

THIS DEED OF CONVEYANCE

is executed on

this _____ day of _____,

20_____

BETWEEN

V.V.A FINANCE LIMITED, a Company within the meaning of Companies Act, 2013 having its registered office at 204, Eastern Building, 19, R N Mukherjee Road, Kolkata - 700001, P.S. Hare Street, P.O R N Mukhejee Road (PAN AAACV8994R / CIN U65993WB1984PLC037171) represented by its authorized signatory **Mr. Tushar Goenka**, son of Bimal Kumar Goenka, by nationality Indian residing at 376/A, S N Roy Road, P.O. Sahapur, P.S. New Alipore, Kolkata 700038, (ADHAAR 3074 8953 8042 / PAN ADFPG9469H) hereinafter referred to as "**Owner**" (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors in office, successors in interest, agents and assigns) of the One Part

AND

[If the Allottee is a company]

(CIN No. [____]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at [____] (PAN [____]), represented by its authorized signatory, (Aadhaar No. [____]) duly authorized vide board resolution dated [____], hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **OTHER PART**.

[OR]

[If the Allottee is a Partnership]

[____], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [____] (PAN [____]), represented by its authorized partner (Aadhaar No. [____]) duly authorized vide hereinafter referred to as the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), of the **OTHER PART**

[OR]

(1) _____ [PAN: _____], son/wife/daughter of _____ AND (2) _____ [PAN: _____], son/wife/daughter of _____, both residing at _____ hereinafter called the "**Allottee(s)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**

In this Agreement, unless the context requires otherwise reference to the singular includes a reference to the plural and vice versa.

WHEREAS:

- A. By a Deed of Trust dated 26th March 1924, a trust was created under the name and style "Somani Trust". Hazarimul Somani, Onkarmal Somani, Ramdayal Somani, Jhotalal Bahety and Kishanlal Maru were appointed first trustees of the Somani Trust.
- B. By and under an Indenture dated 13th July 1929 and registered at the Office of the District Sub Registrar, 24 Parganas in Book No. I, Volume No. 76, Pages 188 to 190, Being No. 4620 for the year 1929 The Trustees For the Improvement of Calcutta as "Board" sold and transferred ALL THAT piece and parcel of revenue free land measuring about 16 Cottah 6 Chittacks 3 Sq. Ft. situate and being Plot No. 194 of the surplus lands in Improvement Scheme No. XV(B), formed out of portions of 15 Dhakuria Road, 25 & 27 Monoharpukur 1st Lane, being parts of Holding Nos. 96, 111, 113, 114, 115 Sub - Division Q, Division VI, Dihi Panchannagram, District 24 Parganas, Thana Tollygunge (Said Land) to Hazarimall Somani, Onkarmall Somani and Ramdayal Somani.

- C. By and under a Declaration of Trust of Somani Trust dated 5th October 1936, Hazarimall Somani, Onkarmall Somani, Ramdayal Somani and Radhakissen Maru, being the then Trustees declared that sometimes in 1924 certain sum of money was set apart and held by them in trust for the purpose for being applied in favour of the charities. The Trustees also declared that Said Land purchased by three of them out of the trust funds then lying in the hands of the trustees however it was not mentioned that the consideration money was paid out the trust fund and subsequent thereto the trustees erected a three storied building thereon and the holding of the premises of the Said Land came to be numbered as 132 Rash Behari Avenue, which now formed part of the Kolkata Municipal Corporation i.e. the Said Premises. In the said Deed the Trustees declared that since purchase said Somani Trust was holding the Said Land.
- D. By and under an Indenture of Settlement dated 14th January 1941, registered at the office of the Sub Registrar, 24 Parganas, in Book No. I, Volume No. 13, Pages 146 to 156, Being No. 482 for the year 1941 the Settlers stated that the property was purchased for charities detailed therein. In the Deed it was stated that the first trustees of Somani Trust were Hazarimall Somani, Onkarmall Somani and Ramdayal Somani and Radhakissen Maru. The Trust Deed also provided that if for any reason whatsoever Hazarimull Somani and Onkarmull Somani ceased to be trustees the eldest male member of the respective family shall become trustee in their place.
- E. Said Onkarmull Somani died on 12th November 1960 leaving Basudeo Somani as the eldest surviving male member of his family. Hazarimull Somani also died on 16th May, 1961 leaving behind Gajadhar Somani as the eldest surviving male member of his family. Radha Kisheen Maru also died on 16th October 1962.

- F. By and under a Deed of Appointment dated 16th August 1963 and registered at the office of the Sub Registrar Bombay Being No. 2843 of 1963 said Basudeo Somani and Gadadhar Somani were appointed as new trustees instead and in place of Hazarimull Somani and Onkarmull Somani
- G. Minutes of Meeting dated 6th December 1975 recorded inability of Basudeo Somani and appointment of Krishna Kumar Somani as additional trustee. Subsequently in Deed of Appointment dated 29th January 1976 it was stated that Radhakissen Maru died on 16th October 1962, Gadadhar Somani died on 8th January 1973 and Krishna Kumar Somani was appointed as new trustee
- H. Minutes of Meeting dated 28th November 1981 recorded demise of Ramdayal Somani and appointment of Ramnarayn Somani as new trustee. Subsequently, in Deed of Appointment dated 28th June 1982 it was stated Hazari Somani, Onkarmul Somani, Ramdayal Somani and Jhuthalal Bahety, Kishanlal Maru were appointed as first trustees and Jhuthalal Bahety died on 27th January 1942 in addition to the facts stated in other deeds of appointment prior thereto. By this Deed Ramnarayan Somani was appointed as new trustee in place of Ramdayalji Somani
- I. Minutes of Meeting dated 10th August 1983 recorded requirement of immediate repair of Said Premises, tenancy of 9 flats, approximately 2600 sq. ft. from the side of Sarat Bose Road, Rash Behari Avenue was within road alignment, occupancy of shops illegally standing in front of the boundary walls of the Said Premises, pendency of proceedings for unauthorized constructions. It was also recorded that the Trust was not in a position to remove the shops and demolition of shops was impossible. It was also recorded that the trustees unanimously accepted that that there was no justification in spending

a huge amount of money for repair of the Said Premises and possible attempt should be made to see whether the Said Premises could be sold on "as is where is condition" and unanimously decided to sell the Said Premises on "as is where is condition"

- J. In Minutes of Meeting dated 29th March 1984 all purchase proposals were discussed and resolved that proposal of V.V.A. Finance Limited was unanimously approved and accepted. It was also decided that sale proceeds shall be kept in fixed deposit account with Nationalized Bank and any other Government Securities and formal agreement be entered with V.V.A. Finance Limited. It was made clear that sale proceeds would be utilized for the purpose and objects of the trust. It was further decided that if necessary a formal sale agreement be entered with M/s. V. V. A. Finance Limited and the trustees are jointly and severally authorized to sign the said agreement for sale for and on behalf of all the trustees and trust estate.
- K. By and under an Indenture dated 14th March 1985 and registered at the office of the Sub Registrar, Bombay Being No. 833 for the year 1985 Somani Trust sold the Said Premises to V.V.A. Finance Limited and thus the Owner herein became the absolute owner of the Project Land.
- L. Then Owner has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the unit from the Kolkata Municipal Corporation vide Sanction Plan No. 2023080114 dated 17/02/2024 and other competent authorities. The Owner agrees and undertakes that it shall not make any changes to these approved plans except in compliance with the Act and other laws as applicable.
- M. The Kolkata Municipal Corporation has granted the Building Permit Plan to develop the project vide approval dated 17.02.2024 bearing

no. 2023080124 for development and construction of a G+VII storied commercial building named as 'AVISHI CROSSROADS' (Project)

- N. The Owner has also registered the Project constructed on the Said Premises/Project Land as a 'Real Estate Project' with the West Bengal Real Estate Regulatory Authority ("WBRERA") at Kolkata under the provisions of the Act, Rules and Regulations and other circulars and rulings issued thereunder from time to time with the latest Registration No. _____ for Avishi Crossroads.
- O. The Allottee(s) has entered into an Agreement for Sale dated _____ ("Said Agreement") by and under which the Allottee(s) agreed to, on the terms and conditions mentioned therein, purchase and acquire the commercial unit bearing No. "_____", on the _____ floor, to contain by measurement _____ sq ft super built up area more or less [which corresponds to _____ sq. ft. built-up area (more or less) / AND _____sq. ft. carpet area (more or less) of the Unit together with undivided proportionate share of the land underneath the said building wherein the said Unit is located together with the undivided share or interest in the common area, amenities and facilities **TOGETHER WITH** the right to park _____ medium sized motor car on the MLCP] Car Parking within the said Project constructed at the Said Premises/Project Land (hereinafter referred to as the "Unit"), more particularly described in Schedule II, [**which has been registered with the Office of the _____ in Book No. I Being No. _____ of _____**]. The floor plan of the Unit is annexed hereto.
- P. The Owner has since completed construction of the Project and has since been granted a Completion Certificate dated [•] by the [•].

- Q. The Allottee(s) represents and confirms that it has inspected all the documents pertaining to the Project and the Said Premises including but not limited to all the title documents and the sanctions permissions etc and has fully satisfied itself in all respects, with regard to the right, title and interest of the Owner in the Project and its right to convey the Unit to the Allottee(s). The Allottee(s) has also satisfied itself with the Unit, the facilities, amenities, specifications, construction quality, measurements and other details and the completion and finishing thereof upon complete satisfaction of performance of all obligations of the Developer, the Allottee(s) has taken possession of the said unit.
- R. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.
- S. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSETH

1. In consideration of the payment of the entire consideration of Rs. _____/- (Rupees _____ only) ("Total Price" as morefully described in the Schedule V written hereunder) alongwith Taxes, and the statutory and other charges by the Allottee(s) in terms of the Said Agreement and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Allottee(s) stated in this Conveyance Deed which amount has been arrived at upon due settlement of all accounts (including claims and counter claims for delay etc.), the Owner hereby sell convey and transfer unto the Allottee(s), the said

Unit more particularly described in Schedule II, absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the land appurtenant thereto (as mentioned in Schedule I) as also in the Common Areas (as mentioned in Schedule III);

2. The Allottee(s) shall have the right to the Unit as mentioned below:
 - (i) The Allottee(s) shall have exclusive ownership of the Unit.
 - (ii) The Allottee(s) shall have variable undivided proportionate share in the Land appurtenant to the said Unit as also in the Common Areas. Since the share/ interest of the Allottee(s) in the Land Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
3. The Allottee(s) agrees and undertakes that the Unit shall be treated as a single indivisible shop/commercial/office unit for all purposes and that common areas / services / facilities of the Building (as mentioned in Schedule III hereto) shall be available for use and enjoyment of all allottees / unit owners of the Building. The Allottee(s) hereby further agrees that irrespective of location of any of the facilities of amenities within the Project, occupier of unit shall be entitled to jointly use and enjoy the common areas / services / facilities to the extent as permitted and defined herein.
4. The Owner has paid / is liable for all outgoings upto the Completion Date (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, which are related to the Project). All outgoings from the Completion Date in respect of the Unit is the sole liability of the Allottee(s), irrespective of whether the same has accrued or not, levied or leviable in future.

5. The Allottee(s) agrees and undertakes that the covenants, restrictions, obligations and undertaking as set out in Schedule VI hereto shall bind the Allottee(s) and the Unit and all transferees of the Allottee(s). The covenants contained in this Deed shall be covenants running with the land.
6. The Building in which the Unit is located has been completed and the necessary occupation certificate in respect of the said Building has been obtained from the Competent Authority.
7. The Owner has handed over the vacant, physical and peaceful possession of the Unit to the Allottee(s) as per the specifications & amenities mentioned in Schedule III hereto. On and from the date of Completion Date, the Allottee(s) has been and shall continue to be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Unit as may be levied by the Association of Allottees, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority including those as set out in Schedule IV hereunder.
8. On and from the Completion Date the Allottee(s) is liable to pay for the electricity, water and other consumptions at the Unit as per the bills issued by the Competent Authorities and service providers, from time to time.
9. The Allottee(s) hereby agrees and undertakes to be a member of the Association of Allottees and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Allottees. The Allottee(s) shall observe and perform all the rules, regulations of the Association of Allottees that may be specified in detail under its bye-laws.

10. The Owner hereby represent and warrant to the Allottee(s) as follows:
- (i) The Owner has lawful rights and requisite approvals from the Competent Authorities for construction of the Project and Completion Certificate has been granted by the Kolkata Municipal Corporation;
 - (ii) There are no litigations pending before any Court of law or authority with respect to the said Unit;
 - (iii) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
 - (iv) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Owner in respect of the Said Premises or any part thereof.
11. The Allottee(s) acknowledges that the CAM (Common Area Maintenance) Charges have commenced on and from the date of Offer of Possession by the Owner (CAM Commencement Date). The Allottee(s) agrees, acknowledges and undertakes that the Allottee(s) shall, on and from the CAM Commencement Date, be liable for and pay the maintenance charges in relation to the Unit as may be levied by the Association from time to time. It is made clear to the Allottee(s) that the Allottee(s) as a Member of the Association alongwith other members shall be liable to maintenance and operation of Common Areas of the Project.
12. The Allottee(s) further agrees and acknowledges that the Allottee(s) shall be responsible for all municipal rates and taxes (assessed or unassessed) for the said Unit (including the land appurtenant thereto) from the CAM Commencement Date, whether levied or not, accrued or

accruing in future, including any claims that may be raised by the concerned authorities at a later date

13. The Allottee(s) agrees to maintain at the close of each financial year ending on 31st March the sinking fund with the Association of Allottees computed on the basis of per square feet of the Unit (which rate shall be uniformly applicable to all allottees at the Building). The quantum of deposit may be altered by the Association of Allottees and the Allottee(s) undertakes to abide by the same.
14. As and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the allottees / occupants of units at the Project / Building, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Unit to the total Carpet Area of all the units in the Project, as the case may be).
15. The service areas, as located within the Project, earmarked for purposes including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses. The Allottee(s) 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 Allottees formed by the Allottees for rendering maintenance services.
16. The Allottee(s) acknowledges that any Unsold Units in the Project shall not, for a period of _____ months from the Completion Date, be liable for any CAM or other charges. However, the municipal rates and taxes shall be payable by the Owner on such unsold units.

17. 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 Owner as per the Said Agreement is brought to the notice of the Owner within a period of 5 (five) years by the Allottee(s) from the Completion Date, it shall be the duty of the Owner to rectify such defects without further charge.
18. However, the Owner shall not be liable for rectification of defects in the following circumstances:
- (i) if the same has resulted due to any act, omission or negligence attributable to the Allottee(s) or the Association or arises out of any non-compliance of any Applicable Laws or terms of this Deed, by the Allottee(s) or the Association;
 - (ii) the defects that are the result of ordinary wear and tear in due course; and
 - (iii) Force Majeure;
 - (iv) Defect occasioned by subsequent act of the Allottee(s) or any third party;
 - (v) Defect accruing due to non-maintenance or failure to take care and/or periodic maintenance;

Provided that the Allottee(s) understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Owner, and the Owner shall not be liable for rectification of any defects as a result of negligence in maintenance.

Provided further that in case any such structural defect or any other defect in workmanship, quality or provision of services by the Owner at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Owner shall be entitled to the same, provided an intimation thereof has been provided to the Allottee(s) prior to expiry of the said initial 30 (thirty) days. The Allottee(s) hereby agrees to such additional time / extension of time without being entitled to / making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws.

19. The Allottee(s) further accepts and acknowledges that all plant machinery, fittings, fixtures, equipments, installations etc which are covered under third party warranty / AMC shall not fall within the Defect Liability of the Owner and any repair or resolution of defect in respect of the same shall be availed by the Allottee(s) through the Association directly from the concerned vendors / service providers.
20. The Owner and thereafter the Association of Allottees shall have right of access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Owner and thereafter the Association of Allottees together with its men and agents, with or without material, to enter into the Unit or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect concerning the Building / Project and the Common Areas.
21. The Allottee (s) shall permit any adjoining Unit Owner to enter and inspect the Units, upon due notice and during normal daytime hours, for the purposes of carrying out any repairs within such neighboring units.

22. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
23. The Owner has made it expressly clear to the Allottee(s) that the rights of the Owner in the Unit agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the prevailing laws and and/or any other statutory authority(ies) apart from those contained herein.
24. The Allottee(s) shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project and shall also abide by the applicable building plans and other Applicable Laws applicable to the Unit and /or the Project.
25. Wherever in this Conveyance Deed it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s)(s) in the Project, the same shall be the proportion which the Carpet Area of the Unit bears to the total Carpet Area of all the units in the Project comprising of all the buildings, as the case may be.

SCHEDULE I**(the Said Premises and/or Project Land)**

ALL THAT piece and parcels of land hereditaments and premises measuring about 16 (Sixteen) Cottahs 6 (Six) Chittacks and 3 (Three) Sq. Ft. together with Three Storied Building standing thereon situated and being Plot No. 194 of the surplus lands in Improvement Scheme No. XV(B) formed out of portions of 15 Dhakuria Road, 25 & 27 Monoharpukur Road 1st Lane being parts of Holding Nos. 96, 111, 113, 14, 115, Sub Division Q, Division VI, Dihi Panchannagram, situated, lying at and being Municipal Premises No. 132, Rash Behari Avenue, Police Station Tollygunge, District South 24 Parganas, within the limits of Ward No. 87 of the Kolkata Municipal Corporation:

And butted and bounded

On the NORTH : By _____
 On the EAST : By _____
 On the SOUTH : By _____
 On the WEST : By _____)

Or Howsoever otherwise the same is was or may be known numbered butted or bounded

SCHEDULE II**(UNIT)**

ALL THAT Unit being Commercial Unit No. _____, on the _____ floor, to contain by measurement _____ sq ft super built up area more or less [which corresponds to _____ sq. ft. built-up area (more or less) / AND _____sq. ft. carpet area (more or less) of the unit together with undivided proportionate share of the land underneath the said building wherein the said Unit is located together with the undivided

share or interest in the common area, amenities and facilities more fully mentioned herein of the said Project AVISHI CROSSROADS.

TOGETHER WITH the right to park _____ medium sized motor car on the MLCP] Car Parking

**SCHEDULE III ABOVE REFERRED TO
PART – I
(COMMON AREAS, AMENITIES AND FACILITIES IN THE PROJECT)**

SI No.	<u>COMMON AREAS</u>
1.	Lift Well and Machine Room
2.	Common Staircase, Mumties, Ramp
3.	Over Head Tank
4.	Ground Floor Lobbies
5.	All Floor Common Lobbies, Corridors And Common Toilet
6.	Handicap Toilet
7.	All Services, Shafts, Ducts And Electrical Meter Room
8.	Underground Tank
9.	Pathways & Driveways
10.	Fire Pump Room
11.	Fire Refuge Platforms
12.	Gate Goomty
SI No.	<u>AMENITITES AND FACILITIES</u>
1.	Lifts
2.	Water Supply System
3.	Drainage and sewerage pipeline and connection with municipal corporation outlet
4.	Electricity Connection

5. Plumbing & AC Ledge
6. Power Back-up Generators
7. Fire Fighting System
8. Intercom network
9. Common Area Security System
10. Broadband, Wi-Fi cable connections if any

PART – II

SPECIFICATIONS

Structure:	Door:	External Facade:
<ul style="list-style-type: none"> • Framed structure with seismic compliance as per IS code. Foundation with RCC piles and Pile cap/raft and PT Slab 	<ul style="list-style-type: none"> • Wooden flushed door 	<ul style="list-style-type: none"> • Combination of Cladding/ Paint/Louvers/Glazing as per the scheme of the Consultant
Floors:	Toilets:	Roof:
<ul style="list-style-type: none"> • Lobby and Staircase – Aesthetically designed typical floor lobby as per the scheme of the Consultant • Floor Retail Area – Vitrified tiles • Unit interiors – Vitrified tiles 	<ul style="list-style-type: none"> • Floor - Vitrified Tiles • Wall - Vitrified tiles up to dado height • Waterproofing with Plumbing and drainage tap off point at one location • White Sanitary ware of reputed brand 	<ul style="list-style-type: none"> • Façade Access System, Solar Power Equipment, Lighting Arrestor
Elevator:	Electrical Installations:	Walls & Finishing:
<ul style="list-style-type: none"> • Adequate elevators by reputed makers 	<ul style="list-style-type: none"> • Electrical wiring-3 phase upto main DB, Provision for Ac Power Point inside the said unit including copper pipe from ac ledge to the said unit • 24x7 manned premises with CCTV surveillance at designated areas 	<ul style="list-style-type: none"> • Conventional Bricks/AAC Block with paint finish • Gypsum/Cement Plaster on walls • Anti-Termite treatment during various stage of construction

	<ul style="list-style-type: none"> • Internet and Mobile Security- Tap-off at one point to be provided • Aesthetically designed air-conditioned ground floor lobby as per the scheme of the Consultant • DG Back Up • Automatic Changeover system for DG € Sufficient Project Illumination throughout the premises and street lighting inside the complex • AC point in all units 	<ul style="list-style-type: none"> • Waterproofing wherever necessary and Electrical Earthing wherever necessary as per scheme of consultant
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SCHEDULE IV

(Common Expenses)

SCHEDULE V ABOVE REFERRED TO:

(Consideration / Total Price)

[MACD & OTHER CHARGES]

SL NO	MACD	Amount (in INR)
1	TRANSFORMER	
2	GENERATOR	
3	FACILITIES & AMENETIES	
4	FLOOR ESCALATION	
5	PLC	

	DEPOSITS	

SL NO	PARTICULARS	Amount (in INR)
1	SINKING FUND @ Rs. _____ per square feet Carpet area	
2.	CAM CHARGES @ Rs. _____ per square feet Carpet area – 12 Months Advance To Be Deposited	

OTHER CHARGES

SL NO	PARTICULARS	Amount (in INR)
1	LEGAL CHARGES:	
	On drawing up Agreement:	
	On drawing up Conveyance:	
2.	MUTATION ASSISTANCE CHARGES: (To be paid on possession)	
3.	SOCIETY FORMATION CHARGES: (To be paid on possession)	

SCHEDULE VI

COVENANTS, OBLIGATIONS, RESTRICTIONS RIGHTS AND DUTIES OF THE ALLOTTEE(S)

1. As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations.
2. Each of the Allottees (including the Allottee herein) hereby covenant, agree and undertake that the Allottee(s) shall be bound and obliged:
 - a) to become and remain a Member of the Association of Allottees as may be formed by the Owner and no other Association.

- b) to co-operate with the Association of Allottees (until handover to the Association, with the Owner), in the management and maintenance of the Project and the common purposes;
- c) 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 Project and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Owner and/or the Association, as the case may be.
- d) to not hold the Owner liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
- e) to allow the Owner and/or the Association and their authorized 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 48 (forty-eight) hours of giving of a notice in writing by the Owner and/or the Association thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
- f) That it is agreed and accepted by the Allottee(s) that upon creation / incorporation of the said Association, the common equipments pertaining to power back-up, etc. shall be transferred in favour of the said Association and that unless agreed the Owner / Maintenance Agency shall thereafter be in no manner held responsible or liable for maintenance, upkeep, refurbishing or replacement of the same, as the liability of the Owner is limited to installation of the said equipment only for the first time.
- g) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the CAM Commencement Date:-
 - i. Municipal and other rates and taxes, khajana and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Units directly to the authorities concerned Provided That so long as their respective Units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Owner / Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;
 - ii. Electricity charges for electricity consumed in or relating to their respective Units.
 - iii. Proportionate share of all Common Expenses (including those mentioned in the **Schedule IV**) payable to the Owner and/or the Association from time to time.

- iv. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees 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 from its consumers for the delay payment of its bills).
3. Each of the Allottees (including the Allottee herein) hereby covenant with the Owner and with the other Allottees / Occupiers / Users of the Project that each of them shall remain bound and obliged:
 - a) to use their respective Commercial Units only for the office/commercial use in a decent and respectable manner and for no other purposes whatsoever;
 - b) to carryout all fit-out works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
 - c) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars, as applicable.
 - d) to install fire fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
 - e) To keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Project and not to do or cause to be done anything in or around their respective units 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 their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees 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.
 - f) not to open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
 - g) not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees.

- h) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- i) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns, walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- j) not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balconies / verandas / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- k) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Owner saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- l) In case any balcony / veranda / open terrace be attached to any unit, then the same shall be a right appurtenant to such unit and the right of use and enjoyment thereof shall always travel with such unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i. The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony / veranda / open terrace independently (i.e. independent of the unit owned by such Allottee);
 - ii. The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony / veranda / open terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii. The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv. not display any signboard, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / veranda / open terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- m) In the event any Allottee has been allotted any right of parking motor car or other vehicle within the said Project, 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 its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same;
 - ii. The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at 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 Unit, to any person, with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his/her/its parking space independent of the unit only to any other unit owner 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 / two wheeler 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 Project or any other portion of the said Premises save at the allotted Parking Space;
- n) In the event any Allottee has been allotted any store room, then such Allottee shall be bound and obliged to observe fulfil and perform the following terms and conditions:
- i. The Allottee shall use such store room only for the purpose of storage, as applicable, and for no other purpose whatsoever;
 - ii. The Allottee shall not be entitled to sell transfer or assign to any person such store room or part with possession of the same, independent of his Unit;
 - iii. 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 Owner and/or the Association with regard to the user and maintenance of the store room.
 - iv. 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 store room and shall indemnify and keep saved harmless and indemnified the Land Owners and the Owner and the Association with regard thereto.

- o) not to make in the unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to reimburse to the Owner and/or the Association, the actual costs, charges and expenses plus _____ (_____ Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Owner and/or other Allottees and shall fully indemnify them and each of them.
- p) 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.
- q) 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.
- r) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the 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 premises.
- s) not to claim any right whatsoever or howsoever over any unit or portion in the Project save their respective units.
- t) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings / Project save a decent nameplate outside the main gates of their units.
- u) 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 Project or may cause any increase in the premia payable in respect thereof.
- v) not to alter the outer elevation of the Buildings / Project or any part thereof nor decorate the exterior of the Buildings / Project or the said Premises otherwise than in the manner agreed by the Owner / Association in writing or in the manner as near as may be in which it was previously decorated.
- w) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Project nor allow or permit any other person to do so.
- x) 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 Project.

- y) 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 Owner and/or the Association with regard to the user and maintenance of the parking spaces in the Project.
- z) 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 the Unit, the Parking Space the storage room, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Owner and the Land Owners and the Association with regard thereto.
- aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, any Development Authority, CESC, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project and to make such additions and alterations in or about or relating to their respective units and/or the Project as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Owner in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Owner and the Association and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.
- bb) to apply for and obtain separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- cc) not to fix or install air conditioners in their respective units save and except at places where provision has been made by the Owner for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective units approved by the Owner and shall further ensure that all water

- discharged by the air conditioning units is drained within their respective units.
- dd) not to close or permit the closing of verandas, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandas, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Owner or the Association differs from the colour scheme of the buildings / Project or deviation of which in the opinion of the Owner or the Association may affect the elevation in respect of the exterior walls of the buildings / Project and if so done by any Allottee, such Allottee shall be liable to reimburse to the Owner and/or the Association, the actual costs, charges and expenses for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.
- ee) to observe such other covenants as be deemed reasonable by the Owner and/or the Association from time to time for the common purposes.
- ff) The Allottee(s) acknowledges, agrees and undertakes that the name of the Project shall not be renamed and/or changed and the same shall always be known by its name given by the Owner.
- gg) It is agreed and understood between the Owner and the Allottee(s) that after the formation of the Association, the Owner shall be absolutely entitled to hold and shall have absolute authority and control as regards the unsold units, premises, units, un-earmarked areas etc. and in the said Project.
- hh) All unsold and/or un-allotted units, areas and spaces in the Building and Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building and Project shall always belong to and remain the property of the Owner at all times and the Owner shall continue to remain in overall possession of such unsold and/or un-allotted units and shall be entitled to enter upon the Building and Project to enable it to complete any unfinished construction work and to provide amenities and facilities as the Owner may deem necessary.
- ii) The Owner shall continue to have a right to hold, let, sub-let, dispose of and/or otherwise deal with in any manner whatsoever the remaining unsold / unallotted units / premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Owner and the purchaser/s and allottee(s) of such unsold / unallotted units / premises shall be accepted as member of the Association. Such purchaser/s and allottee(s) (including the Owner) of such unsold / unallotted units / premises in case of such purchase, shall not be required to pay any transfer fees, charges, premium and/or donation

and/or compensation and/or cost in any form whatsoever to the proposed Association.

- jj) The Allottee(s) has been informed and hereinafter acknowledges that the FAR proposed to be consumed in the Project may not be proportionate to the area of the said Project on which it is being constructed in proportion to the total area of the land taking into account the FAR to be utilized for all buildings to be constructed thereon. The Owner in its sole discretion, may allocate such FAR for each of the buildings being constructed on the said Project as it thinks fit and the owners and purchasers of the units in such buildings (including the Allottee(s) herein) are agreeable to this and shall not dispute the same or claim any additional FAR or constructed area in respect of any of the structures, building or on the said Project.
- kk) The unutilized / residual FAR (including future incremental or enhancement due to change in law or otherwise) in respect of the said land shall always be available to and shall always be for the benefit of the Owner and the Owner shall have the right to deal or use the FAR as it may deem fit, without any objection or interference from the Allottee(s) or the Maintenance Association. In the event of any additional FAR in respect of the Said Premises/Project Land or any part thereof being increased as a result of the any favourable relaxation of the relevant building regulations or increase in incentive FAR or otherwise, at any time, hereafter, the Owner alone shall be entitled to the ownership and benefit of the all such additional FAR for the purpose of the development and / or construction of structures on the Said Premises/Project Land as may be permissible under applicable law

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Conveyance Deed at Kolkata in the presence of attesting witness, signing as such on the day first above written.

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

SIGNED SEALED AND DELIVERED by the
Allottee(s) at Kolkata in the presence of:

RECEIVED of and from the within named Allottee(s) the sum of **Rs. _____/-** **(Rupees _____)** only towards and being the Total Price payable by the Allottee(s) to the Developer, as per Memo below:

MEMO OF CONSIDERATION

Serial No.	Cheque / D. D. No.	Dated	Drawn on	Amount in Rs.
TDS				

For V.V.A FINANCE LIMITED,

(Authorized Signatory)

Witnesses:

1.

2.

Drafted by me

(Aditya Kanodia)
 Advocate, High Court, Calcutta
 Enrolment No. : WB/1486/2006

DATED THIS THE DAY OF , 20__

BETWEEN

V.V.A FINANCE LIMITED

- Owner

AND

- Allottee(s)

DEED OF CONVEYANCE

In respect of Unit ____ on the ____ Floor
at

AVISHI CROSSROADS

KANODIA & CO.,

Solicitors & Advocates

Partner - Aditya Kanodia, Advocate

Temple Chambers, 4th Floor,

6, Old Post Office Street,

Kolkata – 700 001

033-2262-5739

info@kanodiaco.com