

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this _____ day of
_____ 2023.

BETWEEN



M/S. RITESH HOTELS & HOMES PVT. LTD. having **PAN: AABCR5663CJ**, a Private Limited Company incorporated under the Companies Act,1956 and as amended in the year 2013, having its registered office at 2, Clive Ghat Street, Post Office: General Post Office (G.P.O), Police Station: Hare Street, Kolkata - 700001 represented by its Director **MR. SIDDHARTH NAHATA**, having **(PAN:-AICPN8998G)**, **(Aadhaar No.3470 0892 3656)**, son of Mr.Sagar Mal Nahata, by faith-Hindu, by Nationality - Indian, by Occupation- Business, working for gain at 2, Clive Ghat Street, Post Office: General Post Office (G.P.O), Police Station: Hare Street, Kolkata - 700 001, hereinafter called and referred to as the **OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in office, legal representatives, executors, administrators nominees and assigns) of the **FIRST PART** represented by its Constituted Attorney **M/S. SAANVI ITISH REALTY LLP.** having **PAN :- AEUFS7952R**, a Limited Liability Partnership Firm, having its registered office at 2B, Mahendra Road, P.S. Bhowanipore, Kolkata - 700025 represented by its Partners, **(1) M/S. SAANVI NIWAS PVT. LTD.** a Company incorporated under the Companies Act,1956 and as amended by the Companies Act, 2013 having its registered office at 2B, Mahendra Road, P.S. Bhowanipore, Kolkata - 700025 represented by its one of the Directors **MR. AMIT BAJORIA**, **(PAN:-AHCPE2460Q)** **(Aadhaar No. 2384 0785 2533)**, son of Late Krishna Bajoria, working for gain from 2B, Mahendra Road, P.S. Bhowanipore, Kolkata - 700025 and **(2) M/S. ITISH REALTY PVT. LTD.** a Company incorporated under the Companies Act,1956 and within the meaning of Companies Act, 2013 having its registered office at 135, Sarat Bose Road, P.O: Kalighat, P.S: Tollygunge, Kolkata - 700026, represented by its Director **MR. ASHISH BAJAJ**, having **(PAN:-AOPPB8096Q)** **(Aadhaar No. 9285 1157 3875)** son of Rajesh Bajaj, by faith-Hindu, by Nationality-Indian, by Occupation- Business, working for gain from 135, Sarat Bose Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026 vide a registered Development Power of Attorney dated 27.01.2023, which was registered in the Office of the District Sub-Registrar- III, South 24 Parganas, Alipore and recorded in Book No. 1, Volume No. 1603-2023, Pages 40020 to 40088, Being No..160301095 for the year 2023.

AND

M/S. SAANVI ITISH REALTY LLP. having **PAN :- AEUFS7952R**, a Limited Liability Partnership Firm, having its registered office at 2B, Mahendra Road, P.S. Bhowanipore, Kolkata - 700025 represented by its Partners,**(1) M/S. SAANVI NIWAS PVT. LTD.** a Company incorporated under the Companies Act,1956 and as amended



by the Companies Act, 2013 having its registered office at 2B, Mahendra Road, P.S. Bhowanipore, Kolkata - 700025 represented by its one of the Directors **MR. AMIT BAJORIA**, (PAN:- AHCPB2460Q) (Aadhaar No. 2384 0785 2533), son of Late Krishna Bajoria, working for gain from 2B, Mahendra Road, P.S. Bhowanipore, Kolkata 700025 and (2) **M/S. ITISH REALTY PVT. LTD.** a Company incorporated under the Companies Act, 1956 and within the meaning of Companies Act, 2013 having its registered office at 135, Sarat Bose Road, P.O: Kalighat, P.S: Tollygunge, Kolkata - 700026, represented by its Director **MR. ASHISH BAJAJ**, having (PAN:- AOPPB8096Q) (Aadhaar No. 9285 1157 3875) son of Rajesh Bajaj, by faith-Hindu, by Nationality-Indian, by Occupation- Business, working for gain from 135, Sarat Bose Road, P.O. Kalighat, P.S. Tollygunge, Kolkata - 700026 hereinafter called and referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest, executors, administrators, legal representatives, nominees and assigns) of the **SECOND PART**.

AND

(In case of Individual)

Mr. _____, having PAN: _____, Aadhaar No. _____, son of _____, by faith- Hindu, by Nationality- Indian, by Occupation _____, residing at _____, P.O: _____, P.S: _____, Kolkata- _____ hereinafter referred to as the "**PURCHASER**", (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her legal heirs, legal representatives, executors, administrators nominees and assigns) of the **THIRD PART**

OR

(In case of Company)

M/S. _____, having PAN: _____, a Company incorporated under the Companies Act, 1956 and having its registered office at _____, P.O: _____, P.S: _____, Kolkata - _____, represented by its Director/authorised representative _____, having PAN: _____, Aadhaar No. _____, son of _____, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at _____, P.O. _____, P.S. _____, Kolkata- _____ hereinafter called and referred to as **PURCHASER**", (which term or expression shall unless excluded by or repugnant to the subject or context be



deemed to mean and include its successors-in-office, legal representatives, executors, administrators nominees and assigns) of the **THIRD PART**

OR

(In case of Partnership Firm,)

M/S. _____, having **PAN:** _____, a Partnership firm established under the Indian Partnership Act 1932 and having its registered office at _____, P.O: _____, P.S: _____, Kolkata - _____, represented by its Partner/authorised representative _____, having **PAN:** _____, **Aadhaar No.** _____, son of _____, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at _____, P.O. _____, P.S. _____, Kolkata- _____ hereinafter called and referred to as **PURCHASER**", (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, legal representatives, executors, administrators nominees and assigns) of the **THIRD PART.**

The Owner, Developer and the Purchaser shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS:

- A.** The Owner is the sole, absolute and lawful owner in respect of the property more fully described in the **FIRST SCHEDULE - Part I** hereunder written and hereinafter referred to as **"the said Land/Project Land"**, which was purchased by the Owner from the erstwhile Owner by virtue of a registered Deed of Conveyance dated 30.09.2009, which was registered in the Office of the D.S.R.-III, Alipore and recorded in Book - I, C. D. Volume No. 29, Pages from 2500 to 2519, being No. 06593 for the year 2009, hereinafter referred to as **"the said Land/Project Land"**.
- B.** The vesting of the ownership of the said Land in favour of the Owner is more particularly detailed in **FIRST SCHEDULE - Part II** hereunder.
- C.** The Owner desired to develop Said Land and for that purpose had approached with the proposal of development of the Said Land wherein the Owner would allow, permit and that the Promoter would have all right power and authority to develop the Said Land at its own costs and expenses.



- D.** By and under a Development Agreement dated 27.01.2023 made between the above named Owner and the Promoter hereto mentioned therein as Developer for the purpose of development of the said Land as mentioned in the **FIRST SCHEDULE** hereunder written and the said Development Agreement was registered in the office of District Sub-Registrar- III, Alipore and recorded in Book No. 1, Volume No. 1603-2023, Pages 40020 to 40088, Being No. 160301095 for the year 2023, the Owner had granted the exclusive right of development in respect of part and portion of the said Land and construction of a new residential project, in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein.
- E.** The owner obtained sanction of the Building Plan duly sanctioned by the competent authority The Kolkata Municipal Corporation vide B.P. No.2020080004, dated 24.06.2020, hereinafter referred to as the **said Building Sanction Plan** and shall include all alterations and/or modifications made thereto from time to time and as may be permitted by the authorities concerned and commenced construction of a residential project comprising of several Flats/Units/various car parking spaces, hereinafter referred to as the **"Building"** together with several apartments, common areas and other facilities and altogether known as **"ONE 21" ("Project")**. The Promoter agrees and undertakes that it shall the Rules and Regulations of the Kolkata Municipal Corporation.
- F.** The Promoter has completed the construction of the Project as hereinafter defined at the **said Project Land** in accordance with the Plan sanctioned by the concerned authorities and have obtained a Full Completion Certificate vide Completion Certificate No. _____ dated _____.
- G.** The Purchaser, being desirous of purchasing an Apartment in the Project vide (**"Application"**, details provided in **Second Schedule - Part IV**) and had been purchased vide Allotment Letter (details provided in **Second Schedule - Part V**) by the Promoter **ALL THAT** the Apartment on the _____ more fully and particularly described in **Second Schedule - Part I** hereunder written (**"the said Flat/Apartment"**) with the plan annexed hereto, marked as **Second Schedule Part - III** hereto together with the permission to use such numbers of car parking spaces, if any, to be earmarked, identified and designated by the Promoter at the Said Project, which do not form a part of the Common Areas, as stated in **Second Schedule Part - II** hereunder written **"Car Parking Space"** together with the



irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining Purchasers of the Project (hereinafter referred to as the "**Common Areas**" and more particularly described in **Third Schedule** hereto), (hereinafter Apartment, Car Parking Space & Common Areas are collectively referred to as the "**Said Unit**") for a total consideration of Rs. _____ (Rupees _____) only (**Total Price**).

- H.** Subsequently, by an Agreement for Sale dated _____, which was registered in the Office of the District Sub-Registrar -III, Alipore and recorded in Book No. _____ Volume No. _____ Pages from _____ to _____, being No. _____ for the year _____ Promoter had agreed to sell and transfer to the Purchaser/Purchasers **ALL THAT** said Unit, at or for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "**the Sale Agreement**"). In case there is any discrepancy between the terms of these presents and the Sale Agreement, the terms contained in these presents shall prevail.
- I.** The said Flat/Apartment, the Common Areas and Installations is complete in all respects to the full and final satisfaction of the Purchaser. The Promoter has delivered possession of the said Flat/Apartment to the Purchaser at or before the execution of these presents. Upon completion there has been a variation in the areas of the said Apartment and accordingly the areas and the consideration amount mentioned in the Sale Agreement have been modified.
- J.** The Promoter has duly complied with its obligations contained in the said Sale Agreement as modified by these presents and is not in default of its obligations therein, which the Purchaser doth hereby confirms and similarly the Promoter hereby confirms that the Purchaser has made full payment of the Total/Agreed Price to the Promoter.
- K.** The Purchaser has now requested the Owner and the Promoter to convey the said Unit/Apartment unto and in favour of the Purchaser.
- L.** At or before the execution hereof, the Purchaser has fully satisfied himself/herself with regard to the following:



- (i) The right, title and interest of the Owner and the power and authority to/over/ in respect of the Said Land and to develop and deal with the Project intended to be constructed/developed on the Said Land.
- (ii) The nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used.
- (iii) The proposed location, lay out plan and the dimensions of each of the Said Apartment.
- (iv) The Common Areas which are intended to form a part of the Project.
- (v) The nature and the extent of the rights and benefits proposed to be granted and/or extended to the Purchaser as also the several obligations to be performed and fulfilled by the Purchaser, each to the satisfaction of the Promoter.
- (vi) The Specifications as also the measurements, dimensions, designs and drawings.
- (vii) The state and condition of the said Apartment which are intended to be handed over to the Purchaser subject to compliance by the Purchaser of each of the stipulated terms to the satisfaction of the Promoter.
- (viii) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
- (ix) The total area comprised in the said Apartment.
- (x) The Completion Certificate issued by the concerned authority the Kolkata Municipal Corporation.
- (xi) The final scheme of user and enjoyment of the Common Areas, Shared Infrastructure (defined below) and Installations as contained in these presents.



- (xii) The Purchaser accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.
- (xiii) The Promoter may make further make additions and alterations to the Building Plans without affecting the Said Apartment or reducing the amenities and facilities mentioned in **THIRD SCHEDULE**. The Promoter shall take further consent, if required, from the Allottee at the appropriate time if and to the extent required under the Act.
- (xiv) The Purchaser accepts and confirms that in case of integration of any part of any future phase lands, the calculation of proportionate share shall vary but the Total Price or Taxes or Extra Charges or Deposits payable by the Purchaser hereunder shall not vary.
- (xv) The Promoter has informed and the Purchaser(s) hereby confirms and acknowledges that the Purchaser shall have perpetual easements rights over the Shared Infrastructure in common with the Purchasers of the future phase lands.
- (xvi) That the Purchaser has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Purchaser.

M. The Purchaser has conducted necessary due diligence and fully satisfied himself/herself about the title of the Owner to the said Project and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

A. NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated _____ and in consideration of the sum of Rs. _____/(Rupees _____) only paid by the Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admits and acknowledges and from the same and every part thereof hereby forever acquit release and discharge the Allottee), the Owner doth hereby grants,



sells, conveys, transfers, releases, assigns and assures unto and to the Purchaser **ALL THAT** the said Apartment described in the **SECOND SCHEDULE - PAR- I** with the plan annexed hereto, marked as **SECOND SCHEDULE - PART -III** hereto together with the permission to use such numbers of car parking spaces, if any, to be earmarked, identified and designated by the Promoter at the Said Project, which do not form a part of the Common Areas, as stated in **SECOND SCHEDULE - PART- II** hereunder written hereunder written.

TOGETHER WITH proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written **AND** all the estate right title and interest of the Owner into or upon the said Apartment and every part thereof, with all legal incidents thereof **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment **TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Apartment and every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances and liabilities whatsoever with clear and marketable title **TOGETHER WITH** the free, unfettered, transferable and heritable rights of the Purchaser to own, use, occupy and enjoy the Said Apartment as absolute owner thereof with all other rights and properties herein mentioned **SUBJECT NEVERTHELESS TO** the Purchaser's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Purchaser to be observed fulfilled and performed **EXCEPTING AND RESERVING** unto the Promoter and the persons deriving title from the Promoter such easements quasi-casements rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written **AND ALSO SUBJECT** to the Purchaser paying and discharging all municipal and other rates taxes and impositions on the said Apartment wholly and the Common Expenses, described in the **FOURTH SCHEDULE** hereunder written proportionately and all other outgoings in connection with the said Apartment wholly and the said Project and in particular the Common Areas and Installations proportionately.

A) **THE OWNER AND PROMOTER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**



- (i) The interest which the Owner and the Promoter professes to transfer subsists and that the Promoter has good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser said Apartment in the manner aforesaid.
- (ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to own, hold, use and enjoy the said Apartment 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 Promoter or any person claiming through or under the Promoter.
- (iii) The Promoter shall upon reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- (iv) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Sale Agreement relating to such development is brought to the notice of the Promoter within a period of 5 years by the Purchaser from the date of issue of Completion Certificate, the Promoter shall rectify such defects without further charge, within 30 days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under applicable laws.

It is expressly agreed and understood that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- (a) 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 Promoter 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;



- (b) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Promoter 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;
- (c) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter 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;
- (d) 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 Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
- (e) Different materials have different coefficient 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 cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- (f) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained.
- (g) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter, in the Common Areas and/or in the Bungalow going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- (h) Any defect due to force majeure.



- (i) Failure to maintain the amenities / equipments
- (j) Due to failure of AMC
- (k) Regular wear and tear.
- (l) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained herein above.

- v) The Promoter undertakes to co-operate with the Purchaser and provide necessary support and sign and execute all necessary documents so as to enable the Purchaser's name to be reflected in all concerned government records as the sole, exclusive and absolute owner of the Unit at the cost of the Purchaser.
- vi) The Promoter has paid all outgoings before transferring the physical possession of the Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the Purchaser or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the Unit to the Purchaser, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

III. THE PROMOTER DOETH HEREBY REPRESENTS AND WARRANTS TO THE PURCHASER AS FOLLOWS:



The Promoter doth hereby repeats and reiterates all representations and Warranties as made in the Agreement for Sale and in addition to that further represents and warrants to the Purchaser that:

- (i) The Owner and Promoter assures the Purchaser that the Owner and Promoter has the right to execute this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Purchaser created herein, may be prejudicially affected.
- (ii) The Unit and the Project are complete in all respect, habitable and have been constructed and developed without any workmanship or quality or structural defect.
- (iii) The transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in the name of the Purchaser is being done in the capacity of the Purchaser as a trustee on behalf of and for the benefit of the Association/Maintenance Company (as applicable) to be ultimately formed for the Project and that the Purchaser shall transfer the proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association/Maintenance Company (as applicable) at its own costs at the appropriate time after formation of the Association/ Maintenance Company (as applicable) and/or at such time when all the Owners of different Units transfer their proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association/Maintenance Company (as applicable). The Promoter is under an obligation to transfer in favour of the Purchaser the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Apartment. From Section 17 of the Real Estate (Regulation and Development) Act, 2016 it appears that the undivided proportionate title in the Common Areas and Installations is to be transferred to the Association in addition to handing over of the Common Areas and Installations to the Association. However, from Clause 10 of Annexure 'A' to the West Bengal Real Estate (Regulation and Development) Rules, 2021 it appears that by the Deed of Conveyance, title of the said Apartment together with proportionate indivisible share in the Common Areas and Installations are to be transferred to the Purchaser. It also appears from Section 5(2) of the WB Apartment Ownership Act, 1972 that undivided interest in the common areas and facilities shall be deemed to be conveyed or encumbered with the Apartment even though such interest is not expressly mentioned in the conveyance. Accordingly, there is contradiction,



ambiguity and/or lack of clarity regarding transfer of the undivided proportionate share in the Common Areas and Installations. Further as per the registration procedure followed by the Registration Authorities in West Bengal for registering Deeds of Conveyance regarding the said Apartment, the market valuation of the said Apartment is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any Apartment can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and Installations and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas and Installations. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas and Installations without which the Deed of Conveyance cannot be registered. Under the aforesaid circumstances, it is not possible for the Owner and Promoter to execute this Deed of Conveyance in favour of the Purchaser only in respect of the said Apartment excluding the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Apartment. Further and in any event, presently there is no procedure for registration of a Deed of Transfer/Conveyance of undivided proportionate share in the Common Areas and Installations in favour of the Association without any consideration. The consideration for the undivided proportionate share in the Common Areas and Installations is being paid by the Purchaser and no amount is or shall be receivable by the Promoter from the Association. Under the circumstances, at present there is no practical method of transfer of undivided proportionate share in the Common Areas and Installations in favour of the Association without payment of any consideration. In view of the above situation, the Promoter has no option but to execute this Deed of Conveyance in favour of the Purchaser transferring also the undivided proportionate share in the Common Areas and Installations since the stamp duty and registration fees are being paid by the Purchaser on such basis and in as much as the ultimate aim of the Real Estate (Regulation and Development) Act, 2016 including Section 17 thereof and Annexure A of the Rules is that the Promoter should not retain ownership of the undivided proportionate share in the Common Areas and Installations which should be transferred to the Purchaser and/or for his/her benefit to the Association. Under such circumstances, the Promoter is hereby discharging its obligation of transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Apartment in favour of the Purchaser herein with the understanding that the



Purchaser shall hold the same in trust for the Association/Maintenance Company (as applicable) to be formed in future in respect of the Project and shall transfer the same to such Association/Maintenance Company (as applicable) in accordance with law, if and when clarity is available on the above issue. If necessary, the Promoter agrees to join as a party to such deed and/ or document for transfer of undivided proportionate share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable). The stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Purchaser of the Project.

IV. THE PURCHASER DOETH HEREBY COVENANTS WITH THE PROMOTER as follows :

- A.** The Purchaser so as to bind himself/herself to the Promoter and the other Purchaser/Owners and so that this covenant shall be for the benefit of the Project and other Apartments therein hereby covenants with the Promoter and with all the other Owners that the Purchaser and all other persons deriving title under them will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutata mutandis.
- B.** The Purchaser hereby acknowledges that it is his/her/its obligation and liability to make payment of all rates, taxes and all other outgoings whether local state or central in respect of his/her/it Unit from the date or deemed date of delivery of possession of the said Apartment to the Allottee and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and agrees to indemnify and keep the Owner and the Promoter and the Association saved harmless and fully indemnified of and from against all losses damages costs claims actions and proceeding including litigation cost suffered by the Promoter for non payment or delay in payment of the same.
- C.** In terms of the Sale Agreement, the Allottee has at or before the execution hereof deposit and/or keep deposited with the Promoter a sum of Rs. /- (Rupees) only to remain in deposit with the Promoter and in the event of any default by the Purchaser in making payment of the municipal and other rates taxes (if applicable) and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule** within the due dates and in the manner mentioned hereunder, the Promoter in their



sole discretion and without prejudice to the other rights and remedies available to the Promoter, be entitled to meet out of the said deposit the amount under default. At the time of handover of the common areas and the common purposes to the Association/ Maintenance Company, the Promoter shall transfer the balance lying in the said deposit account of the Purchaser to the Association / Maintenance Company.

1. MAINTENANCE OF THE SAID APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain the Project, including the Common Areas and Installations and the essential services, till taking over of the maintenance of the Project by the Association of Purchaser subject to Purchaser making payment of the maintenance charges agreed under these presents.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Purchaser of the said Apartment shall be bound and obliged to comply with the same.

2. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

Purchasers.

The Promoter/maintenance agency/association of Purchaser, as the case may be, shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Purchaser agrees to permit the Promoter/association of Purchaser and/or maintenance agency to enter into the said Apartment or any part thereof, after due prior written notice of 48 hours and during the normal working hours, unless emergent circumstances warrant otherwise, with a view to set right any defect.

3. USAGE

Use of Service Areas : The service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric substation, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's, waiting room(s)/storage room(s)/ changing room/wash room for staff etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use



by the association of Purchaser formed by the Purchaser for rendering maintenance services.

4. COMPLIANCE WITH RESPECT TO THE APARTMENT :

- 4.1.** The Purchaser shall, after taking possession, be solely responsible to maintain the said Apartment at his/her/its own costs, in good repair and condition and shall not do or suffer to be done anything in or to the said Project, or the said Apartment or the staircases, lifts, common passages, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project are not in any way damaged or jeopardised.
- 4.2.** The Purchaser further undertakes, assures and guarantees that he/she/it would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face /façade of the Building or anywhere on the exterior of the Project therein or the Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common areas of the Project. The Purchaser shall also not remove any wall including the outer and load bearing wall of the said Apartment.
- 4.3.** The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Purchaser and/or maintenance agency appointed by the association of Purchaser. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

5. OTHER PROVISIONS :

- 5.1.** Save the said Apartment the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other Apartments and spaces or constructed areas to the extent not forming part of the Common Areas and Installations and the Promoter 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, in its absolute discretion, shall think fit and proper and the 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 of the said areas and spaces belonging to the Promoter exclusively.

5.2. The said Apartment is liable to be assessed to municipal tax for the quarter subsequent to the quarter in which the said Apartment has been granted Full Completion Certificate. The Purchaser shall within 6 (six) months from the date hereof apply for at his own costs separate assessment and mutation of the said Apartment in the records of the concerned authorities.

5.3. In case of any amount (including maintenance charges) being due and payable by the Purchaser to the Promoter and/or the Maintenance In- Charge, the Purchaser shall not be entitled to let out, transfer or part with the possession of the said Apartment till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge or the association of allottees, as applicable.

5.4. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign/signage without any fee or charge and also to install and/or permit any telecom company or service provider to install Towers, V-Sat, Dish or other Antennas or installations of any nature in the Project on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Purchaser, and the Purchaser hereby consents to the same;

5.5. The Promoter shall in its sole discretion be entitled to sell transfer deal with and/or otherwise dispose off the Parking Spaces and parking rights and/or grant to any Purchaser the right to park motor cars and/or other vehicles in or at the Parking Spaces save and except the Parking Spaces purchased to the Purchaser herein.

5.6. The Purchaser shall have no connection whatsoever with the Purchaser/Buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Purchaser (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Purchaser's obligations and the Purchaser's



obligations and the Developer's/Promoter's rights shall in no way be affected or prejudiced thereby.

- 5.7.** The properties and rights hereby transferred to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 5.8.** The Purchaser shall be and remain responsible for and indemnify the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Project or any other of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Sale Agreement and these presents to be observed fulfilled and performed by the Purchaser.
- 5.9.** The Project at the said Land shall bear the name unless changed by the Promoter from time to time in its absolute discretion and the Logo shall always be displayed at a prominent place in the Project.
- 5.10.** The paragraph heading(s) do not form a part of this Indenture and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

THE FIRST SCHEDULE AS ABOVE REFERRED TO :

Part - I

(Description of the entire Property)

ALL THAT piece and parcel of measuring **6 Cottahs 5 Chittaks & 20.927 Sq. ft.**, be the same (a little more or less) along with G+3 storied residential Building named and known as **"ONE 21"** lying and situated at Premises No. 121, Shyama Prasad Mukherjee Road, Police Station - Tollygunge, Kolkata - 700026 within the limits of



Kolkata Municipal Corporation Ward No. 87 and butted and bounded in manner following :

ON THE NORTH : By Partially by Premises No. 115 & 119, S.P.Mukherjee Road;

ON THE EAST : By 10, Raja Basanta Roy Road;

ON THE SOUTH : By 123, S.P.Mukherjee Road;

ON THE WEST : By 45 mts (approx) Wide Road known as Shyama Prasad Mukherjee Road.

Part- II

(Devolution of Title acquired by the Owner/First Party)

WHEREAS one Sri. Ashutosh Bhattacharjee, son of Late Pratap Chandra Bhattacharjee was the sole and absolute owner in respect of ALL THAT piece and parcel of rent free plot of land measuring about 6 Cottah 5 Chittack 21 Sq.Ft., Dihi Panchanangram, Division- 6, Sub-Division- "R", Holding Nos. 22 & 23, having Plot No. 227/1 the Calcutta Improvement Trust under Scheme No. 4/1 along with 3-storied Residential Building standing thereon lying and situates at Premises being No. 110, Russa Road (previously a portion of Premises Nos. 115, 116 & 117, Russa Road) under Police Station- Tollygunge within the limits of the then Corporation of Calcutta under Ward No. 27, District- the then 24-Parganas by purchase from the erstwhile Owner namely Sri. Sudhirendra Nath Dey, son of Late Mahendra Nath Dey, by virtue of a registered Bengali Saf Bikray Kobala dated 21.02.1944, which was confirmed by Smt. Lakshmi Moni Dey, wife of Sri. Sudhirendra Nath Dey and registered in the Office of the D.S.R. at Alipore and recorded in Book No-I, Volume No. 18, Pages from 243 to 250, being No. 945 for the year 1944;

AND WHEREAS upon such purchase as stated above said Sri. Ashutosh Bhattacharjee had become the sole and absolute owner in respect of the aforesaid landed property and had been in peaceful possession and enjoyment of the same on payment of Taxes and other outgoing charges to the appropriate authorities by exercising all rights of ownership according to law to the exclusion of others and got mutated his name with the records of the then Corporation of Calcutta in respect of the aforesaid landed property, which was subsequently assessed and remembered by



the then Corporation of Calcutta as Premises No. 121, Shyama Prasad Mukherjee Road;

AND WHEREAS while thus well seized and possessed of and otherwise sufficiently entitled to the aforesaid landed property said Sri. Ashutosh Bhattacharjee made a Deed of Settlement/Trust dated 31.03.1958 and devolved and bestowed the aforesaid landed property unto and in favour of his one of sons namely Sri. Gopal Chandra Bhattacharjee, the Trustee of the said Trust with a provision that after the demise of the said Trustee Sri. Gopal Chandra Bhattacharjee, his legal heirs in the male line shall be entitled to get into possession of the said property and enjoy the same as absolute owners with full rights of disposal Provided Always that in case there being no heir in the male line heirs in female line will get the property absolutely, failing which the widow of Gopal Chandra Bhattacharjee will enjoy the property for life, thereafter the same will devolve on such heirs as are provided in the law of land and the said Deed was registered in the Office of the Registrar of Assurances, Calcutta and recorded in Book No-I, Volume No. 56, Pages from 19 to 24, being No. 1396 for the year 1958;

AND WHEREAS subsequently upon demise of said Ashutosh Bhattacharjee said Sri. Gopal Chandra Bhattacharjee got mutated his name with the records of the then Corporation of Calcutta in respect of the Premises No. 121, Shyama Prasad Mukherjee Road (previously known as 110, Russa Road), P.S. Tollygunge and had been in peaceful possession and enjoyment of the same on payment of Taxes and other outgoing charges to the appropriate authorities by exercising all rights of ownership according to law to the exclusion of others;

AND WHEREAS subsequently by virtue of a registered Indenture dated 23.11.2005 sold, transferred and conveyed the aforesaid landed property unto and in favour of one M/S. PELICAN KINEMATICS, a Partnership Firm, having its registered office at F- 67, Kamalalaya Centre at 156A, Lenin Sarani, Kolkata- 700 013, represented by its Partners (1) Sri. Biplab Roy Chowdhury, son of Late Baman Chandra Roy Chowdhury and (2) Sri. Somesh Das, son of Late Pramatha Ranjan Das at or for a valuable consideration as mentioned therein and the said Deed was registered in the Office of the A.D.S.R. at Alipore, South 24-Parganas and recorded in Book No-I, Volume No. 171, Pages from 132 to 150, being No. 02146 for the year 2006;

AND WHEREAS upon such purchase as stated above said M/S. PELICAN KINEMATICS had become the sole and absolute owner in respect of the said property and while thus well seized and possessed of and otherwise sufficiently entitled to the same and had been in peaceful possession and enjoyment thereof on payment of



Taxes and other outgoing charges to the appropriate authorities by exercising all rights of ownership according to law to the exclusion of others;

AND WHEREAS thereafter said M/S. PELICAN KINEMATICS, represented by its one of the Partners namely Sri. Biplab Roy Chowdhury, son of Late Baman Chandra Roy Chowdhury sold, transferred and conveyed the aforesaid Premises being No. 121, Shyama Prasad Mukherjee Road (previously known as 110, Russa Road) P.S. Tollygunge, Kolkata- 700 026 unto and in favour of M/S. RITESH HOTEL AND HOMES PVT. LTD., a Private Limited Company within the meaning of the Indian Companies Act, 1956 having its Office at 6, Brabourne Road, P.S. Hare Street, Kolkata- 700 001, represented by its one of the Directors SRI. RAJ KUMAR JAISWAL, son of Late Ghamandi Lal Jaiswal, by executing a registered Deed of Sale dated 30.09.2009, which was registered in the Office of the A.D.S.R. Alipore and recorded in Book No-I, C.D. Volume No. 29, Pages from 2500 to 2519, being No. 06593 for the year 2009;

AND WHEREAS upon such purchase as stated above said M/S. RITESH HOTEL AND HOMES PVT. LTD. has become the sole and absolute owner in respect of the aforesaid Premises being No. 121, Shyama Prasad Mukherjee Road (previously known as 110, Russa Road), P.S. Tollygunge Kolkata- 700 026 and while thus well seized and possessed of and otherwise sufficiently entitled to the same and has been in peaceful possession and enjoyment of the same on payment of Taxes and other outgoing charges to the appropriate authorities by exercising all rights of ownership according to law to the exclusion of others;

AND WHEREAS the present Owner while thus well seized and possessed of and otherwise sufficiently entitled to the said property as its sole and absolute Owner and has been in peaceful possession and enjoyment of the same on payment of Taxes and other outgoing charges to the appropriate authorities by exercising all rights of ownership according to law to the exclusion of others.

THE SECOND SCHEDULE AS ABOVE REFERRED TO

Part - I

(Apartment)

ALL THAT Flat/ Apartment No. _____, on the _____ floor on the building being constructed on the land as a part of the project having a carpet area of about _____ Sq.Ft more or less, with the respective areas of the verandah/balcony, open terrace (if any) and store (if any) being respectively _____ Sq.ft more or less, _____ sq.ft more or



less and _____ sq.ft more or less, thus aggregating to a built up area of _____ sq.ft more less.

For the purpose of payment of the proportionate common expenses and maintenance charges by the allottee, the chargeable area shall be the sum total of the Built Up Area and Proportionate Common Areas which comes to _____ sq.ft more or less (super built up area).

Part-II
(Car Parking Space)

All that the _____ (___) number(s) of covered space(s) at the building on the land, as earmarked, identified, and designated by the Promoter for the parking of private medium sized car(s) owned by the allottee within such space.

Part-III
(Plan)

Part-IV
(Said Application)

Allottee has applied for the said unit being Apartment no. _____, vide Application No. _____ dated _____.

Part - V
(Said Allotment)

Provisional Allotment Letter dated _____ issued in favour. of the Purchaser/ Purchasers.



THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Areas and Installations)

1. The foundation, columns, beams, supports, entrance and exit.
2. Boundary walls of the premises including outside of the walls of the building and main gates ..
3. Entrance lobbies, Driveways, lobbies.
4. Water sewerage and drains, sewerage, drainage connection pipes from the flat to drains and sewers common to the premises.
5. Lift, Lift areas & lift landings .
6. Water pumps and motor with installation and space thereof . *
7. Overhead water tanks and underground water reservoirs, water pipe and other common plumbing installations and space thereof . *
8. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those which are installed for any particular Unit) and spaces required thereof .
9. Staircase and staircase landing from ground floor to Roof .
10. Roof of the Building, open spaces and all passages.
11. Windows/Doors/Grills and other fittings of the common areas of the said Premises.
12. Security Room
13. Toilets and Bathrooms on the Ground Floor of the said Premises for use of the Durwans, Drivers, Maintenance Staff, Security Staff and other Staffs of the said Premises



14. DG Generator sets and Control Panels for optimum Power Backup for Common area as well as Flats.
15. Surveillance facility with CCTV on Ground Floor common areas
16. Changing Rooms
17. Guest Rooms

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(Common Expenses)

1. **MAINTENANCE** : (Both periodical and annual) All costs and expenses of maintaining repairing redecorating and renewing (including Paining) etc., of the main structure and in particular gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Project and enjoyed or used by the Allottee in common with each other, main entrance and exit gates, landings and staircases of the said Project and enjoyed by the Allottee in common as aforesaid and the boundary walls of the premises, compounds, shared Infrastructure etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircase and other parts of the said Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses (including AMCs) for running and operating all machines equipments and installations comprised in the Common Arcas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Façade Lighting, BMU, Bus Riser, Deep Tube Well, STP, WTP, Reverse Osmosis Plant, Aviation Light, Back up/ Emergency Lighting (UPS and Inverter), BMS Lighting, Accessories, BMU, Access Control Devices, RFID & Biometric Machines and Shared Infrastructure together with other Equipments and accessories in or for the Club Meraki or the air-conditioned hall etc., if and as applicable) and also the costs of repairing, renovating and replacing the same.



3. **STAFF** : The salaries of and all other expenses of the outsourced and/or pay roll staffs to be employed to operate and maintain the common including salaries/contractual payments for cleaning staff, F & B staff, operators for the WTP, STP, facade maintenance, Fireman and staff for the club and for common purposes (viz. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their annual perks.
4. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings, (if levied) in respect of the common areas of the said Project (save those assessed separately in respect of any independent unit).
5. **INSURANCE** : Insurance premium, if incurred for insurance of the said Project, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES** : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS** : All other expenses and/or outgoings as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Easements)

1. The Allottee 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 Promoter and/or the other occupiers of the said Project and the Maintenance In- Charge the rights easements quasi easements privileges and appurtenances hereinafter morefully and particularly set-forth in the **Sixth Schedule** hereto and also elsewhere herein contained.
2. The right of access and way in common with the Promoter and/or other occupiers of the said Project at all times and for all normal lawful purposes connected with the 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 reasonable use and enjoyment of the said **Unit Provided Always** and it is hereby declared that nothing herein contained shall permit the Allottee or any person deriving title under him or his 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 Promoter and/or other occupiers of the said Project 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 said Project 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 said Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Allottee with or without workmen and necessary materials to enter from time to time upon the other parts of the Project 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 Project 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 writing of his intention so to enter to the Promoter and/or Maintenance- In-Charge and/or the occupier affected thereby.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

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

The undermentioned rights easements quasi easements and privileges appertaining to the Project shall be excepted and reserved for the Promoter and/or the Maintenance In-charge and/or the other occupiers of the Project:



1. The right of access and way in common with the Allottee and/or other person or persons entitled to the other part or parts of the Project 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 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 Project through pipes drains wires conduits lying or being in under through or over the said Unit, Shared Infrastructure and all other parts of the Project as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project subject to the other provisions elsewhere herein contained.
3. The right of protection of other part or parts of the Project 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 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 Project.
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 Promoter, the Maintenance-In-Charge and the occupiers of other part or parts of the Project shall give to the Allottee a prior forty- eight hours written notice of its or their intention for such entry as aforesaid.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(Terms, conditions, covenants, stipulations, restrictions to be observed by the Allottee of the Flat/Apartment)

As a matter of necessity, the ownership and enjoyment of the Units by Allottee shall be consistent with the rights and interest of all the other Flats Owners and in using and enjoying their respective units and the Common Areas and Installations, each of the Flat Owners shall be bound and obliged to follow the House Rules mentioned the Sale Agreement and the following:

- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Project and the common purposes;



- (b) to observe fulfil 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 and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
- (c) to allow the Maintenance In-charge and its authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In- charge thereabout unless the circumstance warrant otherwise;
- (d) to use their respective Units (and utility rooms etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained it being expressly agreed that such restriction on the Allottee shall also be equally applicable to the Promoter.
- (e) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (f) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (g) to keep the common areas, open spaces, paths, roofs, passages, staircases, lobbies, landings etc., in the said Project 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 therein or thereat or in any other common areas of the said Project.
- (h) not to claim any right whatsoever or howsoever over any unit or portion in the said Project save their respective units.
- (i) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Apartment save decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no



- event any Flat Owner shall open out any additional window or any other apparatus protruding outside the exterior of his Unit.
- (j) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Project or may cause any increase in the premium payable in respect thereof.
 - (k) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Flat/Apartment or the said Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
 - (l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Apartment nor allow or permit any other person to do so.
 - (m) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the said Project. (n) To keep their respective units and party walls, sewers, drains pipes (including Balcony drainage), cables, wires, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the said Project. In particular and without prejudice to the generality to the foregoing, the Allottee shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
 - (o) not to let out transfer or part with the possession of the parking spaces allotted and/or granted to them independent of the flats / apartments sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats / apartments to any other Owner of flat / apartment in the Building and none else.
 - (p) In the event any Allottee has been allotted any car parking space within the Premises, then such Allottee shall be bound and obliged to observe fulfil and perform the following terms and conditions:
 - i. The Allottee shall use such Parking Space only for the purpose of parking of a motor car within the allotted demarcated space and for no other purpose whatsoever;



- ii. The Allottee shall not be entitled to sell transfer or assign such parking space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his/her/its apartment, to any person with the only exception being that he/she/it shall be entitled to let out transfer or part with possession of the same independent of apartment to any other allottee of apartment in the Project and none else; iii. The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
- iv. The Allottee 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 said Project or any other portion of the said

Project save at the allotted Parking Space;

- v. The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said Buildings and the said premises.
 - (q) The Allottee 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 with regard thereto
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th 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 Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon them, in case the same are left in their respective units or in the respective letter boxes.
 3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building, the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other Flat Owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled



to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

4. In the event of any of the Flat Owners 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 them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Flat Owner, such defaulting Flat Owner shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (percent) per month on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to after giving 21 days prior written notice to the Flat Owner to remedy the default:
- (i) disconnect the supply of electricity to the unit of the defaulting Allottee;
 - (ii) withhold and stop all other utilities and facilities (including generator etc.) to the defaulting Flat Owner and his/her/its/ their employees, servants, visitors, guests, tenants, licensees and/or his/her/its/ their unit;
 - (iii) to demand and directly realise rent and/or other amounts becoming payable to the defaulting Flat Owner by the tenants or licensees or other occupant in respect of the unit of the defaulting Allottee.
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Project.

4.1. It is also agreed and clarified that in case any allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection/ discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.



IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the said
OWNER of the **FIRST PART**
at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the said
PROMOTER of the **SECOND PART** at
Kolkata in the presence of: -

SIGNED SEALED AND DELIVERED by the said
PURCHASER of the **THIRD PART** at
Kolkata in the presence of:



MEMO OF RECEIPT

RECEIVED a sum of Rs. _____/- only as total consideration in respect of the said Flat and Car Parking Spaces as mentioned in the **SECOND SCHEDULE** from within named **Purchaser** in the following manners :-

WITNESSES

1.

2.

Signature of the **PROMOTER**

