

## DEED OF CONVEYANCE

**THIS INDENTURE** made this .... day of .....Two Thousand Twenty  
..... **BETWEEN M/S KRISHNA ENTERPRISE** a proprietorship business, having  
its registered office at 12/1, Neli Nagar, P.O. - Haltu, P.S. - Garfa, Kolkata  
700078 represented by its sole proprietor SRI KRISHNA KANTA NAG, (PAN -  
ABQPN1006L) (Mob : 9883057292), son of Late Manaranjan Nag, by faith Hindu,  
by occupation - Business, by Nationality - Indian, working for gain at 12/1, Neli  
Nagar, P.O. - Haltu, P.S. - Garfa, Kolkata 700078, District – South 24 Paraganas,  
herein after jointly referred to as the **VENDOR/PROMOTER** (which term or  
expression shall unless excluded by or there be something repugnant to-the  
subject or context be deemed to mean and include its successors and/or  
successors-in-office and/or interest and assignees) of the **FIRST PART**.

KRISHNA ENTERPRISE  
  
Proprietor

**AND**

(1) ....., son of ....., having Aadhaar No. ....  
 having PAN No. ...., having mobile number XXXXXXXXXX, Occupation  
 xxxxxx, Caste xxxxxx, residing at xxxxxxxxxxxxxxxxxxxxxxxx, Police Station  
 xxxxxxxxxxx, Post Office xxxxxxxxxxxxxxxx, Pin Code - xxxxxxxxxxxxxxxx, and (2)  
 ....., son of ....., having Aadhaar No. ....  
 having PAN No. ...., having mobile number XXXXXXXXXX, Occupation  
 xxxxxx, Caste xxxxxx, residing at xxxxxxxxxxxxxxxxxxxxxxxx, Police Station  
 xxxxxxxxxxx, Post Office xxxxxxxxxxxxxxxx, Pin Code - xxxxxxxxxxxxxxxx, hereinafter  
 jointly referred to as the **PURCHASER(S)** (which expression shall unless excluded  
 by or repugnant to the subject or context be deemed to mean and include  
 his/her/their respective/ heirs, executors, administrators, legal representatives  
 and assigns)of the **SECOND PART:**

The Vendor and Purchaser(s) shall hereinafter collectively be referred to as the  
 “parties” and individually as a “party”.

**WHEREAS:**

A. By an Deed of Conveyance registered in the Office of the D.S.R. – III, at  
 Alipore and recorded in Book no – I, Volume no. 15, page from 1295 to 1315  
 being No. 06233 for the year 2014 and as recited in the devolution of title more  
 fully and particularly described in the **Part I** of the **First Schedule** hereunder  
 written, the Vendor became absolutely seized and possessed of or otherwise well  
 and sufficiently entitled to All that the Premises No. 310, P. Majumdar Road,  
 Police Station - Kasba, Kolkata - 700 078, District South 24-Parganas, more fully  
 and particularly described in the **Part II** of the **First Schedule** hereunder written  
 (hereinafter referred to as the **said Premises**) free from all encumbrances,  
 charges, liens, lispens, leases, acquisitions, requisitions, trusts of whatsoever  
 nature.

B. The Vendor has caused a plan being **Building Permit No. 2023120135 dated 15/06/2023** duly sanctioned by the Kolkata Municipal Corporation for construction of a Ground plus three (G+3) storied building, covered and open car parking spaces, open areas, common areas at the said Premises [herein after referred to as the **said Project**].

C. On the commencement of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) being the applicable statute at the relevant point of time the said Project got registered with the West Bengal Housing Industry Regulatory Authority and was granted Registration No. ....

D. The Purchaser(s) had applied for allotment of an apartment in the said Project vide Application No. KA/AP/104 dated ..../.../20... and in furtherance thereto, and on the terms and conditions mentioned therein the Vendor herein had agreed to sell, the Vendor herein had agreed to construct and the Purchaser(s) herein had agreed to purchase ALL THAT the Residential **Apartment No** ..... containing a carpet area of ..... sq. ft. (equivalent to a built up area of ..... sq. ft.) be the same a little more or less, on the .... **Floor** of the Project known as **“KRISHNA VILLA”** more fully and particularly described in the **Part-I** of the **Second Schedule** thereunder written Together with the proportionate undivided impartible share in the land attributable thereto Together With right of parking in Covered/Open Car parking Space ( Independent / Dependent) being no. \_\_\_ having an area of ..... sq. ft. at the Ground floor more fully and particularly described in the **Part-I** of the **Second Schedule** thereunder written to be developed in accordance to the Specifications as mentioned in **Part II** of the **Second Schedule** there under written (herein after collectively referred to as the **said Apartment**) and of pro rata share of the Common Areas of the said Project together with right to enjoy the Common Facilities and Amenities of the Project to be used in common with the other Allottee(s)at and for the consideration of **Rs. 0000000000/- (Rupees One** ..... **Only)** excluding GST as applicable thereon and extras and

deposits as payable thereunder as recorded therein and on the other terms and conditions as contained therein.

E. By and in terms of the said Agreement dated the ...<sup>th</sup> day of ....., 20... and pursuant to the said Plan, the Vendor herein at its own costs and expenses constructed and completed the said Project at the said Premises

F. The Purchaser(s) has/have approached the Vendors herein to execute the Deed of Conveyance of the said Apartment in his/her/their favour.

G. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in these presents and all applicable laws, are now willing to enter into these presents on the covenants appearing hereinafter.

H. The Purchaser(s) has/have been made aware and has/have unconditionally agreed that the occupants of other Apartments/Units of the said Project shall also have complete and unhindered access to the Common Areas, Common Amenities and Facilities of the said Project which are meant or allowed by the Vendor for use and enjoyment by the Purchaser(s) in common with such other third parties who shall be entitled to enjoy all such Common Areas and Common Amenities and Facilities of the Project which are so intended by the Vendor for use of the other occupants of the said Project.

I. As mutually agreed upon by and between the parties, the Vendor hereby agree to transfer it's right title and interest in the said Apartment together with the pro rata share in the Common Areas of the Project and the right to enjoy Common Amenities and Facilities of the Project in the manner as would be permitted under the applicable statute.

J. The Purchaser(s) acknowledge(s) that the Purchaser(s) shall pursuant to the provisions of the applicable statute submit the property hereby transferred to

the provisions of the West Bengal Apartment Ownership Act, 1972 and any other similar statute and shall be a member of the Association to be formed for the said Project at a later stage.

K. Prior to the execution of this Deed of Conveyance the Purchaser(s) has/have also inspected, investigated and satisfied himself/herself/themselves about the followings: -

- a) the title of the Vendor to the said Premises.
- b) the right of the Vendor to sell/transfer the said Apartment;
- c) the said Plan.
- d) all the documents as recited hereinabove;
- e) the carpet area of the said Apartment and the pro rata share in the Common Areas;
- f) the area and location of the utility room and/or car parking space and/or open terrace, if any;
- g) the Common Areas of the Project;
- h) the Common Facilities and Amenities of the said Project.
- i) the ingress and egress facility to and from the said Project;
- j) the quality and brand of workmanship, specifications, materials used in the construction of the said Apartment and the Block/Building;
- k) the structural stability of the building/block;
- l) the supply of water and electricity;
- m) the Limited Common Areas;
- n) the term, condition, covenant, stipulations, restriction, reservation and obligations subject to which Deed is being executed with regard the said Apartment and properties appurtenant thereto together with the right to use the car parking space and other spaces, if any;

and the Purchaser(s) has/have further agreed represented and undertook not to raise any objection demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or whosoever.

L. Unless in this Indenture there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

**ASSOCIATION:** shall mean an Association of Allottes/Purchasers of the said Project duly formed under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto.

**BLOCK :** shall mean the Building block comprising of residential and commercial areas, open or covered parking spaces and other constructions whatsoever constructed and/or to be constructed, erected and completed in accordance with the Plan.

**BUILDING :** shall mean the Ground plus Three (G+3) storied building known as "KRISHNA VILLA" comprising residential Apartments/Units, and on the Ground Floor car parking spaces and Utility Rooms/Caretaker Room and other constructions whatsoever being constructed and/or to be constructed, erected and completed by the Vendor in accordance with the Plan.

**BUILT-UP AREA:** shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the apartment/unit and the common areas like service lift lobbies, service stairs, corridors, Security Room and so on, if any.

**CARPET AREA :** shall according to its context mean the usable floor area of the apartment described in the **Second Schedule** hereunder excluding the area covered by the external walls, areas under services shafts, exclusive balcony or

verandah area and exclusive open terrace area, if any, but including the area covered by the columns and internal partition walls of the apartment.

**COMMON AREAS** : shall mean and include the areas as mentioned in the **Part-I** of the **Third Schedule** hereunder written, to be used in common by all the Purchasers/Allottees.

**COMMON FACILITIES AND AMENITIES:** shall mean and include the facilities and amenities as mentioned in **Part II** of the **Third Schedule** hereunder, to be used and enjoyed in common by all the Purchasers/Allottees.

**COMMON EXPENSES:** shall mean and include as mentioned in the **Fourth Schedule** hereunder written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities including Club and for rendition of common services in common to the Purchaser(s) and to be contributed, borne, paid and shared by all the Purchasers of the Project.

**COMMON PURPOSES:** shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments/Units exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

**MAINTENANCE-IN-CHARGE:** shall mean the Person, Facility Management Agency or Facility Management Company appointed by the vendor taking charge of the maintenance relating to the common purpose and facilities of the building 'KRISHNA VILLA'. The said person or the Facility Management Agency or Facility Management Company can be replaced by the Vendor at its discretion and as per

their assessment and suitability. The said person, Facility Management Agency or Facility Management Company shall continue till such time the Association is formed and takes charge of the acts relating to the Common maintenance & Common facilities from the Vendor.

**PARKING SPACE:** shall mean the spaces, both independent and dependent, in the portions of the ground level or ground floor, whether open or covered in the ground floor of the Building expressed or intended to be reserved for right of parking of four/two wheelers more fully and particularly described in **Part-I** of the **Second Schedule** hereunder written.

**PLAN(S):** shall mean the plan being **Building Permit No. 2023120135 dated 15/06/2023** sanctioned by the Kolkata Municipal Corporation for construction of the Ground plus Three storied Building upon the said Premises known as “KRISHNA VILLA”, comprised of several independent residential Apartments/Units and car parking spaces together with all modifications and/or alterations thereto and includes site plan, service plan, parking and circulation plan, landscape plan, layout plan, structural designs and such other plan(s) as permitted and approved by the competent authority.

**SAID PREMISES:** shall mean All that the piece and parcel of land containing an area of 4 cottah together with a Ground plus Three storied building known as “KRISHNA VILLA” lying situate at and being Premises No. 310, P. Majumdar Road, Ward No. 106, within the limits of the Kolkata Municipal Corporation, Police Station- Kasba, Kolkata-700 078, more fully and particularly mentioned and described in the **Part-II** of the **First Schedule** hereunder written.

**SAID PROJECT:** shall mean the development of the said Premises by construction of Ground plus Three storied building having single block from 1<sup>st</sup> floor onwards comprising residential Apartments/Units and car parking spaces, open areas, common areas and all development works being constructed, erected



and completed by the Vendor pursuant to the Plan together with all easement rights and appurtenances belonging thereto and known as “KRISHNA VILLA”.

**SAID SHARE:** shall mean proportionate undivided indivisible impartible variable share in the land comprised in the said Premises attributable to the said Apartment being transferred hereby to the Purchaser(s) herein.

**SAID APARTMENT :** shall mean **ALL THAT** the 3BHK Residential **Apartment No.** ..... containing a carpet area of ..... sq. ft. (total built up area of ..... **sq. ft.** and total super built up area of ..... **sq.ft.**) more or less, on the ..... **Floor** of the Project known as ..... more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written Together with the proportionate undivided impartible share in the land comprised in the said Premises more fully described in the **Part II** of the **First Schedule** here under written attributable thereto Together With Right to Park in Covered/Open Car parking Space (1 Independent / 1 Dependent) **being no** \_\_\_ having an area of ..... **sq. ft.** each at the Ground floor more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written constructed and completed in accordance to the Specifications as mentioned in **Part-II** of the **Second Schedule** here under written and pro rata share in the Common Areas of the Project more fully and particularly mentioned and described in the **I** of the **Third Schedule** hereunder written together with Right to Enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **Part-II** of the **Third Schedule** hereunder written to be used in common with the other Purchaser(s).

**SPECIFICATION:** shall mean the specification for the said Apartment as mentioned in the **Part II** of the **Second Schedule** hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

All other words if defined in the Agreement for Sale shall have the same meaning hereunder.

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

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**.

**NOW THIS INDENTURE WITNESSETH** that in pursuant of the said agreement and in consideration of the aforesaid sum of **Rs. 00000000000/- (Rupees ..... Only)** of the lawful money of the Union of India well and truly paid by the Purchaser(s) to the Vendor (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser(s) and the said Apartment and properties appurtenant thereto), the Vendors do hereby grant, transfer, convey, assign and assure unto and in favour of the Purchaser(s) **ALL THAT** the 3BHK Residential **Apartment No .....** containing a carpet area of .....sq. ft. (total built up area of ..... **sq. ft.**) more or less, on the .... **Floor** of the Project known as "KRISHNA VILLA" more fully and particularly described in the **Part-I** of the **Second Schedule** hereunder written and delineated on the Floor Plan being **Annexure A** hereto and bordered in colour **RED** thereon constructed and completed in accordance to the Specifications as mentioned in **Part-II** of the **Second Schedule** there under written Together with the proportionate undivided impartible share in the land attributable thereto comprised in the said Premises more fully described in the **Part II** of the **First Schedule** here under written Together With Right to Park in Open/ Covered Car parking Space (1 Independent/1 Dependent) **being no \_\_\_\_** having an area of ..... **sq. ft.** each at the Ground floor more fully and particularly described in the **Part I** of the **Second Schedule** hereunder written and delineated on the Plan being **Annexure B** hereto and bordered in colour **GREEN** thereon and pro rata share in the Common Areas of the said Project more fully and particularly mentioned and described in the Part-I of the **Third Schedule**

hereunder written together with Right to Enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **Part-II** of the **Third Schedule** hereunder written to be used in common with the other Purchaser(s), however, subject to the Limited Common Areas more fully described in the **Part-III** of the **Third Schedule** here under written and the House Rules more fully described in the **Fifth Schedule** here under written (**hereinafter collectively referred to as the SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser(s) absolutely and forever but at all time subject to the perpetual payment of the proportionate share of the common expenses including but not limited to the Common Expenses mentioned in **Fourth Schedule** and also proportionate share of the maintenance charges and all other rate, taxes, dues and other levies now chargeable upon the said Apartment wholly and said common areas of the said Project and the common amenities and facilities of the said Project proportionately to the Vendor Maintenance in Charge/ Facility Management Agency appointed by the Vendor /Association, as the case may be and further subject to the observance, performance and compliance by the Purchaser(s) of the terms, conditions, covenants, stipulation, restriction and obligation as hereby and hereunder stipulated and written.

**II. AND THE VENDOR DO AND DOTH HEREBY COVENANT WITH THE PURCHASER(S)** as follows:-

- a) Notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and

sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.

c) The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendor.

d) The Purchaser(s) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchaser(s) shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendor or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser(s) makes do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser(s) in the manner as aforesaid as shall or may be reasonably required.

g) The Vendor have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Apartment And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Vendor do hereby further covenant with the Purchaser(s) that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser(s) shall produce or cause to be produced to the Purchaser(s) or to their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also shall at the like request and costs of the Purchaser(s) deliver to the Purchaser(s) such attested or other true copies or extracts therefrom as the Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

**III. AND THE PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED DOTH HEREBY COVENANT WITH THE**

**VENDOR** as follows:-

- a) to co-operate with the Vendor and/or the facility management agency and/or facility management company appointed by the Vendor or the Association in the management and maintenance of the said Project and other Common Purposes and formation of the Association.
- b) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Project and in particular the Common Areas, Facilities and Amenities and other common purposes.
- c) to use the said Apartment only for residential purpose in a decent and respectable manner and for no other purpose and to retain the open terrace (if any) always open to the sky and not to install and/or erect any permanent structure thereon or on the part thereof.
- d) to use the Common Areas only to the extent required for ingress to and egress from the said Apartment of men and materials and passage of utilities and facilities.
- e) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one 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 said Project.
- f) to keep the Apartment and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Block/ Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments/Units/parts of the building and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any

other portion over below or adjacent to the Apartment. In particular and without prejudice to the generality to the foregoing, the Purchaser(s)do/doth hereby covenant that the Purchaser(s) shall not make any form of alteration in the beams and columns passing through the Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- g) to maintain at his/her/their own costs, the Apartment in the same good condition state and order clean, hygienic and tidy 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 thereunder) of the Government, Kolkata Municipal Corporation, CESC Ltd., and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of the lifts, water, electricity, drainage, sewerage and other installations and amenities including the Vendor's logo at the building and to make such additions and alterations in or about or relating to the Apartment and/or the building as be required to be carried out by it, independently or in common with the other Cotransferees as the case may be without holding the Vendor in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendor saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, nonperformance, default or negligence on the part of the Purchaser(s).
  
- h) to apply for and obtain at their own costs separate assessment and mutation of the Apartment in the records of the concerned statutory authority and the Vendor shall give their consent for the same.

- i) to keep all the pipes, drains, basins, sinks and water closets, if any, in the said Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.
- j) to collect and/or to remove all refuse or rubbish whatsoever from the said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places by the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers, the Ministry of Environment and/or any competent authority or organization.
- k) To apply for and obtain at their own costs and expenses separate meter from CESC through Vendor.
- l) to insure and keep insured the said Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers on demand the policy of such insurance and the receipts for the premiums so paid, which insurance shall include a Cross-Indemnity Clause and if the Purchaser(s) at any time fail to keep the Apartment insured as aforesaid, Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by Purchaser(s) to Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers. Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers and/or the respective owners in rest of the building shall insure their respective area as such policy shall include similar cross indemnity clause covering the Purchaser(s) for similar risks from the third party liabilities arising from the other parts of the building.



- m) to be solely responsible for all its equipment and other property at the said Apartment.
- n) to comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited to, those under the Municipal Laws, Corporation Laws, Labour Laws, Environmental Laws, Green Building norms and/or any other laws as are applicable for the use of the said Apartment. As and when called upon to do so, the Purchaser(s) shall produce before the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers, all such permissions and licenses and if the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers is not satisfied and require of the Purchaser(s) to obtain such other or further permissions or licenses from such authorities, the Purchaser(s) shall forthwith cause to obtain such permissions or licenses.
- o) to permit the Vendor and/or the facility management agency and/or facility management company appointed by the Vendor and/or the Association of the Purchasers and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with previous notice in writing to the Purchaser(s) Apartment to enter upon the said Apartment and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining office space of all defects, decays and want of repairs there found.
- p) not to install air conditioner including outdoor and indoor units with its pipes, wires, switches & other installations in places where it will create problem to other co-owners.
- q) to operate the cooling or ventilation equipment in the common areas (if any) in accordance with the regulation made by the Vendor and/or the facility

management agency appointed by the Vendor and/or the Association of the Purchaser from time to time.

- r) not to raise or put up any kutchra or pucca structure grilled wall or enclosure at the car parking spaces or part thereof and shall keep it always open as before. Not to make dwelling or staying of any person in the said car parking space or blocking by putting any articles. The Purchaser shall not be allowed to cover the parking area in any manner or raises any wall or any type of barrier/rope/fastening around the said car parking spaces. Purchaser(s) shall not park any motor car or any other vehicle at any place in the said Project except the allotted car parking spaces.
- s) not to use any part of the said Project or other Common Areas, Facilities and Amenities for bathing or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other Purchasers.
- t) not to make and/or permit any disturbing noises in any manner whatsoever in the said Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other co-transferees.
- u) not to claim any right whatsoever or howsoever over any other Apartment or portion of the said Project save the said Apartment.
- v) not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the building save a letter-box in the ground floor at the designated place as be expressly approved or provided by the Vendor and a decent nameplate or signage outside or above the main gate of the said Apartment. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the said Apartment.

- w) not to alter the outer elevation of the building or any part thereof nor decorate the exterior of the building otherwise than in the manner agreed by the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers in writing or in the manner as near as may be in which it was previously decorated and to maintain at all times.
- x) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other Common Areas or in any other portion of the said Project nor into lavatories, cisterns, water or soil pipes and nor allow or permit any other person to do so.
- y) not to commit or permit to be committed any alteration or changes in the main structures, beams, pillars, pipes, conduits, cables and other fixtures and fittings serving in the building.
- z) not to let out transfer or part with the possession of the Car Parking Space, if the right of parking of car is granted hereunder, independent of the said Apartment nor vice versa, with the only exception being that the Purchaser(s) shall be entitled to let out transfer or part with possession of the parking space independent of the said Apartment to any other Co-transferee of the Project and none else.
- aa) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act deed or activity in or through the said Apartment.
- bb) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the said Apartment or any part of the building any placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any attachment or fitting in any way outside the said Apartment save and except such as shall

have been previously approved in writing by the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers.

- cc) not to change or in any way, vary the frontage or the entrance door of the said Apartment approved by the Vendor for access to the said Apartment or in any way to cut or alter the entrance door without first having obtained the written consent of the Vendor, which shall not to be unreasonably withheld.
- dd) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the said Apartment any weight greater than its load bearing capacity or as the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or cause dangerous vibration or be a nuisance to the other occupants of the project.
- ee) not do or permit or suffer to be done anything whereby the policy or policies of insurance on the building against loss or damage by fire or policies of insurance on the building against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damage suffered by Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers and to repay to Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers on demand all sums paid way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers.

- ff) not to place or take into the lifts without the prior approval of Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers any baggage, furniture, heavy articles or other goods.
- gg) the Purchaser(s) shall not have nor shall claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room / Overhead Roof Tank/ Stair Head Room of the building in the said Project and the Vendor shall have the exclusive right over the same to install Hoardings/Neon Signs/Bill Boards/Advertisements/Logo/Delta and Mobile Towers etc. thereon or on the façade or terrace of the building or a portion of the boundary wall and shall be further entitled to all the revenue arising out the same. However, the Vendor shall only be liable for the payment of all the necessary electricity, any and/or all statutory charges, taxes, levies and outgoings as may be imposed by the concerned authority(ies).
- hh) not to keep, harbor or unleash any animal in the common areas of the said Project. In no event shall dogs and other pets be permitted in any of the common portions of the said Project unless accompanied.
- ii) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960 and not to butcher slaughter slay any animal within said building and the said Project.
- jj) not to disturb and/or uninstall ever in future the logo “KRISHNA VILLA” placed on the main entrance gate and the ultimate roof of the Building or in any other suitable place as will be decided by the vendor and to maintain the same in proper order and manner.
- kk) Except the immediate preceding sub-clause, the above rules may be added to, amended or repealed at any time by the Vendor till the formation of the Association and after formation of the Association, by the Association.

- ll) To abide by all such building rules and regulations as may be made applicable by the Vendor before the formation of the Association and after the formation of the Association to comply with and/or adhere to all the house rules and regulations of such Association.

**IV. AND IT IS FURTHER HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:-

a) From the date of making over possession of the said Apartment to the Purchaser(s), the Purchaser(s) shall bear, pay and discharge exclusively the following expenses and outgoings to the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers, as the case may be:-

- I) Corporation rates and taxes and water tax, if any, assessed on or in respect of the said Apartment directly to the concerned statutory authority Provided That so long as the Said Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers proportionate
- II) share of all such rates and taxes assessed on the building.
- III) All other taxes including GST if payable by the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers, 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 Said Apartment or the Project as a whole and whether demanded from or payable by the Purchaser(s) or the Vendor or Maintenance-In-Charge, the same shall be paid by the Purchaser(s) wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the Project as a whole.

- IV) Electricity charges for electricity consumed in or relating to the Said Apartment, till the time a separate meter from CESC is obtained to the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers based on the reading shown in the sub-meter provided for the Said Apartment at the rate at which the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers shall be liable to pay the same to CESC Ltd.
- V) Proportionate Electricity charges for electricity consumed for common areas and facilities to the vendor and/or the facility management agency and/or facility management company appointed by the Vendor and/or the association of the purchasers based on the reading shown in the meters provided for the common areas & facilities of the building “KRISHNA VILLA” at the rate at which the Vendor and/or the facility management agency and/or facility management company appointed by the Vendor and/or the Association of the Purchasers shall be liable to pay the same to CESC Ltd.
- VI) The proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers the Common Area Maintenance Charges calculated @ **Rs 2.5/-per square feet** of the built up of the said Apartment over and above the proportionate electricity charges. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Vendor and/or the facility management agency appointed by the

Vendor and/or the Association of the Purchasers at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser(s).

VII) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser(s) 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 CESC Ltd., from its consumers for the delay in payment of its bills).

b) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh (7<sup>th</sup>) 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 days of demand being made by the Vendor and/or the facility management agency appointed by the Vendor and/or the Association of the Purchasers. The bills and demands for the amounts payable by the Purchaser(s) shall be deemed to have been served upon the Purchaser(s), in case the same is left in the Said Apartment or in the letter box in the ground floor of the building earmarked for the Said Apartment.

c) Until the expiry of three (3) months of a notice in writing given by the Vendor and/or the facility management agency and/or facility management company appointed by the Vendor and/or the Association of the Purchasers to the Purchaser(s) and the other co-transferees to take over charge of the acts relating to common purposes, the Vendor and/or the facility management agency and/or facility management company appointed by the Vendor shall look after the common purposes and the Purchaser(s) undertake to regularly and punctually pay to the Vendor or its nominee the maintenance charges and other amounts payable by the Purchaser(s) herein.



d) In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment of the maintenance charges, corporation rates and taxes, Common Expenses or any other amount payable by the Purchaser(s) under these presents within a period of seven days from the date on which such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser(s) hereunder, then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay to the Association/ Competent authority interest at the rate of rate of the then prime lending rate of the State Bank of India plus two(2%) percent thereon per annum, and without prejudice to the aforesaid, the Maintenance-In-Charge shall be entitled to:

- (i) withhold and stop all other utilities and facilities to the Purchaser(s) and his/her/their family members, visitors, tenants, guests, tenants, licenses, lessees, occupants of the said Apartment and/or to the Said Apartment.
- (ii) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or lessee or other occupant in respect of the Said Apartment.

e) The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser(s) has/have made payments of all the dues together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Vendor and/or the facility management agency appointed by the Vendor and/or the Association to realize the dues amount from the Purchaser(s).

f) The Purchaser(s) shall observe the covenants as be deemed reasonable by the Vendor and/or the Facility Management Agency and/or facility management company and/or the Association from time to time for the common purposes.

g) For the purposes of these presents any act, default or omission of the family members, visitors, guests, servants, tenants, licenses, lessees, occupants

of the Purchaser(s) shall be deemed to be the act, default or omission of the Purchaser(s).

h) The proportionate share of the Purchaser(s) in various matters referred herein shall be such as be determined by the Vendor and/or the facility management agency and/or facility management company appointed by the Vendor and/or the Association and the Purchaser(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

i) Save the said Apartment the Purchaser(s) shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed areas or Car Parking Spaces and the limited common areas at the Project and the Vendors/Vendor 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 Vendor in it's absolute discretion, shall think fit and proper and the Purchaser(s) hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the aforesaid areas and spaces belonging to the Vendors exclusively.

j) The Purchaser(s)has/have fully understood that the said Apartment has been constructed and/or developed pursuant to the Plans as sanctioned by the competent sanctioning authority and there is no deviation in the construction work as per the said Plans and the Purchaser(s) shall absolutely be precluded from causing any obstruction, obstacle, impediment, hindrance or objection in any manner whatsoever before the competent authority having jurisdiction over the said Project for any future construction being made by the Vendor.

k) The Purchaser(s) hereby agree(s) and understand(s) that the right to use the common areas, amenities and facilities is at all-time be subject to the timely payment of the proportionate expenses and maintenance charges by the

Purchaser(s) to the Vendor /Maintenance in Charge/Facility Management Agency and/or facility management company /and/or the Association as the case may be.

l) The Purchaser(s) shall pay to the Vendor/Maintenance in Charge/Facility Management Agency and/or facility management company /the Association as the case may be, damages and/or compensation for damage/destruction to any common fixture and fitting, utilities and the equipment of the said Building and/or the said Project if being caused by negligence and/or willful act of the Purchaser(s) and/or authorized occupier of the said Apartment and/or staffs employees visitors servants agents of the Purchaser(s) or such other occupier of the said Apartment.

m) Since the share/interest of Purchaser(s) in the common areas of the Said Project is indivisible and cannot be divided or separated, the Purchaser(s) shall use the common areas, along with other occupants, without causing any inconvenience or hindrance to them. It is clarified that the Vendor shall handover the Common Areas, Common Amenities and Facilities of the Said Project to the Association after duly obtaining the Completion Certificate from the competent authority.

n) After the handover of Common Areas and Facilities of said Project to Association as per the applicable statute, it shall be the responsibility of the Association to run and maintain the Common Areas and Facilities of said Project, and to determine from time to time the rate and – amount of combined expenses and outgoings for the Common Areas and Facilities of said Project recoverable proportionately from all the Purchasers including the Purchaser(s) hereto and from all other parties and the Purchaser(s) agree(s) that it shall be liable to pay the said combined expenses and outgoings and other dues to the Apartment Owners' Association, from time to time & regularly.

o) The Purchaser(s) shall, without prejudice to any other rights of the Vendor, agrees to indemnify and keep fully indemnified, hold harmless and defend the Vendors/Association after formation, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, loss and expenses of any nature whatsoever brought against the Vendors/Association or which the Vendors/Association may suffer or incur due to or any reason of the Purchaser making, committing, causing or permitting to be made or committed any default or breach in respect of or non observance or non-compliance with (i) any of the provisions/covenants of this Deed and/or (ii) any representation or warranties or covenants of the Purchaser(s) being false or incorrect and/or (in) any other claim, cost or damage directly attributable to the obligations of the Purchaser(s) under the Deed of Conveyance or due to failure/delay of the Purchaser(s) to comply with the obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Deed.

p) After handing over of the said Project, it shall be the responsibility of the Association for obtaining/renewal of insurance (if any) for the said Project and pay insurance premiums.

q) The Purchaser(s) agree(s) that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the existing laws, rules and regulations governing such sale and transfer.

r) The undivided share in the land comprised in the said Apartment and in the said Project hereby sold and transferred and attributable to the said Apartment shall always remain indivisible and impartible.

**V. DEFECT LIABILITY:**

a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the

Vendor as per the applicable statute relating to such development is brought to the notice of the Vendor within a period of 5 (five) years by the Purchaser from the date of handing over possession, save those as mentioned herein below, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

- b) The Vendor shall not be liable to rectify any defect occurring under the following circumstances:
- i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the Said Apartment, the Vendor will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - ii) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Vendor will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Vendor will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - iv) If the Purchaser after taking actual physical possession of the Said Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Said Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles,

plumbing lines, sanitary fittings or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Vendor;

- v) Different materials have different co-efficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Vendor shall get it rectified at its own cost.
- vi) If the materials and fittings and fixtures provided by the Vendor are not being maintained by the Purchaser or its agents in the manner in which same is required to be maintained.
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Vendor in the Common Areas and/or in the Said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Vendor and not amounting to poor workmanship or manufacture thereof.
- viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
- ix) All manufactured items such as lifts, pumps, MLCP, Air Conditioners, STP, Sanitary Fittings etc. has a warranty directly by the manufacturer. The Association has to take AMC or take proper care of such items. Vendor shall not be responsible for the warranty of such manufactured items.
- c) The liability of the Vendor to undertake any such remedial steps shall arise only in cases where the defect is established as having been caused due to the fault of the Vendor AND FURTHER PROVIDED THAT the same has not been caused and/or occasioned directly and/or indirectly, by/due to any act of commission

and/or omission of any act, deed or thing of/by the Purchaser and/or of/by the men, servants, contractors, agents, personnel, lessee, tenants etc. of the Vendor and/or due to normal wear and tear etc. AND FURTHER PROVIDED THAT no steps have been/or taken by the Vendor of its own volition in an endeavour to rectify any such purported defect. In the event that there is any dispute specifically in relation to any alleged defect or deficiency as stated aforesaid, the said dispute shall, notwithstanding anything to the contrary contained in this deed, be referred to the Architect, whose decision in respect thereof shall be final and binding.

- d) Where the manufacturer warranty as shown by the Vendor to the Purchaser(s) ends before the defect liability period and such warranties are covered under the maintenance of the said Apartment and if the annual maintenance contracts are not done/renewed by the Purchaser, the Vendor shall not be responsible for any defects occurring due to the same. The said Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendor/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Said Apartments and the Common project amenities and facilities wherever applicable. The Purchaser has been made aware and the Purchaser expressly agree that the regular wear and tear of the Said Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the said Apartment and in the workmanship executed.

- e) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Vendor and without giving the Vendor the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Said Apartment, alters the state and condition of the area of the purported defect, then the Vendor shall be relieved of its obligations contained in clause V (a) hereinabove.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**(DEVOLUTION OF TITLE)**

A. Whereas one Smt. Jayanti Bala Das, wife of Rathindra Bala Das by a registered deed of Conveyance registered in the Office of the Sub – Registrar at Alipore recorded in Book No. I, Volume No. 103, Pages 29 to 40, Being No. 3219 for the year 1977 sold transferred conveyed released and assigned all that land measuring about 6 cottahs 4 chittacks and 40 square feet, be the same a little more or less situated at Mouza Kasba, Pargana Kalikata, Revenue Survey No. 266, JL. No.13, comprised in C.S. and R.S. Dag No. 4071, and under C.S. Khatian and R.S. Khatian No. 1588, appertaining to the Touzi No. 145 of the Collector of 24-Parganas being Plot No. II of the Scheme Plan unto and in favour of one Bijay Singh Chhajlani, son of late Chhedulal Chhajlani of 13C, Kansaripara Road, Kolkata - 25,

B. And whereas said Bijay Singh Chhajlani, son of late Chhedulal Chhajlani of 13C, Kansaripara Road, Kolkata — 25, being the sole and absolute owner of the property described in the schedule hereunder sold transferred conveyed released



and assigned on valuable consideration by an absolute registered deed of conveyance dated 22.12.1982 unto and in favour of Sri Prasanta Pal, son of late Panchu Gopal Pal, of 8/1A, Chakraberia Road South, Bhowanipore, Kolkata — 700025 duly registered in the office of the District Sub Registrar at Alipore, 24-parganas now 24-Parganas (South) recorded in Book No. I, Vol. No. 421, Pages 261 to 269, Being No. 16708 for the year 1982;

C. And whereas being thus in possession of the said property the above named Prasanta Pal now deceased, husband of Smt. Ranu Pal and the father of Gargi Pal out of natural love and affection towards his wife namely Smt. Ranu Pal by way of a registered Deed of Gift dated 06/12/1998 transferred and conveyed his undivided 50% (1/2) share of the all that land measuring about 6 cottahs 4 chittacks and 40 square feet, be the same a little more or less situated at Mouza Kasba, Pargana Kalikata, Revenue Survey No. 266, JL. No.13, comprised in C.S. and R.S. Dag No. 4071, and under C.S. Khatian and R.S. Khatian No. 1588, appertaining to the Touzi No. 145 of the Collector of 24-Parganas being Plot No. 11 of the Scheme Plan in her favour and the said registered deed of gift dated 06/11/98 was duly registered in the office of the District Sub-Registrar — III, Alipore, 24-Parganas (South) recorded in Book No. 1, Vol. NO. 10, pages 169 to 180, Being No. 329 for the year 1998;

D. And Whereas said Prasanta Pal subsequently died intestate on 18/10/2003 leaving behind the Smt. Ranu Pal as his widow and the Gargi Pal as his mentally retarded daughter;

E. And whereas since during the life time of her husband and subsequent thereto Smt. Ranu Pal looks after and maintains Smt. Gargi Pal as her natural mother guardian who is a mentally challenged girl inspite of sufficient treatment;

F. And whereas due to urgent need of money and for proper care and protection of Gargi Pal, said Ranu Pal has decided to sell all that land measuring about 6 cottahs 4 chittacks and 40 square feet, be the same a little more or less situated at Mouza Kasba, Pargana Kalikata, Revenue Survey No. 266, JL. No.13, comprised in C.S. and R.S. Dag No. 4071, and under C.S. Khatian and R.S. Khatian No. 1588, appertaining to the Touzi No. 145 of the Collector of 24-Parganas being Plot No. II of the Scheme Plan in her favour and the said registered deed of gift dated 06/11/98 was duly registered in the office of the District Sub-Registrar — III, Alipore, 24-Parganas (South);

G. And Ranu Pal applied for necessary permission before the Ld. District Judge at Alipore being Misc. case No. 295 of 2012 and by order No.7 Dated 16-05-2013 the Ld. District Judge at Alipore, 24-parganas (South) allowed the prayer of Ranu Pal appointing her as the guardian of the Gargi Pal with certain conditions upon Ranu Pal;

H. And whereas to abide by the order passed by the Ld. District Judge at Alipore in connection with Misc. Case No. 295 of 2012 being Order No.7 dated 16.05.2013 Ranu Pal decided to purchase a residential flat for the accommodation of herself and her mentally retarded child, and accordingly sold all that land measuring about 6 cottahs 4 chittacks and 40 square feet, be the same a little more or less situated at Mouza Kasba, Pargana Kalikata, Revenue Survey No. 266, JL. No.13, comprised in C.S. and R.S. Dag No. 4071, and under C.S. Khatian and R.S. Khatian No. 1588, appertaining to the Touzi No. 145 of the Collector of 24-Parganas being Plot No. II of the Scheme Plan in favour of the vendor herein by virtue of a Deed of Conveyance registered in the Office of the D.S.R. – III, at Alipore and recorded in Book no – I, Volume no. 15, page from 1295 to 1315 being No. 06233 for the year 2014.

I. The Owner thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises in its entirety comprising the said assessed and unassessed land free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts whatsoever.

J. Being seized and possessed of and/or otherwise well and sufficiently entitled to All That the said premises in its entirety comprising the said assessed and unassessed land, the Owner have duly got it's name mutated in the assessment records of the Kolkata Municipal Corporation in respect of All That the said assessed land being premises.no. 310, P. Majumdar Road, Police Station - Kasba, Kolkata — 700 078, District South 24-Parganas, more fully and particularly described in the **First Schedule** hereunder written [herein after referred to as the **said Premises**].

**PART-II**

**(Said Premises)**

**THE SCHEDULE ABOVE REFERRED TO:**

ALL THAT piece or parcel of land measuring more or less 4 (four) Cottah TOGETHER WITH G+ III storied residential building standing thereon situate and lying at premises no. 310, P. Majumdar Road, Police Station — Kasba, Kolkata — 700 078, District South 24-Parganas, Sub-Registry Office Sealdah, of Mouza Kasba, J.L. No.13, R.S. No. 266, Touzi No. 145, C.S. Khatian No. 138, R.S. khatian No. 1588, C.S & R.S. Dag No. 4071, being portion of Plot No. 11, within the Municipal limits of The Kolkata Municipal Corporation, Ward No. 106, Assessee No. 31-10618-0310-9, more fully delineated in the sketch map annexed herewith marked with RED border, butted and bounded by:

ON THE NORTH:                      By other part of plot No. 11

ON THE SOUTH:                      By Plot No. 12 comprised in Dag No. 4071

ON THE EAST:                        By vacant land

ON THE WEST:                        By 17.6' feet common passage.

**THE SECOND SCHEDULE ABOVE REFERRED TO:  
(PART-I)**

**(SAID APARTMENT)**

**ALL THAT** the 3 BHK **Residential Apartment No .....** containing a carpet area of ..... sq. ft. (total super built up area of .....**sq. ft.**) more or less, on the .....<sup>th</sup> **Floor** of the Project known as “KRISHNA VILLA” constructed and completed in accordance to the Specifications as mentioned in **Part-II** of the **Second Schedule** here under written Together with the proportionate undivided impartible share in the land attributable thereto comprised in the said Premises more fully described in the **Part II** of the **First Schedule** herein above written Together With Right to Park in One Covered/Open Car parking Space (1 Independent or Dependent) **being no** \_\_\_\_ having an area of ..... **sq. ft.** each in the ground floor and pro rata share in the Common Areas of the said Project more fully and particularly mentioned and described in the **I** of the **Third Schedule** hereunder written together with Right to Enjoy the Common Facilities and Amenities more fully and particularly mentioned and described in the **Part-II** of the **Third Schedule** hereunder written to be used in common with the other Purchaser(s), however, subject to the Limited Common Areas more fully described in the **Part-III** of the **Third Schedule** here under written and the House Rules more fully described in the **Fifth Schedule** here under written.

**PART-II**

**SPECIFICATIONS**

- i. **STRUCTURE:** Building Designed with R.C.C Frame structure rests on individual column foundation as per structural design approved by the competent Authority.
- ii. **EXTERNAL WALL:** 8" thick brick wall and plastered with Cement Mortar.
- iii. **INTERNAL WALL:** 3" thick brick wall and Plastered with Cement Mortar to be finished with plaster of Paris.

iv. DOORS: All door frames of the door in the flat shall be made of good quality Malaysia saal wood. All the doors shall made of as commercial flash doors.

v. WINDOW: Aluminium window frame fitted by glass with standard quality Grill.

vi. KITCHEN: Granite Cooking platform and Stainless steel sink will be provided and 3'-0" height white Colour Glazed Tiles above the platform to protect the oil spot. One C.P. bib cock point will be provided. Kitchen will have wall space for fitting-an exhaust fan;

vii. SANITARY FITTINGS: Bathrooms W.C. (if any) will be provided with Commode with standard low down cistern plumbing fittings and two C.P. Bib-Cock (One C.P. Bib-Cock for W.C:) and one shower point with 5' height white Glazed tiles from floor level and one 16" by 20" wash basin. All the external and internal sanitary plumbing lines are made of high density standard pipes. All the sanitary lines to be connected with Septic tank and waste water lines with the drain source. If there is any need of geyser, extra payment to be borne by purchasers.

viii. WATER : water facility through Overhead Tank from the source of underground water reservoir.

ix. FLOORING: All the Floor are finished with Marble with 3" skirting.

x. GRILL: Standard quality of Grill shall be fixed at Balcony/ Verandah up to 3' height only.

x. ELECTRIFICATION:

BED ROOM 2 (Two) Light points, 1 (One) Fan point and 3 (Three) plug points (5AMP), 1 (one) plug point for Air Conditioner for one bed room, other 2 AC point at purchasers cost.

DINING AND DRAWING ROOM 2 (Two) Light points, 1 (one) Fan point, 1 (one) plug point (5AMP), one T. V. point, I (one) plug point for Air Conditioner ( purchasers cost)

VERANDAH/BALCONY 1 (one) light point,

xii. KITCHEN: 1 (one) light point. 1 (one) Exhaust Fan point, 1 (one) power plug point (15 AMP),

xiii. BATHROOM AND TOILET 1 (one) light point, 1 (one) Exhaust Fan point, 1 (one) geyser plug point (only for Bathroom), one washing machine point.

xiii. CALLING BELL 1 (one) calling bell point at the main entrance.

xv. PAINTING:

a) Inside wall of the flat will be plaster of Paris and external wall with weather coat or equivalent.

b) All door frames and shutter painted with two coats primer.

xvi. Lift

The extra work may be done subject to architect's prior approval and 40% money will have to be deposited in advance.

xvii. The decision of developer will be final (except owners' allocated flat).

xviii. The cost of construction of the loft is to be paid to the Developer as extra work.

xix. The cost of installing separate electric meter should be incurred by the purchasers.

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

#### **PART I**

#### **(Common Areas)**

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits, pathways, passages and driveways.
2. Water sewerage and drainage connection pipes from the Apartments to the municipal drains and sewers.
3. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
4. Boundary walls and security room, outer walls and main gates.
5. Water pump and motor with installation and room therefor.

6. Tube well water pump overhead tanks and underground water reservoirs, Sumps water pipes, sewage treatment plant and other common plumbing installations and spaces required thereto.
7. D.G., wiring, meters, common DB, switches and points in common area electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, pathways, landscape area (excluding those as are installed for any particular Apartment) and spaces required, therefore.
8. Windows/doors/grills and other fittings of the common area of the said Premises.
9. Lifts and their accessories installations and spaces required therefor.
10. Ultimate Roof

**PART-II**  
**(Common Facilities and Amenities)**

1. Landscape Area
2. Sewerage treatment plant (if any).

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(COMMON EXPENSES)**

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Complex and enjoyed or used by the Purchaser(s) in common with other occupiers or serving more than one Flat/Apartment and main entrance and exit gates, landings and staircases of the Complex and enjoyed by the Purchaser(s) or used by it in common as aforesaid and the boundary walls, compounds etc. of the Complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases, and other parts of the Complex so enjoyed or used by the Purchaser(s) in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL** : All expenses for running and operating all machinery, equipment and installations like Service Lifts, Electrical Installations, Fire Fighting System etc. comprised in the common areas and installations (including water pump with Motor, Generator etc.) and also the costs of electricity & fuel charges, repairing, renovating, AMC's and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Vendor or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Flat/Apartment).
6. **INSURANCE** : Insurance premium for insurance of the Complex (if any ) and also otherwise for insuring the same against earthquake, damage, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses if any to be incurred by the Vendor and/or the Association for the common purposes.



**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(HOUSE RULES)**

1. The lobbies, entrances and stairways of the Block/Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment in the New Building.

2 No Allote(s)/Occupier shall make or permit any disturbing noises in the New Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall use any loudspeaker in the Apartment if the same shall disturb or annoy other occupants of the New Building.

3. Each Allote(s) shall keep his/her/their Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.

4. No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Block/New Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Vendor /Maintenance in charge.

5. No shades awning, window guards, ventilators or air conditioning devices shall be used in or about the Block/New Building excepting such as shall have been approved by the Vendor /Maintenance in charge.

6. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Block/New Building except such, as shall have been approved by the Vendor /Maintenance in charge, nor shall anything be projected out of any window of the Block/New Building without similar approval.

7. Water closets and other water apparatus in the Block/New Building 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 Apartment-owner in whose apartment it shall have been caused.
8. Garbage and refuse from the Apartment shall be deposited in such place only in the Block/New Building and at such time and in such manner as the Maintenance in charge may direct.
9. No vehicle belonging to a Allotte(s)(s) or to a member of the family or guest, tenant or employee of the Allotte(s)(s) shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Block/New Building by another vehicle.
10. These house rules may be added to, amended or repealed at any time by the Vendor and/or the Maintenance in charge and/or the Association of the Allottees, upon its formation.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed these presents at Kolkata in the presence of attesting witnesses, signing as such on the day first above written.

**SIGNED SEALED AND DELIVERED** by the **VENDORS** at Kolkata in the presence of:

1. (Name & address)

2. (Name & address)

**SIGNED SEALED AND DELIVERED** by the **PURCHASER(S)** at Kolkata in the presence of:

1. (Name)

2. (Name)

Drafted by

**RECEIVED** of and from the within named Purchaser(s) the within-mentioned sum of Rs. **1,41,40,630/- (Rupees One Crore Forty-One Lakhs Forty Thousand Six Hundred and Thirty Only)** being the full payment of the Consideration of the said Apartment including TDS as per Memo below:

**MEMO OF CONSIDERATION**

<b>CHEQUE NO. / Ref No</b>	<b>DATE</b>	<b>BANK &amp; BRANCH</b>	<b>AMOUNT</b>
<b>XXXXXXXXXXXXXX</b>	<b>00-00-0000</b> <b>(Appropriated out</b> <b>of Rs.</b> <b>00,00,0000/-)</b>	<b>..... Bank</b>	<b><u>0,00,00,000.00</u></b>
<b>XXXXXXX</b>	<b>XX-00-202....</b>	<b>XXXXXX</b>	<b><u>0,00,00,000.00</u></b>
		<b><u>Total</u></b>	<b><u>Rs.0,00,00,000.00</u></b>

**(RUPEES XXXXXXXXXXXXXXXXXXXXXXXXXXXX ONLY).**

**WITNESSES:**

1.

2.

KRISHNA ENTERPRISE  
  
 Proprietor

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SIGNATURE OF VENDOR