

DEED OF CONVEYANCE

THIS INDENTURE is made on this _____ day of _____ 2023.

BETWEEN



(1) **SUJIT MAJUMDAR (PAN BGWPM9282P & AADHAR CARD NO. 5528 8976 7531)**, son of Late Sailendra Nath Majumdar aged about 71 years, by religion – Hindu, Nationality – Indian, by occupation - Retired, residing at 21, Lake Terrace Road, P.O. – Sarat Bose Road, P.S. – Tollygunge, Kolkata - 700029, (2) **SWAGATA MAJUMDAR (PAN BLQPM9044L & AADHAR CARD NO. 6456 7400 7523)**, wife of Late Mohan Majumdar, aged about 69 years, religion – Hindu, Nationality – Indian, by occupation – Housewife, residing at 21, Lake Terrace Road, P.O. – Sarat Bose Road, P.S. – Tollygunge, Kolkata - 700029 and (3) **SOURADEEP MAJUMDAR (PAN DKXPM2993C & AADHAR CARD NO. 7537 8392 8031)** son of Late Mohan Majumdar, aged about 30 years, by religion – Hindu, Nationality – Indian, by occupation - service, residing at 21, Lake Terrace Road, P.O. – Sarat Bose Road, P.S. – Tollygunge, Kolkata – 700029, hereinafter referred to as the “**OWNERS**” (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns for the individuals) of the **FIRST PART**.

AND

PRIME REALCON PRIVATE LIMITED (PAN – AAFCP7797R), a company within the meaning of the Companies Act, 1956, as extended by the Companies Act, 2013, having its registered office at 448, Hemanta Mukhopadhyay Sarani Ground Floor, Kolkata – 700 029, hereinafter referred to as the “**PROMOTER**”, being represented by one of its Directors/Authorised Signatory, namely, **CHANDAN CHATTERJEE (PAN – ACRPC0270H & AADHAR CARD NO. 7247 4468 8525)**, son of Late Sachindra Kumar Chatterjee, residing at 2/2A, Mahendra Road, Police Station and Post Office – Bhowanipore, Kolkata 700 025, authorized and empowered to execute these presents for and on behalf of the Promoter (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/interest and assigns) of the **SECOND PART**

AND

Mr [], son of [], PAN No: [], AAADHAR No: [] and **Mrs []**, wife of [], PAN No: [], AAADHAR No: [], both residing at [], (hereinafter collectively referred to as the “**PURCHASER/ALLOTTEE**”, which expression shall unless repugnant to the



context or meaning thereof mean and include his/her/their heirs, legal representatives, executors, administrators, successors and/or permitted assigns) of the **THIRD PART**.

[OR]

[___], a company incorporated under the Companies Act, 1956 and having its registered office at [___] P.O [___], P.S [___], having PAN: [___], represented by its authorized representative Mr [___], son of [___], residing at [___], P.O [___], P.S [___], having Aadhar No. [___], authorized vide board resolution dated [___], (hereinafter referred to as the "**PURCHASER/ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[___] [PAN: [___]], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [___] P.O [___] P.S [___] and represented by its authorised partner [___] [PAN: [___]], [AAADHAR No: [___]], son of [___] and residing at [___] P.S [___] P.O [___], (hereinafter referred to as the "**PURCHASER/ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators, successors and assigns) of the **THIRD PART**.

[OR]

[___] [PAN: [___]], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [___] P.S [___] P.O [___] and represented by its [___] Mr [___] [PAN: [___]], [AAADHAR No: [___]], son of [___] and residing at [___] P.S [___] P.O [___], (hereinafter referred to as the "**PURCHASER/ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and permitted assigns) of the **THIRD PART**.



[OR]

Mr[___] [PAN: [___]], [AAADHAR No: [___]], son of [___] residing at [___] P.S [___] P.O [___] for self and as the Karta of the Hindu Joint Mitakshara Family known as [___] HUF [PAN: [___]], having its place of business/ residence at [___] P.S [___] P.O [___] (hereinafter referred to as the "PURCHASER/ALLOTTEE", which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**:

The Owners, Promoter and

the Allottees shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. The Owners and the Developer are the absolutely and lawfully entitled to ALL THAT piece and parcel of land containing an area of 3 Cottabs 3 Chittacks 28 square feet be the same a little more or less situate at Premises No. 21, Jadunath Sarkar Road (formerly 21 Lake Terrace), Police Station: Tollygunge & Post Office: Sarat Bose Road, Kolkata - 700 029 (hereinafter referred to as "the said Land/Project Land", more fully described in **Part – I of Schedule A** hereto).
- B. By a Deed of Conveyance dated 18th December 1935 registered in the Office of District Sub Registrar, Alipore vide Book No. I, Volume No. 16, Pages 91 to 93, Being No. 193 for the year 1936, the Trustees for the Improvement of Calcutta sold transferred and conveyed the said Land in favour of Sailendra Nath Majumdar for the consideration as recorded therein.
- C. The said Sailendra Nath Majumdar died on 31st May, 2000 leaving behind his wife Amiya Rani Majumdar, two sons Mohan Majumdar and Sujit Majumdar and his daughter Bulbul Ghose, as his only legal heirs.
- D. The said Amiya Rani Majumdar died on 18th January, 2018 leaving behind her two



sons Mohan Majumdar and Sujit Majumdar and her daughter Bulbul Ghose.

- E. The said Mohan Majumdar died on 4thFebruary, 2019 leaving behind his wife Swagata Majumdar and son Souradeep Majumdar, as his only legal heirs.
- F. In the events as recited hereinabove, the below mentioned have become entitled in the following share in the said Land:
- Bulbul Ghose-1/3rd share
 - Sujit Majumdar- 1/3rd share
 - Swagata Majumdar- 1/6th share
 - Souradeep Majumdar-1/6th share
- G. The Owners and the said Bulbul Ghose,desired to develop the Said Land and for that purpose had approached with the proposal of development of the Said Land wherein the Owners and the said Bulbul Ghosewould allow, permit and that the Promoter would have all right power and authority to develop the Said Land at its own cost and expenses.
- H. The Owners alongwith the said Bulbul Ghosehad entered into a Joint Development Agreement dated 28thSeptember, 2022 with the Promoter and registered at the office of the D.S.R. III, South 24 Parganas, in Book No. I, Volume No. 1603 -2022, Pages from 547335 to 547376 Being no. 160316003 for the year 2022 ("Development Agreement") for the purpose of development by the Promoter a real estate project over the said Land. The Owners has also granted to the Promoter Power of Attorneys all dated _____ all registered at the office of _____ and recorded in Book No. _____, Volume No. _____, Pages _____ to _____, Being No. _____ for the year _____.
- I. The Promoter had applied for and obtained sanction of the building plan vide Building permit no. 2022080133 dated 09.02.2023 from Kolkata Municipal Corporation(hereinafter referred to as the said 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 one tower having ground plus three (G+3) upper floors and various car parking spaces (hereinafter referred to as the "Building") comprising of commercial unit, several apartments, common areas and other facilities ("Project") out of



which the Promoter has decided to reserve the demarcated space on the Ground Floor and the entire first floor of the said New Building for commercial purpose (hereinafter referred to as the SHOWROOM SPACE) and the upper floors for residential flats (hereinafter referred to as the RESIDENTIAL AREA).

- J. Thereafter, by and under a Deed of Conveyance dated 17th March, 2023 and registered at the office of DSR IV, South 24 Parganas and recorded in Book No. I, Volume no. 1604-2023 Page Nos. 110550 to 110578, Being No. 160403504 for the year 2023, the said Bulbul Ghose referred to as the Vendor therein sold transferred and conveyed unto and in favour of Prime Realcon Private Limited (the Promoter herein) all her undivided 1/3rd share in the said Land subject to all the rights and benefits of the Development Agreement and the said Plan.
- K. In the said premises the Promoter herein became entitled to undivided 1/3rd (one-third) share in the said Land being ALL THAT piece and parcel of land containing an area of 3 Cottahs 3 Chittacks 28 square feet be the same a little more or less situate at Premises No. 21, Jadunath Sarkar Road (formerly 21 Lake Terrace), Police Station: Tollygunge & Post Office: Sarat Bose Road, Kolkata – 700 029.
- L. The Purchaser, being desirous of purchasing an Apartment in the Residential Area of the Building of the Project vide (“Application”, details provided in **Second Schedule - Part IV**) and had been allotted vide **Allotment Letter**(details provided in **Second Schedule - Part V**) by the Promoter ALL THAT the Apartment more fully and particularly described in **Second Schedule - Part I** hereunder written (“the said Apartment”) with the plan annexed hereto, marked as **Second Schedule - Part III** hereto together with such number(s) of car parking space(s), 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 forming part of the Common Areas in the Project in common with the other allottees of the Project (hereinafter Apartment, Car Parking Space & Common Areas are collectively referred to as the “Said Unit”) for a total consideration of Rs [___] (Rupees [___]) (“Total Price”).
- M. Subsequently, by an Agreement for Sale dated _____ and registered with Additional Registrar of Assurances-_____, Kolkata in Book No. _____, Volume No. _____



Pages from _____ to _____ being No. _____ for the year _____ the Promoter had agreed to sell and transfer to the Allottee the ALL THAT said _____ Unit, 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.

- N. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Project Land in accordance with the Plans sanctioned by the concerned authorities and have obtained a Full Completion Certificate vide Completion Case No. _____ dated _____.
- O. The said Apartment is complete in all respects to the full and final satisfaction of the Allottee. The Promoter has delivered possession of the said Unit to the Allottee at or before the execution of these presents.
- P. 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 Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- Q. The Allottee has now requested the Owners and the Promoter to convey the said Unit in favour of the Allottee.
- R. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- i. The right, title and interest of the Promoter and the Owners 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 and the Car Parking Space;
- iv. The facilities and amenities in the Common Area for the Allottees of the Project.
- v. The nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, 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 Unit which are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
- viii. The workmanship and quality of construction of the said Unit 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.
- xi. That the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee.
- xii. The Car Parking Space/s provided in the Project are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Apartments. In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound



by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

- xiii. The Allottee has conducted necessary due diligence and fully satisfied itself about the title of the Owners 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.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid 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 admit and acknowledge and from the same and every part thereof hereby forever acquit release and discharge the Purchaser), the Owners and the Promoter doth hereby grant sell convey transfer release assign and assure unto and to the Purchaser **ALL THAT** the said Apartment described in the **SECOND SCHEDULE - PART I** with the plan annexed hereto, marked as **Second Schedule - Part III** hereto together with the permission to use such number(s) of Car parking space(s), 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** together with the irrevocable right to use the Common Areas in common with the remaining allottees of the Project described in the **THIRD SCHEDULE** hereunder written **AND** all the estate right title and interest of the Owners and the Promoter into or upon the said Unit 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 Unit **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** these



Unit 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 Unit as absolute owner thereof with all other rights and properties herein

mentioned **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **EXCEPTING AND RESERVING** unto the Promoter and the persons deriving title from the Promoter such easements quasi-easements rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written **AND ALSO SUBJECT** to the Allottee 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 thereat, proportionately.

II. THE OWNERS

AND PROMOTER DO THHEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Owners 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 Allottee the said Unit 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 Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever



er 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 Allottee 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 Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- 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 (five) years by the Purchaser from the date of issue of Completion Certificate, the Promoter shall rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Allottee 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 Allottee 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 Allottee, 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 Allottee 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 Allottee 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 Apartment 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 Allottee, 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 hereinabove.

- 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 said Unit to the allottees, which it has collected from the allottees, 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 allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the Unit to the Allottees, 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 AND THE OWNERS DO TH HEREBY REPRESENT AND WARRANT TO THE PURCHASER as follows:

The Promoter and the Owners do hereby repeat and reiterate all representations and warranties, as made in the Sale Agreement and in addition to that further represents and warrants to the Purchaser that:

- i) The Owners and Promoter assure the Purchaser that the Owners 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 Units complete in all respect, habitable and have been constructed and developed without any workmanship or quality or structural defect.
- iii) The Promoter and/or the Owners hereby further covenant that post formation of the Association as per the applicable local law, the Promoter and/or the Owners shall execute a deed of conveyance of the Common Areas of the Project in favour of the Association. It being made clear that the cost and charges including stamp duty and registration for such transfer shall be borne by the Association i.e the cost shall be shared proportionately among the Allottees of the Project.

IV. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER AND THE OWNER as follows:

- A. The Allottee so as to bind himself to the Promoter and the other allottees and so that this covenant shall be for the benefit of the Project and other Units therein hereby covenants with the Promoter and with all the other allottees that the Allottee 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 mutatis mutandis.
- B. The Purchaser hereby acknowledges that it is his/her/its obligation and liability to make payment of all rates, taxes, maintenance charges and all other outgoings in respect of his/her/it Unit from the date or deemed date of delivery of possession of the said Apartment to the Purchaser 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 Owners 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 Allottee in making payments to 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/s under default. At the time of handover of the common areas of the Project and the common purposes to the Association / Maintenance Company, the Promoter shall transfer the balance lying in the said deposit account to the Allottee to the Association / Maintenance Company.

V. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

- A. The said Showroom Space and the Residential Area are to remain completely independent and autonomous of each other excepting that there would be certain General Common Elements which are to remain for common use and enjoyment of the owners and occupiers of the said Showroom Space and the Residential Area (hereinafter referred to the GENERAL COMMON ELEMENTS details whereof will appear from PART I of SCHEDULE D hereunder written) and the other common parts and portions which are to remain for common use and enjoyment of the co-owners the said Residential Area only are more fully and particularly mentioned and



described in PART II of SCHEDULE D hereunder written and are hereinafter referred to as the RESIDENTIAL SEGMENT COMMON ELEMENTS. Notwithstanding anything mentioned herein, it may be clarified that during emergency no restriction of use of the common parts and portions of the Show Room Space and the Residential Area shall be applicable

- B. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Allottees.
- C. The Promoter shall be responsible to provide and maintain essential services comprised in the Common Areas in the Project till taking over of the maintenance of the Project by the Association upon the issuance of the completion certificate of the Project. In case of the formation of the Association is delayed due no fault of the Promoter; the Promoter shall provide and maintain the essential services in the Common Areas forming part of the Common Areas in the Project till the Association is formed and the said Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter or facility management company, the charges for such maintenance as fixed by the Promoter at actuals.
- D. The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas of the Project are contained in Annexure "B" hereto and all the Allottees of the said Apartment shall be bound and obliged to comply with the same.

VI. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees, as the case may be, shall have rights of unrestricted access of all Common Areas of the Project, for providing necessary maintenance services and the Allottee agrees to permit the Promoter / association of allottees 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.

VII. 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 sub-station, 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 / washroom for staff etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use these service 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.

VIII. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- a. The Allottee 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 jeopardized.
- b. The Allottee 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 of the Project. The Allottees 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 Allottee 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 Allottee shall also not remove any wall including the outer and load bearing wall of the said Apartment.

- c. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

IX. FORMATION OF ASSOCIATION

- a. The Holding Organisation or Association, when formed, shall be owned and controlled by the Unit Owners of the said Showroom Space and the Residential Area. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the Deeds of Conveyance executed by the Owner and the Promoter in favour of the Unit Owners.
- b. After the maintenance of the Project is made over by the Promoter to the Holding Organisation or Association, the Holding Organisation or Association shall manage the maintenance of the Buildings through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Owner and the Promoter in favour of the Unit Owners and the house rules to be framed by the Promoter. It may be clarified that the billing shall be done separately for Showroom Space and the Residential Area in the following manner:
- i. **The Maintenance Bill of the Showroom Space of the Building:**
- **General Common Elements:** prorate share of all cost pertaining to the maintenance and upkeep of all facilities, amenities and common areas



forming part of the General Common Elements to be borne by Unit Owners of the Project including the Owner (s) of the Showroom Space.

ii. The Maintenance Bill of the Owners of the Residential Area

- **Residential Segment Common Elements Of The Building** : prorate share of all cost pertaining to the maintenance and upkeep of all facilities, amenities and common areas forming part of the Residential Segment Common Elements Of the Building to be borne by the Unit Owners of the Building however excludes any contribution of the Owner (s) of the Showroom Space.
- c. Immediately after the execution of this Deed or so soon thereafter the Promoter shall form or cause to be formed an Association in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 (hereinafter referred to as the said Association) and the said Association shall be the representative body of the various Purchasers and/or occupiers of the said Project.
- d. The Purchaser agrees to become a member of the said Association and agrees and undertakes to sign and execute all declarations papers deeds documents and instruments as may be necessary and/or required from time to time for the purpose of formation of the said Association and in the event of the Purchaser failing to sign and execute such declarations deeds documents and instruments the Promoter as the constituted attorney of the Purchaser shall be entitled to sign and execute such all declarations deeds documents and instruments as may be necessary and/or required from time to time for and on behalf of the Purchaser and the Purchaser hereby consents to the same
- e. Upon formation of the said Association the various common parts and portions of the said Project as detailed out in the Third Schedule hereunder written shall automatically stand vested in the said Association without any further act deed or thing.
- f. The said Association in addition to taking control and management of the common parts and portions shall also remain responsible for rendition of



common services subject to each of the Purchasers and/or the other occupiers shall make payment of the proportionate share of common area maintenance charges (hereinafter referred to as the Common Expenses more fully and particularly mentioned and describe in the Fourth Schedule hereunder written).

g. OTHER PROVISIONS:

- a. Save the said Apartment and the Car Parking Space, the Allottee 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 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 Allottee 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.
- b. The said Unit is liable to be assessed to municipal tax for the quarters subsequent to the quarter in which the said Apartment has been granted Full Completion Certificate. The Allottee shall within 6 (six) months from the date hereof apply for this own costs separate assessment and mutation of the said Unit in the records of the concerned authorities.
- c. In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with the possession of the said Unit 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.



- d. 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 Allottee, and the Allottee hereby consents to the same.
- e. The Owners and/or 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 allottee the right to park motor cars and/or other vehicles in or at the Parking Spaces save and except the Parking Spaces allotted to the Allottee herein.
- f. The Allottee shall have no connection whatsoever with the purchasers /buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- g. The properties and rights hereby transferred to the Allottee 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 Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- h. The Allottee 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 part 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 Allottee or the servants agents licensees or invitees of the Allottee 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 Allottee.

- i. 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.
- j. 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



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

SIGNED AND DELIVERED by the
within named **ALLOTTEE**
(including joint buyers) in the presence
of:



SIGNED AND DELIVERED by the
within named **PROMOTER**

in the presence of:

SIGNED AND DELIVERED by the
within named **OWNERS** in the
presence of:



SCHEDULES
THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(said Land/Project Land)

ALL THAT piece and parcel of land containing an area of 3 Cottahs 3 Chitracks 28 square feet be the same a little more or less situate at Premises No. 21, Jadunath Sarkar Road (formerly 21 Lake Terrace), Police Station: Tollygunge & Post Office: Sarat Bose Road, Kolkata – 700 029, and butted and bounded:

ON THE NORTH : By KMC Road, namely Jadunath Sarkar Road, Kolkata
 ON THE SOUTH : By Premises No. 33, Lake Road, Kolkata
 ON THE EAST: By Premises No. 23, Lake Terrace, Kolkata
 ON THE WEST : By Premises No. 19, Lake Terrace, Kolkata

And delineated in the map/ plan attached as Annexure A hereto

THE SECOND SCHEDULE ABOVE REFERRED

ED TO:

Part -I

(APARTMENT)

All That the Apartment No. _____ on the _____ floor of the Building being constructed on the Land as a part of the Project, having a Carpet Area of _____ sq.ft. more or less, with the respective areas of the Balcony/Verandah, Open Terrace (if any), if any, being respectively _____ sq.ft. more or less, _____ sq.ft more or less and _____ sq.ft. more or less, TOGETHER WITH right to use the Common Areas in common with the other Allottees/Purchasers.



For the purpose of registration Built-up Area is _____ sq.ft. more or less and super built-up area is _____ sq.ft. more or less.

Part - II
(CAR PARKING SPACE)

All That the _____ (_____) number(s) of [covered/ _____] space(s) at the Building/Tower 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 Allottee/Allottees

THE THIRD SCHEDULE ABOVE REFERRED TO

PART I
(General Common Elements)

Part I
(General Common Elements)

1. Telephone/ Intercom Facility:
 - o Intercom facility from each unit to the security room



2. Back- up Generator:
 - o Power back up for each apartment (At extra cost).
3. Security Systems:
 - o A CCTV camera will be installed in the Lobby/ Security Room /Periphery Vital Points.
4. Main gate of the building.
5. Water supply from overhead tank.
6. Sewerage evacuation pipes from the unit to drains and sewers common to the said premises and from there to the municipal drain.
7. Boundary Walls.
8. Fire fighting& Fire safety equipments.
9. Driveway.

PART II
RESIDENTIAL
(Common Areas)

1. Land
2. Entrance and exit gates of the said Premises.
3. Paths passages and driveways in the said Premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its exclusive use.
4. Entrance Lobby of the Building.
5. Staircases, lobbies and landings.
6. One Automated lift.



7. Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
9. Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different units.
10. Underground water reservoir with a pull-on pump installed thereat.
11. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the said Premises and from there to the municipal drain.
12. Boundary Walls.
13. Common Toilet area for drivers / servants.
13. Modern equipment's and measures for Fire-fighting& Fire-safety in compliance with norms.
14. Requisite arrangement of Telephone/Intercom Facility with connections to each individual flat from the reception in the ground floor.
15. CCTV surveillance and other state-of-the-art security systems
16. Provision for DTH Connection (Centralized System)
17. Roof

THEFOURTHSCHEDULEABOVEREFERREDTO:

(CommonExpensespertaining to Common Areas)

[Samyakk Notes: Please insert]

THEFIETHSCHEDULEABOVEREFERREDTO:

(Easements)

1. The Allottee shall be entitled to all rights privileges vertical and lateraleasements quasi-easements appendages and appurtenances whatsoeverbelonging 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 right easements quasi easements privileges and appurtenances herein after more fully 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.
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 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 thereat.
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 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 emergency 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.



RECEIPT AND MEMO OF CONSIDERATION
ON

RECEIVED of and from the within named Allottee within mentioned sum of Rs. _____/-
(Rupees _____) only being the consideration in full payable under these presents to the Promoter by cheques / pay order / demand draft and/or by RTGS:

MEMO OF CONSIDERATION:

(i)	By and out of several cheques drawn by the allottee in favour of the promoter	
	TOTAL	

(Rupees _____) only

Witness:



Annexure "B"

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 of the Project, each of the Allottees shall be bound and obliged to follow the House Rules mentioned in the Sale Agreement and the following:
 - 1.1 Partition and/or sub-divide and/or demolish and/or damage the said Apartment and/or the Car Parking Space.
 - 1.2 Ever cover or close or permit the covering or closing of the open verandas, balconies, terraces, lounges, lobbies, passages, corridors, any of the open areas including those comprised in the said Apartment and/or comprising the Common Areas and Facilities thereat etc. with grills or otherwise, and shall at all times keep them in the same manner as they will be delivered by the Promoter, and also shall not alter the elevation and/or the outside colour scheme of the exposed walls of the said Apartment, the balconies, verandahs, terraces, lounges, passages, corridors, any of the areas comprising the Common Areas And Facilities thereat etc., and/or any external walls and/or both the faces of the external doors and windows of the said Apartment and/or the external walls of the Building, which in the opinion of the Developer *inter alia* differs from and/or is in deviation from and/or may effect the colour scheme of the Building and/or the elevation thereof, such opinion of the Developer being final and binding on the Allottee.
 - 1.3 Damage the Building or the common portions, amenities, facilities or any of the other Apartments by making any alterations or withdrawing any support or otherwise.
 - 1.4 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse or dirt within/at the said Apartment and/or at any part or portion of the Project



and/or the Building and/or in/at any of the areas comprising the Common Areas And Facilities, save at the places earmarked therefor.

- 1.5 Keep/place/leave or permit to be kept/placed/left outside the said Apartment and/or in/at any part or portion of the Project and/or in/at the Building and/or in/at the lobbies, corridors, passages, staircases, landings, and/or in/at any of the areas/facilities comprising the Common Areas etc., any packages, boxes, crates, containers etc. of any description, parcel of goods or articles, sitting stools etc., even temporarily or for a short period of time.
- 1.6 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project.
- 1.7 Use or allow the said Apartment or any part thereof to be used, directly or indirectly, for any unlawful/immoral purpose and/or for/as any club, political meeting, conference, meeting place, hall, business centre, nursing home, hospital, clinic, boarding house, eating or catering place, restaurant, amusement or entertainment centre or other such purpose, or for/as any business/professional chamber or office or place of worship and/or for any religious activities and/or manufacturing/industrial activities and/or for any commercial purposes/activities, and further shall not convert/apply for conversion of the nature/user thereof including but not limited to, for any direct or indirect commercial, semi-commercial use etc. and shall use the said Apartment only for residential purpose.
- 1.8 Use the Car Parking Space for any purpose other than for parking of private motor cars owned by the Allottee nor shall partition the same in any manner, and further shall not ever make/raise thereon/thereat or on any part thereof any kutchra or pucca construction of any nature whatsoever and/or any grilled wall(s) or enclosure(s), and shall always keep the same open, and shall not permit any Person to dwell/ stay/reside thereat, and further shall not store/keep any goods, furniture, articles etc. therein/ thereat, and furthermore shall not ever transfer and/or alienate and/or deal with and/or grant any manner of right in, over or in respect of the same to anyone but a Person having or acquiring, an Apartment and/or separately or independently or devoid of the said Apartment and/or by way of a separate space



provided that and any such alteration/transfer shall at all times be subject to the terms stipulated in this Agreement.

- 1.9 Put up or affix any sign board, name plate or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. or other things or other similar articles in at/any part or portion of the Building and/or the Land including any of the areas/facilities comprising the Common Areas And Facilities and/or at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the said Apartment and/or the Car Parking Space and/or outside the said Apartment, provided that the Allottee may display a small and decent name-plate outside the main door of the said Apartment at the specific space designated for the same by the Developer.
- 1.10 Keep or allow to be kept or store or operate or bring into or allow to be stored, operated or brought into the said Apartment and/or the Car Parking Space and/or into/upon any of the areas comprising the Common Areas And Facilities and/or any part or portion of the Project and/or the Building any goods, articles, machines, equipments etc. which in the opinion of the Developer are combustible, obnoxious, hazardous, dangerous or offensive or which are heavy and/or can affect or endanger or damage the structure and/or stability of the Building or any portion thereof or any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, outer walls of any Apartment, beams, pillars, lifts, staircases etc., such opinion of the Developer being final and binding on the Allottee. However, the Allottee may keep LPG gas cylinder for domestic use as may be permissible under applicable laws.
- 1.11 Hang from or attach to the beams or the rafters of any part of the said Apartment and/or the Building any articles or machinery which in the opinion of the Developer are heavy or may or likely to affect or damage or endanger the construction and/or the structure and/or stability of the Building or any part thereof, such opinion of the Developer being final and binding on the Allottee.
- 1.12 Do or cause or permit to be done anything or be a party to any act or deed in or around the said Apartment and/or the Car Parking Space, which in the opinion of the Developer may, *inter alia*, cause or tend to cause or tantamount to cause or affect or damage the Building or any portion(s) thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or in any



manner interfere with the use or enjoyment of any of the other Apartments, such opinion of the Developer being final and binding on the Allottee.

- 1.13 Affix or draw any wires, cables, pipes etc. from, to or through any of the common portions or outside walls of the Building or other parts or portions of the said Project including but not limited to the other Apartments without the prior written approval of the Developer or of the Facility Management Company, as the case may be.
- 1.14 Affix or install or attach or hang any antenna/aerial/satellite dishes on the ultimate roof of the Building and/or any open terrace that may be a part of any Apartment and/or its windows and/or to/from any part or portion of the Building and/or the said Apartment and/or the Car Parking Space.
- 1.15 Hang or put or dry any clothes/linen in or upon the windows and/or balconies and/or any other portion of the said Apartment such that the same be visible from the outside or to outsiders, and further shall not throw anything from any floor, window, balconies, terraces etc. and furthermore shall not place any goods, articles, things etc. upon the window sills of the Building.
- 1.16 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of the occupiers of the Apartments/the End Users and/or cause disharmony amongst them, and further shall not slaughter or permit to be slaughtered any living animals at/within any part of portion of the said Apartment and/or the Building and/or the Project on any religious occasion or otherwise.
- 1.17 Install or fix any air-conditioner together with its indoor and outdoor units, except in the places if any specified by the Developer for the same.
- 1.18 Affix or change or alter the design or the place of the grills, the windows or the main door of the said Apartment or make or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s) fittings, fixtures etc. in/serving any part or portion of the said Apartment and the Car Parking Space and/or the Building and/or the Project, and further shall not make any



encroachment(s) or easement(s) in any part or portion of the said Apartment and/or the Car Parking Space and/or the Building and/or the Project.

- 1.19 Make any internal addition, alteration and/or modification in or about the said Apartment save in accordance with the then existing statutory building regulations, and further subject to prior written permission therefor having been taken from the appropriate authorities as also from the Developer or the Association or the Facility Management Company, as the case may be.
- 1.20 Not carry on any work of fittings, fixtures or any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the said Apartment excepting between 10:00 a.m to 06:00 p.m on working days, and while carrying on such work shall ensure that no annoyance or disturbance is caused to the residents of the Project and/or the adjoining premises, and in the event of violation of any of the above, the Developer and/or the Association and/or the Facility Management Company, as the case may be, shall be entitled to forthwith stop the same without any liability and at the cost and expense of the Allottee, and further shall not carry on any such work during any school/high school/college examinations. Notwithstanding the above, all such works shall have to be done with the prior written consent of the Developer or the Association or the Facility Management Company, as the case may be, and in strict compliance with the prevailing fit-out guidelines as framed by the Developer or the Association or the Facility Management Company, as the case may be, and further only through the entities identified by the Developer, on payment of Rs. 10,000/- (Rupees Ten thousand only) as fit-out charges and additionally all applicable Taxes that may be payable, which charges shall be subject to enhancement at the discretion of the Developer from time to time.
- 1.21 Alter the outer elevation of the Building or the said Apartment, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever, and further shall not make/permit any changes in/to the signage of the Building and/or the Project as installed by the Developer, and furthermore shall not install any monogram etc. at any part or portion of any of the external walls including those of the Building and/or the Project.



- 1.22 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartments and/or the Building.
- 1.23 Claim any right of pre-emption or otherwise regarding any of the other Apartments or any part or portion of the Building and/or the Project.
- 1.24 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the said Apartment and/or any of the Apartments and/or the Building or cause the premium for the insurance to be increased, and further shall obtain and keep renewed at their own cost and expense, a comprehensive insurance coverage/policy in respect of the said Apartment.
- 1.25 Alter or change or cause any alteration or change in/of/to the electrical points at any part or portion of the said Apartment including but not limited to the balcony thereof, and further shall avoid any overloading of the electrical points.
- 1.26 Park or allow any vehicle to be parked on/in the passages(s) and/or the pathway(s) and/or the open space(s) of/at the Building and/or the Project and/or at any other portions of/at the Building and/or the Project save and except at the Car Parking Space, and to use the passages(s), pathway(s), open spaces etc. only in the manner as may be determined by the Developer.
- 1.27 Claim any right to use any vehicle parking space and/or to park vehicles at any part or portion of the Building and/or Project unless specific written permission is granted by the Developer.
- 1.28 Commit breach or violate such rules and regulations as may be made applicable by the Developer or the Facility Management Company or the Association, as the case may be, including but not limited to the Rules.
- 1.29 Allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association or the Facility Management Company, as the case may be, may have selected or engaged.



- 1.30 Make/permit any changes in/to any of the entrance lobbies of the Building and/or the entrance of/to the said Apartment including but not limited to by changing/replacing the main door, installing any collapsible gate and/or shutter etc..
- 1.31 Smoke and/or permit smoking at any part or portion of the Building and/or the Project save at the areas, if any, designated for the same by the Developer.
- 1.32 Use or permit to be used the lifts for the purpose of carting pets, any furniture, fixtures, equipments, articles etc.
- 1.33 Amalgamate/join/consolidate/connect the said Apartment with any other Apartment and/or space and/or area within the Building in any manner whatsoever or howsoever even if the Allottee have been allotted any further/other Apartments which are adjacent to and/or adjoining the said Apartment.
- 1.34 Do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/ hinder the construction and/or the development and/or the completion and/or the transfer/ alienation of any part or portion of the Project in any manner whatsoever including but not limited to the Building and/or alterations etc. at/to the Project and/or the Building and the works related thereto, notwithstanding any disruption/hindrance in the enjoyment of the Said Apartment And Properties Appurtenant Thereto by the Allottee and/or any variation/diminishment in the undivided proportionate indivisible variable share or interest (attributable and/or allocable to the said Apartment as determined by the Developer) in the land comprised in the Project and in the Common Areas And Facilities as stipulated in these presents.
- 1.35 Object to the Developer carrying out and/or permitting the conversion of the vehicle parking area(s) and/or any of the open area(s) etc., into covered space(s) and/or vehicle parking spaces;
- 1.36 At any time make or claim partition or division on any ground whatsoever of/any part or portion of any of the areas/portions comprising the Common Areas And Facilities and/or the Building and/or the Project.



- 1.37 Raise the floor level of the said Apartment, and furthermore shall not do any act, deed or thing which may increase/cause to increase the total load of/on the floor of the said Apartment
- 1.38 Block up or darken or obstruct or obscure or cover up any of the windows and/or lights of/at the said Apartment, and further shall not cover or obstruct any ventilating shafts and/or inlets and/or outlets.
- 1.39 Install or fix grills, shades, awnings, window guards, ventilators etc. and/or alter those if any already installed/fixed, without the prior written consent of the Developer.
- 1.40 Block any area(s) and/or passage(s) including those comprising the Common Areas And Facilities.
- 1.41 Cover the fire and/or the heat sensors, sprinklers, etc. if installed, and further shall comply with and adhere to all the laws, rules and guidelines pertaining to fire safety, and the Allottee shall remain solely liable and responsible for any violation thereof, and the Allottee shall keep each of the users and occupiers of the several units/ areas/spaces at the Building and/or the Projectfully safe, harmless and indemnified in respect thereof.
- 1.42 Permit any driver, domestic help, servants, staff, etc. and/or any other person employed by the Allottee to sleep and/or squat and/or loiter around in/at any part or portion of the Building and/or the Project
- 1.43 Not form with the other users, occupiers etc. of the several units/areas/spaces/Apartments comprising the Buildingany association/holding organization, and further shall not become a member of any association and/or association of persons and/or firm and/or holding organization and/or any entity for any purpose/matter related/pertaining directly and/or indirectly to the Building and/or the Project and/or for the purpose of maintenance, management, upkeep etc. of the Building and/or the Project, and if any such organization/company/firm/ association/other entity etc., be formed, the same shall not be recognized by the Developer.



- 1.44 Not obstruct or use the lobbies, entrances and stairways of the Building for any purpose other than ingress to and egress from the said Apartment in the Building.
- 1.45 Play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in the said Apartment with such intensity, as may disturb or annoy the occupants of the Building and/or the adjoining premises.
- 1.49 Not use the water-closets and other water apparatus in the Building for any purpose other than those for which that were constructed, and shall not throw into the same, any sweepings, rubbish, rags or any other article. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the End User in whose Apartment it shall have been caused.
- 1.50 Keep or harbour any bird or animal in the common areas of the Project, and in no event shall dogs and other pets be permitted on elevators (except the service elevators) or in any of the common portions of the Building/ Project unless accompanied.
- 1.51 Not use drills in the kitchen or toilet without the supervision of the representative of the Developer or the Facility Management Company or the Association, as the case may be, it being clarified that only drills can be used to drive nails into the walls of the said Apartment.
- 1.51 Remove the gratings in the toilets and kitchen, so as to avoid clogging of the pipelines and/or sewerage lines.
- 1.52 Send any employee of the Developer or the Association or the Facility Management Company on any private business or personal errand.
- 1.53 Carry out or permit or allow any games or sporting activities at any part or portion of the Project.
- 1.54 Pluck/damage/destroy or permit to be plucked/damages/destroyed any flowers, plants or trees in the landscaped areas, which shall always be maintained as open areas, and no End User shall be allowed to construct anything in/on these areas.



- 1.55 Cook or permit cooking in the common areas, parking spaces and servants quarter except the place(s) designated for the same by the Developer or the Facility Management Company or the Association, as the case may be.
- 1.56 Damage any common property, which would be penalized by compensation of the actual amount for repair/replacement.
- 1.57 The General Common Elements shall be shared and used harmoniously in common with the Allottees of the Building.

Part II - Compliances

The Allottee shall:

- 2.1 Maintain the Project in general and the Building where the said Apartment is situate for the purposes and with the intent and object for which the same is constructed.
- 2.2 Assist the Developer to form the Association and strictly observe and abide by all the rules and regulations including the Rules framed/formulated by the Developer and thereafter by the Association, and pay all the penalties levied/ stipulated for non-observance of and/or non-compliance with the same.
- 2.3 Co-operate with and assist in all manner, the Developer/the Association/ the Facility Management Company, as the case may be, in carrying out their day to day activities and obligations, and shall not oppose/object to any decision taken by the Developer and/or the Association and/or the Facility Management Company as the case may be, and in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building, and/or the Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder, and shall indemnify and keep the Association and the Facility Management Company, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings in respect thereof including but not limited to



the Association and/or the Facility Management Company may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee.

- 2.4 Maintain, at their own costs, the said Apartment and shall keep the same in good condition, state and order in which the same is handed over to the Allottee, normal wear and tear accepted, and shall at all times keep the interior walls, fittings, fixtures, appurtenances, floors, ceilings, sewerage, drainage, plumbing etc. in perfect condition and repair, and further shall keep each of the other occupiers/End Users of the several units/areas/spaces at the Building and/or the Project/Land fully safe, harmless and indemnified from and against *inter alia* the consequences of any damage etc. arising therefrom.
- 2.5 Be and remain solely responsible for the safety and security of the Said Apartment And Properties Appurtenant Thereto and the permissible goods/articles lying therein/thereat, if any, and to get the same insured at their own cost including against damage by fire, riot, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion etc.
- 2.6 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of West Bengal.
- 2.7 Pay regularly and punctually every month and month by month the Common Expenses at such rates as may be decided, determined and apportioned by the Developer, each as per the bills raised by the Developer and/or the Facility Management Company and/or the concerned authorities, as the case may be, payable with effect from the Outgoings Payment Commencement Date.
- 2.8 Pay regularly and punctually the entirety of the Outgoings in or relating to the said Apartment each as per the bills raised by the Developer and/or the Facility Management Company and/or the concerned authorities, as the case may be.
- 2.9 Pay such further deposits as be required by the Developer/the Facility Management Company/the Association, as the case may be, from time to time and further shall make good and pay to the Developer/the Facility Management Company/the



Association, all such amounts which may have been deducted/adjusted towards any amount due and payable by the Allottee and further shall also replenish any shortfalls caused on account of the Allottee, and furthermore deposit with the Developer/the Facility Management Company/the Association such further amounts as may be determined by the Developer/ Facility Management Company/ Association, as the case may be.

- 2.10 Use the said Apartment, the Car Parking Space and the Common Areas carefully, peacefully and quietly and only for the purpose for which each of it is meant and as stipulated by the Developer.
- 2.11 Use the Common Areas of the Project in common with the Developer and the other permitted users and occupiers of the Building and/or the Project as may be determined by the Developer at its sole and absolute discretion, and only for the limited purpose for which the same are designated/ identified by the Developer, without claiming any manner of absolute and/or exclusive right or title or interest therein/thereon/thereto, and shall not damage, destroy, disfigure any of the utilities and/or facilities and/or infrastructure or use or employ such areas and/or the facilities and/or utilities etc. in any manner not intended to be used or employed, and further shall not do any act, deed or thing which may in any manner prevent and/or restrict the rights and liberties of the Developer and/or of the other users/occupiers.
- 2.12 Sign such forms, give such authorities and render such co-operation as may be required by the Developer/the Facility Management Company/the Association, as the case may be.
- 2.13 Allow the Developer/the Facility Management Company/the Association, as the case may be, and/or their respective representatives, with or without workmen, upon prior reasonable notice (save and except in cases of emergencies) to enter into the said Apartment and/or the Car Parking Space *inter alia*, for the purpose of maintenance, repairs, re-building etc. and for keeping in good order and condition, the electrical lines, the air-conditioning lines, the water lines, the pipe lines, sewage lines, storm water lines/storm water pits, plumbing systems etc. and/or any and/or all other elements, without raising any objection.



- 2.14 Ensure that the entirety of the Project is maintained in a decent manner.
- 2.15 Pay, and undertake(s) to pay, such damages on demand as ascertained by the Developer/the Facility Management Company/the Association, as the case may be, for the breach of any of the covenants contained in this Agreement within the due date therefor as mentioned in the demand.
- 2.16 Pay and undertake to pay interest at the rate of 2% per month in the event the Allottee fail(s) or neglect(s) to pay the damages for the breach of any covenant from the due date of demand till the date of payment, and hereby further undertake(s) that in the event the said damages and the interest thereon is not paid within 60 (sixty) days from the date of demand, the Allottee shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Building including without limitation the water supply, gas, electricity, lift etc., and hereby authorise(s) the Developer/the Facility Management Company/ the Association, as the case may be, to discontinue/ withdraw any or all the facilities and utilities etc.
- 2.17 Use only such routes of entry into and/or exit from the Project and/or the Buildings specified by the Developer.
- 2.18 Submit to the Developer and/or the Association full particulars with photographs of any driver, domestic help, servants, staff, etc. and/or any other Person employed by the Allottee (with a copy to the local police station), to enable issuance of identity cards to each of such individuals, who shall be bound and obliged to carry the same at all times, failure whereof shall result in not being permitted to access the said Apartment and./or any part or portion of the Building and/or the Project.
- 2.19 While sending any goods or materials out of the Project with the help any driver, domestic help, servants, staff, etc. and/or any other Person employed by the Allottee, provide appropriate authorisation to such carriers of such goods;
- 2.20 Immunize the pets of the Allottee, and at all times to keep the pets on a leash save when inside the said Apartment, with the Allottee being responsible to arrange for the cleaning up if their pets relieve themselves anywhere within the Project, and



further for making good any loss, damage etc. which may be caused by and/or have arisen due to the pets of the Allottee.

- 2.21 Use only such power/generator back-up as allocated by the Developer to the said Apartment, and shall not demand/claim any further/additional power/generator back-up on any ground whatsoever or howsoever;
- 2.22 Ensure that all the employees, personnel, visitors, agents, contractors, etc. of the Allottee strictly abide by the rules framed/amended from time to time by the Developer and/or the Association including the Rules as also the instructions issued from time to time for enforcing security, maintenance etc., and further shall ensure that none of them in any manner deface, vandalise or bring to disrepute the Project.
- 2.23 Within 30 (Thirty) days from the date of execution and registration of the Deed of Conveyance, subject to and without prejudice to the terms thereof, at their own cost, expense and liability, apply for and obtain separation and mutation of the said Apartment in the records of the Kolkata Municipal Corporation in the name of the Allottee as the Allottee thereof, and the Allottee shall be liable and responsible for all the costs and consequences for the non-observance of this clause, and so long as said Apartment is not separately assessed and mutated, the Allottee shall, on and from the Outgoings Payment Commencement Date be liable to pay the municipal rates and taxes in respect thereof as determined by the Developer, and, further, in the event of there being any enhancement to/in the rates and taxes due to any act, deed or thing done or carried out by the Allottee at the said Apartment, such enhancement shall be paid and borne exclusively by the Allottee in addition to and over and above the aforesaid rates and taxes, it being clarified that understood that such assessment and mutation shall not absolve the Allottee of its continuing obligation to make payment of the proportionate share of the municipal rates and taxes in respect of the Project, as determined by the Developer and/or the Association and/or the Facility Management Company, as the case may be.
- 2.24 Comply with all notices, orders and requisitions of the local and/or municipal and/or other concerned authorities that may be required to be complied with by the Developer and/or the Allottee in respect of the Said Apartment And Properties Appurtenant Thereto or any part thereof, all at their own costs and liability.



- 2.25 Exercise all precautions and care and take all steps as may be necessary and/or expedient to prevent the commission of any offence under any statutory law or otherwise, and to keep each of the users and occupiers of the several units/areas/spaces at the Building and/or the Projectsafe, harmless and indemnified in respect thereof.
- 2.26 Keep the lobby clean at all times.
- 2.27 Shall make the electrical fittings only from the underground cable trench or the existing electrical ducts in such manner that electric wires are not exposed.
- 2.28 Obtain car parking stickers from the Developer and/or the Association and/or the Facility Management Company, failing the vehicles shall not be permitted to enter the said Premised.
- 2.29 Pay to the Developer or the Association or the Facility Management Company, as the case may be, car parking charges for visitors' cars as determined by the Developer or the Association or the Facility Management Company, as the case may be.
- 2.30 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.
- 2.31 Co-operate with the other End Users and the Developer and/or the Association and/or the Facility Management Company, as the case may be, in the management and maintenance of the Project.
- 2.32 Allow the Promoter to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Allottee(s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs

Part III - Miscellaneous Rules/Covenants

The Allottee confirm and undertake as follows:



- 3.1 If any alteration in the Project is required by the Kolkata Municipal Corporation or any other authority then the Developer may do so without any prior intimation or consent from the Allottee .
- 3.2 After the date of taking hand over of the said Apartment, the Allottee shall have no right or claim against the Developer save and except limited to that stipulated in Clause 2 (iv) hereinabove.
- 3.3 The right of the Allottee will remain restricted to the said Apartment and the Car Parking Space. All the unsold Apartments and the car parking space(s) will remain vested in the Developer who will be free to deal with and/or dispose them off in any manner in its absolute discretion.
- 3.4 The Developer will be solely and absolutely entitled to all credits, Carbon Credits or otherwise, that may be granted or can be availed of for the manner of executing the Project or otherwise, and the Allottee shall not make any claim thereto in any manner whatsoever.
- 3.5 In all matters relating to construction of the Building and/or the Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect shall be final and binding, and the Allottee shall not dispute the same or raise any objection thereto on any ground whatsoever or howsoever, .
- 3.6 The right of user of the Allottee of the Common Areas along with the Car Parking Space being an indivisible part and parcel of the said Apartment, shall not be transferable except along with the said Apartment (subject to and in accordance with the terms of this Agreement), and each of them shall be deemed to be transferred with the said Apartment even though the same be not expressly mentioned in any future instrument of transfer.
- 3.7 The Developer shall be entitled to take such steps as it deems fit and proper in the interest of preserving the aesthetics of the Building and/or the Project including but not limited to the external façade of each of the above.

