allottee/Purchaser's proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Allottee/Purchaser's Flat is situated is concerned, the same shall be in the proportion in which the built up area of the Allottee/Purchaser's Flat may bear to the built up area of all the flats in the Block in which the Allottee/Purchaser's Flat is situated;

**b)** insofar as the Allottee/Purchaser's share in the Common Expenses is concerned, the same shall be in the proportion in which the built up area of the Allottee/Purchaser's Flat may bear to the built up area of all the flats in the Housing Complex;

**PROVIDED THAT** where it refers to the share of the Allottee/Purchaser or any other co-owner in the rates and/or taxes amongst the Common Expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user, then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

**xiii) SAID UNIT** shall mean the Flat, fully described in the Second Schedule hereunder written, and wherever the context so permits shall include the proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Flat is situated, and further wherever the context so permits shall include the right of parking motor car/two wheeler in or portion of the parking space, if so specifically and

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as expressly mentioned and described in the within stated Second Schedule Together With the proportionate undivided indivisible impartible variable share in the Common Areas and Installations With common right of user of the Common Areas and Installations in common with the other co-owners.

**xiv) DEVELOPMENT AGREEMENT** shall mean the agreement for development being Development Agreement dated 20<sup>th</sup> July, 2020, and registered in the office of the District Sub Registrar IV, Alipore, South 24 Parganas, in Book - I, Volume number 1604-2020, Page from 74082 to 74158, being No. 160401998 for the year 2020.

**xv) DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee/Purchaser takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Promoter to the Allottee/Purchaser to take possession of the said Unit irrespective of whether the Allottee/Purchaser takes actual physical possession of the said Unit or not, whichever be earlier.

**xvi) MAINTENANCE IN CHARGE** shall mean a Company, Association, or any Syndicate, or Registered Society that may be formed by the Promoter upon completion of the Housing Complex for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter in its absolute discretion.

**xvii) SALE AGREEMENT** shall mean the Agreement dated \_\_\_\_\_, 20\_\_\_\_, registered in the office of the Additional District Sub-Registrar, Garia, in Book - \_\_\_\_\_, Volume number \_\_\_\_\_, Page from \_\_\_\_\_ to \_\_\_\_\_, being No. \_\_\_\_\_ for the year 2022, entered into by and between the Vendors, the Promoter and the Allottee/Purchaser, whereby and where under the Allottee/Purchaser agreed to purchase and acquire the said Unit and shall include all modification/supplemental documents, if made in writing.

**xviii) PLAN** shall mean the plan for the time being sanctioned by the Rajpur Sonarpur Municipality vide No. 300/CB/25/03 dated 26<sup>th</sup> February, 2020 and further revised by plan dated \_\_\_\_\_ bearing Sanction No. \_\_\_\_\_, for construction of the Buildings at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee/Purchaser hereby consents.

**xix) Words importing SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

**xx)** Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

**xxi)** The expression **PURCHASER** shall be deemed to mean and include:

- (a)** In case the Allottee/Purchaser be an individual or a group of persons, then his, her or their respective legal heirs, legal representatives, successors, executors and administrators;
- (b)** In case the Allottee/Purchaser be a Hindu Undivided Family, then its members/coparceners for the time being and their respective legal heirs, legal representatives, successors, executors and administrators;
- (c)** In case the Allottee/Purchaser be a partnership firm, then its partners for the time being, their respective legal heirs, legal representatives, successors, executors and administrators;
- (d)** In case the Allottee/Purchaser be a company or a trust, then its successors, or successors-in-office;

**B.** By and under 3 (Three) several Deeds of Conveyance/Saf Bikroy Kobalas, all registered in favour of the Vendors herein, in the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas, the Vendors herein jointly, collectively and equally became and still are the absolute lawful owners, absolutely and lawfully seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession **ALL THAT** the piece and parcel of danga, pukur, sali vacant land without structures, measuring more or less 87.10 decimals in R. S. Dag Nos. 452 (32.10 decimals), 453 (15.0 decimals), 454 (12.0 decimals), 456 (7.0 decimals), 457 (9.0 decimals), 458 (8.0 decimals) and 462 (4.0 decimals) corresponding to L. R. Dag Nos. 471, 474, 475, 477, 478, 479 and 485 under L. R. Khatian Nos. 55, 27, 119, 237, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363 and 1367 in Mouza Dhamaitala, J. L. No. 75, in Holding No. 1583, Dwarir Road, under Rajpur Sonarpur Municipality, Ward No. 25, Police Station Sonarpur, District South 24 Parganas, Kolkata – 700 151

<b>DATE</b>	<b>VENDOR/S</b>	<b>DEED NO./ YEAR</b>	<b>R. S. DAG NOS.</b>	<b>AREA (DECIMALS)</b>
5.6.2018	Amarendra Nath Mondal	2944/2018	457	9.0

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5.6.2018	Bharati Mondal and others	2945/2018	452, 453, 454, 456	66.10
24.9.2018	Kartick Mondal and another	5022/2018	458, 462	12.0

**C.** The Vendors herein being desirous of having the said Land to be developed by the Promoter and for the purpose of constructing a residential building project comprising of 2 (two) numbers of residential buildings or blocks, consisting of ground plus twelve floors each, on a part or portion thereof, have, by and under a Development Agreement dated 20<sup>th</sup> July, 2020, and registered in the office of the District Sub Registrar IV, Alipore, South 24 Parganas, in Book - I, Volume Number 1604-2020, Page from 74082 to 74158, being No. 160401998 for the year 2020, (hereinafter referred to as the “**SAID DEVELOPMENT AGREEMENT**”), granted the exclusive right of development of the said Land unto and in favour of the Promoter herein, at or for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions, as are contained and recorded in the said Development Agreement.

**D.** The Promoter has obtained the sanctioned plan for the Project from Rajpur Sonarpur Municipality and other concerned authorities as mentioned in the Definition No. xxiii (being the definition of Plan) herein below. The Promoter has also obtained the Gold Rating from the Indian Green Building Council (IGBC) for the Project. The Promoter agrees that it shall not make any changes to these plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016, and The West Bengal Real Estate (Regulation and Development) Rules, 2021 framed there under and other laws as applicable and save to the extent as mentioned in the Definition No. xxiii (being the definition of Plan) herein below.

**E.** The Promoter has, thereafter, also taken all necessary suitable steps to register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016, and The West Bengal Real Estate (Regulation and Development) Rules, 2021 framed there under, with the Real Estate Regulatory Authority at Kolkata.

**F.** By and under and in terms of the Sale Agreement, the Allottee/Purchaser agreed to purchase and acquire the said Unit described in the **SECOND SCHEDULE** hereunder written, at or for the consideration and on and subject to the terms and conditions therein contained, as modified and/or superseded by these presents. The construction of the said Unit and the Block in which the same is situated is complete. Possession was delivered by the Promoter to the Allottee/Purchaser.

**G.** The Allottee/Purchaser has requested the Vendors and the Promoter to convey the said Unit in favour of the Allottee/Purchaser and deliver vacant and peaceful possession of the said Unit to the Allottee/Purchaser thereafter.

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**H.** Accordingly, at the request of the Allottee/Purchaser, the Vendors are now conveying in favour of the Allottee/Purchaser herein the proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Allottee/Purchaser's Flat is situated **and** the Promoter is conveying/granting the said Unit to the extent of the construction thereof in favour of the Allottee/Purchaser.

**I.** At or before the execution hereof, the Allottee/Purchaser has fully satisfied himself as to:

- (i)** the right, title and interest of the Vendors to the said Premises and accepted the same to be free from all encumbrances, whatsoever;
- (ii)** the rights of the Promoter under the Development Agreement;
- (iii)** the workmanship and quality of construction of the said Unit and the Housing Complex constructed so far, the structural stability of the Blocks constructed so far and other structures and the various installations and facilities in or for the Housing Complex for the common use and enjoyment;
- (iv)** the total area comprised in the said Unit;
- (v)** the plans sanctioned and/or to be sanctioned by the Rajpur Sonarpur Municipality and/or any other appropriate authorities and also as regards the validity and all other aspects thereof;
- (vi)** The scheme of development of the Housing Complex herein envisaged and the fact that the Promoter has undertaken development of the said Premises in Phases and all Phases together are to form a single Housing Complex and that all the Common Areas and Installations at all the Phases shall be for the common use of all the co-owners/allottees/unit-holders of the entire Housing Complex and that all the co-owners/allottees/unit-holders shall have the limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of Common Expenses pertaining thereto.
- (vii)** The fact that inasmuch as the development of the said Premises having been undertaken by the Promoter in Phases, not all of the Common Areas and Installations may be available for use by the co-owners/allottees of units in the buildings/Blocks at the said Premises till such time the development of all the Phases is completed, and only thereafter shall all the Common Areas and Installations be available for use by the co-owners/allottees of units in common with each other.

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**I. NOW THIS DEED WITNESSETH** that in the premises aforesaid and in consideration of the sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only, paid by the Allottee/Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admits and acknowledges) the Vendors and the Promoter do and each of them doth hereby grants, sells, conveys, transfers, releases, assigns and assures (each of them conveying and transferring their respective rights title and interest) unto and to the Allottee/Purchaser **All That** the said Unit, as more fully and particularly mentioned and described in the **Second Schedule** hereunder written **Together With** the proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Allottee/Purchaser's Flat is situated, attributable and appurtenant to the Flat agreed to be purchased by the Allottee/Purchaser **Together With** the proportionate undivided indivisible impartible variable share in the Common Areas and Installations **Together With** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **And** the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit **And Together With** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Unit and every part thereof unto and to the use of the Allottee/Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee/Purchaser's covenants and agreements hereunder contained and on the part of the Allottee/Purchaser to be observed fulfilled and performed **And Also Subject To** the Allottee/Purchaser paying and discharging all municipal and other rates taxes and impositions on the said Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Unit wholly and the said Premises and in particular the Common Areas and Installations proportionately **Excepting And Reserving** unto the Vendors and the Promoter and the persons deriving title from them such easements quasi-easements and rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written.

**II. THE VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER as follows:**

- i) The interest which the Vendors and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee/Purchaser the said Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee/Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors and the Promoter or any of them or any person or

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persons claiming through under or in trust for them or their respective predecessors **AND** freed and cleared from and against all manner of encumbrances charges trusts liens and attachments whatsoever save only those as are expressly mentioned therein.

- iii) The Vendors and the Promoter after completion of construction and sale of the entire Housing Complex and unless prevented by fire or some other irresistible force or accident shall at the reasonable request and at the costs of the Allottee/Purchaser produce or cause to be produced to the Allottee/Purchaser or to his attorneys or agents the title deeds in connection with the said Premises and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncancelled.

**III. THE ALLOTTEE/PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS AND THE PROMOTER as follows:**

1. The Allottee/Purchaser so as to bind himself to the Promoter and the Vendors and the other co-owners and so that this covenant shall be for the benefit of the said Housing Complex and other units therein and every part thereof hereby covenants with the Promoter and the Vendors and with all the other co-owners that the Allottee/Purchaser and all other persons deriving title under him shall at all times hereafter observe the terms, conditions, covenants and restrictions set forth herein and also in the Sale Agreement (as modified and/or amended by virtue of the further terms, conditions and covenants herein agreed and mentioned), which are not being repeated herein to avoid prolixity and the same shall apply to these presents mutatis mutandis. In case of any difference or contradiction between the terms hereof and the terms of the Sale Agreement, then the terms hereof shall supersede and prevail.
2. The Allottee/Purchaser shall not be entitled to raise any dispute against or claim any amount from the Promoter or the Vendors on account of workmanship or quality of materials or fittings or fixtures used in the said Unit nor on account of any constructional defect in the said Unit.
3. The Allottee/Purchaser has fully understood the scheme of development of the Housing Complex herein envisaged and is fully aware of the fact that the Promoter has undertaken development of the said Premises in Phases and all Phases together are to form a single Housing Complex and that all the Common Areas and Installations at all the Phases shall be for the common use of all the co-owners/allottees/unit-holders of the entire Housing Complex and that all the co-owners/allottees/unit-holders shall have the limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of Common Expenses pertaining thereto.

**3.1** The Allottee/Purchaser is also fully aware of the fact that inasmuch as the development of the said Premises having been undertaken by the Promoter/Vendors in Phases, not all of the Common Areas and Installations may be available for use by

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the co-owners/allottees of the units in the buildings/Blocks at the said Premises till such time the development of all the Phases is completed, and only thereafter shall all the Common Areas and Installations be available for use by the co-owners/allottees of the units in common with each other.

**3.2** The Allottee/Purchaser shall not be entitled to make any additions or alterations in the said Unit and if so made by the Allottee/Purchaser, the Allottee/Purchaser shall be liable to pay to the Promoter, liquidated damages assessed @ Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_) only, per sq. ft. of the super built up area of the Flat in which such additions and alterations are made.

**3.3** For smooth running and maintenance of the Housing Complex, the Allottee/Purchaser ensures, agrees and undertakes that the Allottee/Purchaser shall not at any moment of time form his own Association along with the other co-owners of the Housing Complex and shall keep always the Maintenance In Charge and/or the Promoter indemnified with regard thereto. The Promoter intends to handover charge of the maintenance, management and affairs of the Housing Complex and in particular the Common Areas and Installations there at to the Maintenance In Charge upon completion of the Housing Complex in due course.

- 4.** As from the Date of Commencement of Liability (as defined in the Sale Agreement as also herein), the Allottee/Purchaser agrees and covenants:
- a)** To co-operate with the other co-owners and the Promoter in the maintenance, management and affairs of the Housing Complex and the concerned Block.
  - b)** To observe the rules framed from time to time by the Promoter and/or the Maintenance In Charge, for quiet and peaceful enjoyment of the Housing Complex as a decent Housing Complex.
  - c)** To allow the Promoter with or without workmen to enter into the Flat for the maintenance and repairs.
  - d)** To pay and bear the Common Expenses and other outgoings and expenses from the Date of Commencement of Liability (as defined in the Sale Agreement as also herein) and also the rates and taxes for and/or in respect of the Housing Complex including those mentioned in the **Fourth Schedule** hereunder written proportionately for the Housing Complex and/or the Common Areas and Installations and wholly for the said Unit.
  - e)** Not to sub-divide the Flat and/or the parking space or any part or portion thereof.

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- f)** Not to do any act deed or thing or obstruct the present or future construction and completion of the Housing Complex or the Block in any manner whatsoever notwithstanding any inconvenience in the Allottee/Purchaser's enjoyment of the Flat.
- g)** Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Housing Complex or the Block and/or compound or any portion of the Housing Complex or the Block.
- h)** Not to store or bring and allow to be stored or brought in the Flat any goods of hazardous or combustible nature or which are so heavy so as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner, whatsoever.
- i)** Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Block or any part thereof.
- j)** Not to fix or install air conditioner in the Flat save and except at the places, which have been specified in the Flat for such installation.
- k)** Not to do or cause anything to be done in or around the Flat which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the Flat or adjacent to the Flat or in any manner interfere with the use, right and enjoyment thereof or any passage or amenities available for common use.
- l)** Not to damage or demolish or cause to be damaged or demolished the Flat or any part thereof or the fittings affixed thereto.
- m)** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Flat which in the opinion of the Promoter or the Association differs from the colour scheme of the Housing Complex or the Block or deviation of which in the opinion of the Promoter or the Association may affect elevation in respect of the exterior walls of the Block.
- n)** Not to install grills the designs of which have not been suggested or approved by the Promoter.
- o)** Not to make in the Flat any structural addition and/or alteration and/or damage such as beams, columns, partition walls etc.

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**p)** Not to fix or install any antenna on the roof or terrace of the Block nor shall fix any window antenna not entitled for any connection of his own excepting that the Allottee/Purchaser shall be entitled to avail of the cable connection facilities to be provided by the Promoter to the Allottee/Purchaser and also the other owners of the flats in the Housing Complex at their cost. The Allottee/Purchaser shall not be entitled to obtain any other cable connection or DTH services other than that provided by the Promoter in the Housing Complex.

**q)** Not to use the Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the Housing Complex or to the Vendors and occupiers of the neighbouring properties or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating and Catering Place, Dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking space, if allotted, anything other than private motor car or motor cycle and shall not raise or pull up any kutchra or pucca construction grilled wall/enclosures thereon or parts thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the parking space.

**r)** Not to use the allocated parking space(s) or permit the same to be used for any other purpose whatsoever other than parking of his own car/cars/two wheeler/s.

**s)** Not to park car/two wheeler in the pathway or open space of the Housing Complex or at any other place save and except the space allotted and purchased by the Allottee/Purchaser and shall use the pathways as would be decided by the Promoter.

**t)** Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or may be visible to the outsiders.

**u)** Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Block save a letter box at the place in the ground floor as may be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Flat.

**v)** Not to alter the outer elevation of the Block or any part or portion thereof nor decorate the exterior of the Block otherwise than in the manner agreed by the Promoter, Maintenance Company and/or the Maintenance In Charge in writing or in the manner as near as may be in which it was previously decorated.

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- w)** Not to bring in any contractor or any labour or mason of his own without the written consent of the Promoter into the Housing Complex so long as the Housing Complex is not completed fully and made over by the Promoter.
- x)** To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Maintenance In Charge and after its incorporation to comply with and/or adhere to the building rules and regulations of such Maintenance In Charge.
- y)** To use the common areas, installations only to the extent required for ingress to and egress from the Flat of men and materials and passage of utilities and facilities.
- z)** To keep the common areas, open spaces, parking areas, paths, passages, gardens, staircases, lobbies, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the Housing Complex or the Block.
- aa)** Not to claim any right whatsoever or howsoever over any other flats or portions or roof in the Housing Complex or Block save the Flat.
- bb)** Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other flats in the Block.
- cc)** Not to let out transfer or part with the possession of the parking space, if the right of parking car/two wheeler is granted hereunder, independent of the Flat nor vice versa, with the only exception being that the Allottee/Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the Flat to any other co-owner of the Housing Complex and none else.
- dd)** Maintain at his own costs, the Flat in the same good condition state and order in which the same be delivered to the Allottee/Purchaser and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to fire safety under the West Bengal Fire Services Act, 1950 and the rules made there under) of the Government, Rajpur Sonarpur Municipality, WBSEDCL and/or any statutory authority and/or local body with regard to the user and maintenance of the Flat as well as the user operation and maintenance of the lift, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Housing Complex or the Block and to make such additions and alterations in or about or relating to the Flat as may be required to be carried out by them or any of them, independently or in common with the other co-owners as the case may be without holding the Promoter in any manner liable or responsible there for and to pay all costs and expenses there for wholly or proportionately as

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the case may be and to be answerable and responsible for deviation or violation of any of its conditions or rules or bye-laws and shall indemnify and keep the Promoter saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that it may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottee/Purchaser.

**ee)** To apply for and obtain at his own costs separate assessment and mutation of the Flat in the records of the Rajpur Sonarpur Municipality, and the Promoter and the Vendors shall give their consent for the same.

**ff)** Not to make and/or cause to be made or permit any disturbing noises or create nuisance in the Housing Complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. Not to play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such flat if the same shall disturb or annoy other occupants of the Block. Not to give vocal or instrumental instruction at any time in order to reduce sound emanating from a flat.

**gg)** No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, stair windows, terraces or balconies or placed upon the window sills of the Block. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.

**hh)** No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or about the Block excepting such as shall have been approved by the Promoter.

**ii)** No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Block except such as shall have been approved by the Promoter nor shall anything be projected out of any window of the Block without similar approval.

**jj)** Water-closets and other water apparatus in the Flat shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the flat-owner in whose flat it shall have been caused.

**kk)** No bird or animal shall be kept or harboured in the common areas of the Block. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Block unless accompanied.

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**ll)** No bird or animal shall be either killed, slaughtered, or offered in sacrifice, for any religious, communal, social, cultural, or for any other purpose whatsoever, in any visible part or portion of the Flat, open and covered two wheeler/car parking spaces/areas, any other open or covered spaces and areas, or in any part or portion of the Housing Complex.

**mm)** No radio or television aerial shall be attached to or hung from the exterior of the Flat.

**nn)** Garbage and refuse from the Flat shall be deposited in such place only in the Block or the Housing Complex and at such time and in such manner as the Promoter, Maintenance Company and/or the Maintenance In Charge of the Housing Complex may direct.

**oo)** These house rules may be added to, amended or repealed at any time by the Promoter, Maintenance Company and after formation, by the Maintenance In Charge.

**5.** In the event the Allottee/Purchaser has been allotted any car parking space within the Housing Complex, then the Allottee/Purchaser shall be bound and obliged to observe fulfill and perform the following terms and conditions:

**(i)** The Allottee/Purchaser shall use the parking space only for the purpose of parking of his own small motor car/two wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one small motor car/two wheeler according to the allotment letter/Sale Agreement thereat;

**(ii)** The Allottee/Purchaser shall not be entitled to transfer or assign such parking space or allow or permit any one to use the same as tenant, lessee, caretaker, licensee or otherwise or part with possession of the same, independent of the said Unit, to any person **save and except** to any other co-owner/Unit-Holder in the Housing Complex;

**(iii)** The Allottee/Purchaser shall not make any construction of any nature whatsoever in or around the parking space or any part thereof nor cover such parking space by erecting walls/barricades etc., of any nature whatsoever;

**(iv)** The Allottee/Purchaser shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the Housing Complex or any other portion of the said Premises save at the allotted parking space;

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- (v) The Allottee/Purchaser shall observe fulfill and perform all terms, conditions, stipulations, restrictions, rules, regulations etc., as may be made applicable from time to time by the Promoter, Maintenance Company and thereafter the Maintenance In-Charge with regard to the user and maintenance of the parking spaces, in the Housing Complex;
  - (vi) The Allottee/Purchaser shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such parking space if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Vendors, the Maintenance Company and the Maintenance In Charge with regard thereto.
6. As a matter of necessity, the Allottee/Purchaser in using and enjoyment of the Flat and the Common Areas and Installations binds himself and covenants to observe fulfill and perform the rules, regulations, obligations, covenants and restrictions as may be made applicable from time to time for the quiet and peaceful use enjoyment and management of the Housing Complex by the Promoter Maintenance Company and/or the Maintenance In Charge appointed by the Promoter, and in particular the Common Areas and Installations and other Common Purposes.
- 6.1 The Allottee/Purchaser shall regularly and punctually pay to the Promoter, Maintenance Company and thereafter to the Maintenance In Charge with effect from the Date of Commencement of Liability, the amount of expenses and outgoings as are mentioned and contained in the **Fourth Schedule** hereunder written including, inter alia, the following:
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Flat directly to the Rajpur Sonarpur Municipality, Provided That so long as the Flat is not assessed separately for the purpose of such rates and taxes, the Allottee/Purchaser shall pay to the Promoter, Maintenance Company and thereafter to the Maintenance In Charge, proportionate share of all such rates and taxes assessed on the Housing Complex.
  - ii) All other taxes, impositions, levies, cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Flat or the Housing Complex as a whole and whether demanded from or payable by the Allottee/Purchaser to the Promoter and the same shall be paid by the Allottee/Purchaser wholly in case the same relates to the Flat and proportionately in case the same relates to the Housing Complex/said Premises as a whole.
  - iii) Electricity charges for electricity consumed in or relating to the Flat and until a separate electric meter is obtained by the Allottee/Purchaser for his flat, the Promoter shall provide a reasonable quantum of power in the Flat

from its existing sources and the Allottee/Purchaser shall pay electricity charges to the Promoter based on the reading shown in the sub-meter provided for the Flat at the rate at which the Promoter shall be liable to pay the same to the WBSEDCL.

iv) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) hereunder written payable to the Promoter, Maintenance Company and thereafter to the Maintenance In Charge, from time to time as may be and in the manner as may be determined.

v) All penalty, surcharge, interest, cost, and expenses arising out of any delay default or negligence on the part of the Allottee/Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including delayed payment surcharge as charged by the WBSEDCL from its consumers for delay in payment of its bills) to the Promoter, Maintenance Company and thereafter to the Maintenance In Charge.

**6.2** Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 (seven) days of demand being made by the Promoter and/or the Maintenance Company thereafter the Maintenance In Charge. The bills and demands for the amounts payable by the Allottee/Purchaser shall be deemed to have been served upon the Allottee/Purchaser, in case the same is left in the Flat or in the letter box in the ground floor of the Block earmarked for the Flat.

**6.3** The Promoter shall have at its own discretion, after sale of all the Units in the Housing Complex or earlier at the Promoter's sole discretion, cause formation of the Maintenance In Charge for the purpose of taking over charges of the acts relating to the Common Purposes and for the purpose of maintenance and management of the Housing Complex and in particular the Common Areas and Installations, having such rules and regulations framed as may be deemed proper and necessary by the Promoter.

**6.4** The Allottee/Purchaser agrees and covenants to become a member of the Maintenance In Charge, upon its formation, without raising any objection whatsoever and also abide by all the rules and regulations, restrictions and bye-laws as framed and/or made applicable by the Promoter, Maintenance Company and/or the Maintenance In Charge for the Common Purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Maintenance In Charge and to do all the necessary acts, deeds and things.

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- 6.5** The Promoter intends to enter into an agreement with the Maintenance Company, laying down therein the terms, conditions, covenants and restrictions for the maintenance management user and enjoyment of the Housing Complex and in particular the Common Areas and Installations and the Allottee/Purchaser agrees and covenants to abide by and honour the same and also to ratify and confirm the same upon the same being entered into between the Promoter and the Maintenance Company and the same is and shall be deemed to be a covenant running with the land. The Allottee/Purchaser hereby agrees and covenants to abide by the terms, conditions covenants as may be imposed by the Maintenance Company.
- 6.6** For compliance of all or any of the obligations of the Allottee/Purchaser contained in Clauses 6.4 and 6.5 herein above, the Allottee/Purchaser doth hereby appoints the Promoter as his Constituted Attorney.
- 6.7** Till the time of the formation of the Maintenance In Charge and its taking over the charges of the acts relating to the Common Purposes, the Promoter and/or the Maintenance Company shall look after the Common Purposes and the Allottee/Purchaser undertakes to regularly and punctually pay to the Promoter and/or the Maintenance Company, the maintenance charges and other amounts payable by the Allottee/Purchaser hereunder.
- 6.8** So long the Promoter and/or the Maintenance Company authorized by the Promoter is managing and maintaining the Housing Complex, the Allottee/Purchaser shall not hold the Promoter and/or the Maintenance Company liable for rendering any accounts or explanation of any expenses incurred by the Promoter and/or the Maintenance Company in its acts relating to the Common Purposes nor shall the Allottee/Purchaser be entitled to hold the Promoter and/or the Maintenance Company responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Allottee/Purchaser shall remain liable to indemnify and keep indemnified the Promoter and/or the Maintenance Company for all liabilities due to non-fulfillment of the obligations contained herein by the Allottee/Purchaser.
- 6.9** Upon formation of the Maintenance In Charge and upon sale of all the flats in the Housing Complex or earlier at the sole discretion of the Promoter, the Promoter shall transfer to the Maintenance In Charge all its rights responsibilities and obligations with regard to the Common Purposes (save those expressly reserved by the Promoter hereunder or so intended to be or so desired by the Promoter hereafter) whereupon only the Maintenance In Charges shall be entitled thereto and obliged there for. All reference to the Promoter with regard to the Common Purposes shall thenceforth be deemed to be reference to the Maintenance In Charge.

- 6.10** At the time of handing over the charge to the Maintenance In Charge, after completion of the Housing Complex, the Promoter shall also transfer the residue then remaining of the deposit made by the Allottee/Purchaser under the Sale Agreement after adjusting all amounts then remaining due and payable by the Allottee/Purchaser and the amounts thus transferred shall be held by the Maintenance In Charge to the account of the co-owners respectively for the purpose thereof. The Allottee/Purchaser shall not be entitled to raise any dispute and/or query with regard to the residue amount transferred by the Promoter or the Maintenance Company to the Maintenance In Charge, nor shall be entitled to ask for accounts from the Promoter or the Maintenance Company in that regard.
- 6.11** Furthermore, with effect from the date of formation of the Maintenance In Charge and its taking charges of acts relating to the Common Purposes, all the employees of the Promoter and/or the Maintenance Company having appointment as on such date for the Common Purposes such as watchmen, security men, caretaker, sweeper, plumber etc. shall be employed and/or absorbed by the Maintenance In Charge with continuity of service with effect from such date.
- 6.12** In case, due to any reason whatsoever, the formation of the Maintenance In Charge becomes unfeasible or not practicable or impossible, then the Promoter may in its absolute discretion award the job of managing and maintaining the Housing Complex to any third person or party under any contract or agreement or otherwise and on such terms and conditions as the Promoter may agree with such person or party and the Allottee/Purchaser shall abide by and honour the same and the same is and shall be deemed to be a covenant running with the land.
- 6.13** In the event of the Allottee/Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee/Purchaser under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Allottee/Purchaser hereunder, then without prejudice to the other remedies available against the Allottee/Purchaser hereunder, the Allottee/Purchaser shall be liable to pay to the Promoter, Maintenance Company and thereafter the Maintenance In Charge, interest at the rate of 24% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Promoter, Maintenance Company and thereafter the Maintenance In Charge shall be entitled to:
- i)** Withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee/Purchaser and his family members, servants, visitors, guests, tenants, licensees and/or the Flat.

- ii) To demand and directly realize rent and/or other amounts becoming payable to the Allottee/Purchaser by any tenant or licensee or other occupant in respect of the Flat.

**6.14** The Allottee/Purchaser shall abide by all rules and regulations as shall be made from time to time by the Promoter, Maintenance Company and thereafter the Maintenance In Charge relating to and/or concerning the use of the said Unit, Parking Space and the Common Areas and Installations in the Housing Complex and the said Premises without any objection denial or dispute whatsoever.

- 7. The Allottee/Purchaser shall apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the Rajpur Sonarpur Municipality.

**8. Allottee/Purchaser's acknowledgements, covenants and assurances:**

**8.1** The Allottee/Purchaser shall not cause any objection, obstruction, interference, or interruption at any time hereafter in the construction or completion of construction of or in the Housing Complex or other parts of the said Premises, including the Additional Blocks/Constructions to be constructed by the Vendors and/or the Promoter as elsewhere stated herein (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee/Purchaser of the said Unit) nor do anything whereby the construction or development of the Housing Complex or the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoter as elsewhere stated herein, or the sale or transfer of the other Units and other areas and spaces in the Housing Complex and the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoter as elsewhere stated herein, is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee/Purchaser, the Vendors or the Promoter are restrained from construction or development of the Housing Complex or the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoter as elsewhere stated herein, or in the sale or transfer of the other Units and other areas and spaces in the Housing Complex and the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoter as elsewhere stated herein, then and in that event, without prejudice to such other rights the Vendors or the Promoter may have, the Allottee/Purchaser shall be liable to compensate and also indemnify the Vendors and the Promoter for all losses, damages, costs, claims, demands, actions and proceedings suffered or incurred by the Vendors and/or the Promoter as may be determined by them or any of them. For all or any of the purposes aforesaid, the Allottee/Purchaser shall fully co-operate with the Vendors and the Promoter with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as may be required by the Vendors or the Promoter from time to time.

- 8.2** Save the said Unit, the Allottee/Purchaser acknowledges that the Allottee/Purchaser has no claim nor shall make claim of any right, title, or interest whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or open spaces at the said Premises/Housing Complex.
- 8.3** The Allottee/Purchaser shall not claim any right over and in respect of any open land at the said Premises (including side and back open spaces) or in the parking areas or any other open or covered areas of the Housing Complex and the said Premises reserved or intended to be reserved by the Vendors and/or the Promoter for the exclusive use and enjoyment of themselves or any other person/body and not meant to be a common area or portion (including for setting up and/or installation of Multi Level Car Parking thereat) and not to obstruct any development or further development or additional construction which may be made by the Vendors and/or the Promoter thereat or on any part thereof. The Allottee/Purchaser shall also not claim any right over and in respect of or object to the various rights, properties, benefits, advantages and privileges reserved by the Vendors and/or the Promoter as dealt with herein below.
- 8.4** The Allottee/Purchaser shall not be entitled to raise any objection and make any grievance for the disturbance and annoyance caused, if any, due to such constructional activities for the said construction of additional areas and/or building/s and shall also not be entitled to claim any compensation in that regard, either individually or collectively.
- 8.5** The Allottee/Purchaser is aware and agrees and covenants not to raise any objection for extension of the Housing Complex, either vertically or horizontally in the contiguous lands in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewage, underground reservoir, pumps, clubs, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development. At or before entering into the Sale Agreement, the Promoter has made known to the Allottee/Purchaser that the Promoter may from time to time add/attach or cause to be added/attached further areas and/or lands to the said Premises and such additions/areas and/or building/buildings to be constructed will be entitled to all facilities, utilities and/or amenities and/or common areas available to the flat Allottee/Purchaser in the Housing Complex and that all the flat Allottees/purchasers and/or occupants of the building and/or buildings constructed, erected and completed on the said additional area shall be entitled to have free ingress and egress from all pathways, passages and roads forming part of the Housing Complex, for which the Allottee/Purchaser herein shall extend all co-operation and also ensure that the residents of the Blocks, of which construction has been completed, are not unduly inconvenienced during construction and development of New/Additional Blocks, the Promoter has carved out a passage within the periphery of the said Premises for ingress and egress of

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men materials and vehicles, being the said Passage, and the Promoter alone shall have the right to use and enjoy the same for all purposes connected with the construction and development of New/Additional Blocks or otherwise and the Allottee/Purchaser shall not object to the same or cause any objection, obstruction, interference, or interruption at any time.

**9. Rights of the Promoter and/or the Vendors:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:

(a) The Vendors and/or the Promoter shall always be entitled to construction and completion of construction of or in the Housing Complex or other parts of the said Premises, including the Additional Blocks/Constructions to be constructed by the Vendors and/or the Promoter (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee/Purchaser of the said Unit) and to sell, convey, transfer, or otherwise deal with or dispose of all the Units and other areas and spaces in the Housing Complex and the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoter and the Allottee/Purchaser shall fully co-operate with the Vendors and the Promoter with regard thereto and sign, execute and deliver all papers, documents, instruments, writings, consents, no objections etc., as may be required by the Vendors or the Promoter from time to time.

(b) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood that the Promoter and/or the Vendors shall be exclusively entitled to all future horizontal and vertical exploitation of the Housing Complex and the said Premises lawfully, including construction of the Additional Blocks/Constructions as elsewhere herein stated and/or by way of raising further storey or stories on the roofs for the time being thereof (including the Additional Blocks/Constructions) and to do all acts deeds and things and make all alterations and connections (including to connect and make available all existing utilities facilities and amenities available at the said Premises, including those mentioned in the **Third Schedule** hereunder written, to the new constructions) as may be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell, transfer the same to any person on such terms and conditions as the Promoter and/or the Vendors in their absolute discretion may think fit and proper and the proportionate share of the Allottee/Purchaser in the land underneath the concerned Block in unlikely event and also in the Common Areas and Installations shall also stand reduced owing to such construction, but the Allottee/Purchaser may not raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee/Purchaser may be subjected to) nor to claim refund or reduction or abatement of the consideration and other amounts payable by the Allottee/Purchaser hereunder nor to claim any amount or consideration from the

**Contd. . .**

Promoter and/or the Vendors on account thereof and furthermore the Allottee/Purchaser shall fully co-operate with the Promoter and/or the Vendors and sign, execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter and/or the Vendors.

- (c)** The Promoter and/or the Vendors shall always be entitled to set up or allow any person or body to set up at any time mechanised or masonry parking on any part of the land/open space of the said Premises and to use, enjoy, hold, sell, transfer, let out, lease out, transfer, or otherwise dispose of the same to any person or persons in whole or in parts and in such manner or conditions (including by way of permanent user or user on hourly, daily, weekly, monthly or yearly basis) as the Promoter and/or the Vendors may deem fit and proper.
- (d)** The Promoter and/or the Vendors shall be at liberty to cause to be changed the occupancy group in respect of any Unit (other than the said Unit sold/transferred to the Allottee/Purchaser) in the Housing Complex and to own, use, enjoy and/or transfer the same as per such sanctioned occupancy group without any hindrance, obstruction, objection, or claim by the Allottee/Purchaser.
- (e)** The Promoter and/or the Vendors shall have the right to grant to any person the exclusive right to park car in or at the parking spaces or otherwise use and enjoy for any other purposes, any of the flats, the side, front and back open spaces surrounding the Blocks at the said Premises (including the Additional Blocks/Constructions) and also the covered spaces in the ground floor of the Blocks/said Premises in such manner as the Promoter and/or the Vendors shall in their absolute discretion think fit and proper.
- (f)** The proportionate share of the Allottee/Purchaser in various matters referred to herein shall be such as may be determined by the Promoter and the Allottee/Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (g)** Save the said Unit, the Allottee/Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas of the Housing Complex/said Premises or parking spaces at the said Premises or other open and covered spaces at the said Premises and the Housing Complex and the Promoter and/or the Vendors shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter and/or the Vendors, in their absolute discretion, shall think fit and proper and the Allottee/Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect

**Contd. . .**

of the said areas and spaces belonging to the Promoter and/or the Vendors exclusively.

**(h)** It is expressly agreed understood and clarified that the Promoter and/or the Vendors shall be absolutely entitled to enter into any agreement or arrangement with the vendors of any adjoining properties on such terms as may be agreed with the vendors of such adjoining properties (including by way of purchase of the same or by joint development/venture or otherwise as the Promoter and/or the Vendors may deem fit and proper). In such event, such additional land added on to the said Premises shall increase the scope and ambit of the development envisaged by the Vendors and the Promoter and the proportionate share of the Allottee/Purchaser in various matters may stand varied owing to such additional land/development and the Allottee/Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee/Purchaser may be subjected to) nor to claim refund or reduction or abatement of the consideration and other amounts payable by the Allottee/Purchaser hereunder nor to claim any amount or consideration from the Promoter/Vendors on account thereof and furthermore the Allottee/Purchaser shall fully co-operate with the Promoter and the Vendors and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter and/or the Vendors.

**(i)** The Promoter and/or the Vendors may in their absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the vendors/occupiers of any other property adjoining/contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises, and the Allottee/Purchaser hereby consents to the same.

**9.1** The Allottee/Purchaser doth hereby agrees, acknowledges and consents to the rights title and interest of the Promoter and/or the Vendors under Clause 9 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute, objection, hindrance, obstruction, or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Promoter and/or the Vendors and/or persons deriving title or authority from the Promoter and/or the Vendors and shall not have nor claim any right of user or enjoyment in any manner whatsoever in respect thereof.

**10.** The properties and rights hereby sold to the Allottee/Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer

**Contd. . .**

of the said Unit by the Allottee/Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

11. If at any time hereafter, there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Housing Complex as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Allottee/Purchaser partly or wholly as the case may be within 7 (seven) days of a demand being made by the Promoter or the Vendors, as applicable, without raising any objection thereto.
12. The Housing Complex shall bear the name '**Prudent Pragati**' and none else unless changed by the Promoter and/or the Vendors.
13. These presents supersede all other agreements, arrangements, understandings, brochures etc.
14. The Allottee/Purchaser individually or along with the other co-owners will not require the Vendors or the Promoter to contribute the proportionate share of the Common Expenses/maintenance charges of the flats which are not alienated or agreed to be alienated by the Vendors or the Promoter notwithstanding the Vendors or the Promoter being co-owners in respect thereof.
15. Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**“SAID PREMISES”**

**ALL THAT** the piece and parcel of vacant land measuring more or less 87.10 decimals in R. S. Dag Nos. 452 (32.10 decimals), 453 (15.0 decimals), 454 (12.0 decimals), 456 (7.0 decimals), 457 (9.0 decimals), 458 (8.0 decimals) and 462 (4.0 decimals) corresponding to L. R. Dag Nos. 471, 474, 475, 477, 478, 479 and 485, under L. R. Khatian Nos. 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363 and 1367 in Mouza – Dhamaitala, J. L. No. 75, in Holding No. 1583, Dwarir Road, under Rajpur Sonarpur Municipality, Ward No. 25, Police Station

**Contd. . .**

Sonarpur, District South 24 Parganas, Kolkata – 700 151 and butted and bounded in the manner following that is to say:

**ON THE NORTH:** By R. S. Dag Nos. 451, 455, 448 and 463(P);

**ON THE EAST:** By R. S. Dag Nos. 459, 463 and 464;

**ON THE WEST:** By part of R. S. Dag No. 452 and

**ON THE SOUTH:** By 20' (twenty feet) wide Dwarir Road and R. S. Dag Nos. 459 and 461

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**“SAID UNIT”**

**ALL THAT** the Residential Flat/Apartment bearing No. \_\_\_\_\_ containing **Carpet Area** of \_\_\_\_\_ **Square Feet** [**Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies)/verandah(s) being \_\_\_\_\_ **Square Feet**)] more or less on the \_\_\_\_\_ **floor** of **Tower** \_\_\_\_\_ at the said Premises and described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in **“Red”**

**With** right to park \_\_\_\_\_ ( \_\_\_\_\_ ) **motor car** in the open/covered space in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**PART - I**

**“COMMON AREAS AND INSTALLATIONS”**

- a) Land comprised in the said Premises.
- b) Entrance and exit gates of the premises.
- c) Paths passages driveways and open spaces in the building/premises other than those intended to be reserved for parking of motor cars marked by the Promoter for use of any Unit/Promoter.
- d) Entrance lobbies.
- e) Staircase including landing on all the floors.
- f) Lifts and lift machine rooms.
- g) Ultimate roof/s of the Building/s.
- h) Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump during power failure and generator room in the ground floor of the building complex.
- i) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and separate electric meter/s and meter room in the ground floor.

**Contd. . .**

- j) Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different units.
- k) Underground water reservoir for domestic water with a pull on pumps installed thereat.
- l) Waste water and sewerage evacuation pipes from the Units to drains and sewers to the municipal drain.
- m) Room for darwan/security guard, space for services in the building.
- n) Community Hall, Gym Room, Games Room, Swimming Pool, natural pond, Indoor Kids' Play Area, EV car charging provisions and stations (as per IGBC norms).
- o) Requisite arrangement of Intercom/EPABX with connections to each individual flat or IOT on Mobile Application Facility.
- p) Boundary walls.
- q) Fire fighting system/control room.

## PART - II

### “SPECIFICATIONS OF CONSTRUCTION OF THE SAID UNIT”

<b>Walls</b>	Clay/Fly ash Brick or AAC Blocks, or any other brick/block as may be advised by the Architect
<b>Wall Finish</b>	Interior – Plaster of Paris/Putty/Gypsum Plaster: Exterior – Combination of good quality cement/textured paints
<b>Flooring and Dado</b>	1) Vitrified Tiles in all bedrooms, Living/Dining 2) Kitchen/Toilet flooring to be made with anti skid Ceramic Tiles
<b>Kitchen</b>	1) Kitchen platform to be made of Granite 2) Dado of Ceramic Tiles up to a height of two feet from the platform 3) Stainless Steel Sink
<b>Toilet</b>	1) Standard ceramic tiles on the wall up to lintel Height 2) Reputed brands of good quality sanitary ware and CP fittings. 3) Concealed plumbing and pipe work. 4) Provision for Geyser
<b>Doors</b>	1) Door frame made of timber or any engineered material. 2) Flush Solid core 3) Lock of stainless steel/ brass
<b>Windows</b>	Fully glazed aluminum windows
<b>Electricals</b>	1) Provision for adequate light points 2) Modular Switches 3) Provision for TV and Telephone lines in all Bedrooms and Living/Dining
<b>Common Lighting</b>	Overhead illumination for compound and street-lighting inside the complex
<b>Wiring</b>	Concealed copper wiring for electricity , telephone and television

Contd. . .

<b>Air Conditioning</b>	Provision for air conditioning in all bedrooms
<b>Amenities</b>	1) Two elevators per Block
	2) Intercom facility
	3) Fire fighting equipment and extinguishers as required by law.
<b>Generator</b>	500 watts of backup power for every 2 BHK apartment and 750 watts of backup power for every 3 BHK apartment.
<b>Grill</b>	Iron grills to be installed from inside the windows at extra cost (mandatory)

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**“COMMON EXPENSES”**

1. **Association/Maintenance Company:** Establishment and all other capital and operational expenses of the Association/Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Land Revenue, Khajana, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Buildings and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel,

**Contd. . .**

manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.

10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

#### **THE FIFTH SCHEDULE ABOVE REFERRED TO:**

#### **“EASEMENTS”**

1. The Allottee/Purchaser shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Vendors and/or the Promoter and/or other occupiers of the Housing Complex and the Maintenance In Charge the rights easements quasi easements privileges and appurtenances hereinafter more fully and particularly set forth in the **Sixth Schedule** hereunder written.
2. The right of access and way in common with the Vendors and/or the Promoter and/or other occupiers of the Housing Complex at all times and for all normal residential purposes connected with the common use and enjoyment of the Common Areas and Installations.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Unit **Provided Always** and it is hereby declared that nothing herein contained shall permit the Allottee/Purchaser or any person deriving title under them or their servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Vendors and/or the Promoter and/or other occupiers of the Housing Complex and the Maintenance In charge entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the Housing Complex so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the Housing Complex so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Allottee/Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Housing Complex solely and strictly for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing, or cleaning any part or parts of the Housing Complex and the Common Areas and Installations insofar as such rebuilding, repairing, replacing, or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty eight hours' previous notice in

**Contd. . .**



writing of their intention so to enter to the Vendors and/or the Promoter, Maintenance Company and/or the Maintenance In Charge and/or the occupier of the Housing Complex affected thereby.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Easements excepted out of the sale and reserved for the Vendors and/or the Promoter and persons deriving title through or under them)**

The under mentioned rights easements quasi easements and privileges appertaining to the Housing Complex and the said Premises shall be excepted and reserved for the Vendors and/or the Promoter and/or the Maintenance In charge and/or the other occupiers of the Housing Complex:

1. The right of access and way in common with the Allottee/Purchaser and/or other person or persons entitled to the other part or parts of the Housing Complex at all times and for all purposes connected with the use and enjoyment of the Common Areas Installations and Facilities.
2. The right of flow in common with the Allottee/Purchaser and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Housing Complex through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the Housing Complex as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Housing Complex.
3. The right of protection of other part or parts of the Housing Complex by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Allottee/Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Housing Complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid **Provided Always** that except in emergent situation the Vendors, the Promoter, the Maintenance Company and/or the Maintenance In Charge and the occupiers of the other part or parts of the Housing Complex shall give to the Allottee/Purchaser a prior forty eight hours' written notice of its or their intention for such entry as aforesaid.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands, seals and signatures on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** on behalf of the **VENDORS**, by their Constituted Attorney, **Sri** \_\_\_\_\_, at Kolkata in the presence

of:

1.

**Contd. . .**

2.

**SIGNED SEALED AND DELIVERED** on behalf of the **PROMOTER**, by its **Designated Partner, Sri Ravindra Khaitan**, at Kolkata in the presence of:

1.

2.

**SIGNED SEALED AND DELIVERED** by the **ALLOTTEE/PURCHASER** at Kolkata in the presence of:

1.

2.

Drafted by me.

Mayank Kakrania  
Advocate, High Court, Calcutta,  
10, Old Post Office Street,  
Right Wing, 1<sup>st</sup> Floor, Room No. 34A,  
Kolkata – 700 001.  
Enrolment No. WB/1287A/99

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Allottee/Purchaser the within mentioned sum of **Rs.** \_\_\_\_\_ **/-** (**Rupees**

**Contd. . .**

\_\_\_\_\_ ) **only**, being the full consideration money payable to the Promoter herein, as per the memo of consideration written herein below:

Paid by the Allottee/Purchaser by several cheques on various dates in favour of the Promoter.

**Total: Rs.** \_\_\_\_\_ /-

**(Rupees** \_\_\_\_\_ **)only.**

**WITNESSES:**

1.

2.

**PROMOTER**

**Contd. . .**