

## DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on the \_\_\_\_\_ day of \_\_\_\_\_ TWO THOUSANDS AND TWENTY THREE

### BETWEEN

**(1)Malay Kumar Banerjee** (having PAN AEEP0662F), son of Late Sunil Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, District Hooghly, Pin-712232, (2) **Sanjay Banerjee** (having PAN AKNPB6432C), son of Malay Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, District Hooghly, Pin-712232., (3) **Ajay Banerjee** (having PAN AJXPB2224K), son of Malay Kumar Banerjee, residing at 1, Grand Trunk Road, Bhadrakali, District Hooghly, Pin-712232, all represented by the authorized signatory of their constituted attorneys (Regent Hirise Pvt. Ltd. and Riya Enclave Pvt. Ltd.) namely Mr. Deepak Kumar Agarwal, son of Late Shree Ram Agarwal, presently working for gain at 52/1 Shakespeare Sarani, Kolkata – 700 017, authorized vide the Power of Attorney dated 09-12-2021 registered with the office of the ARA – III, Kolkata and recorded in Book No. I, Volume No. 1903-2022, Pages 49103 to 49143, being No. 190314690 for the year 2021, hereinafter collectively 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 respective successors-in-office and assigns) of the **FIRST PART;**

**AND**

**(1)Regent Hirise Private Limited** (PAN No. AACCR7453D, CIN No. U34102WB1991PTC053013), a company within the meaning of the Companies Act, 2013, having its registered office at 52/1 Shakespeare Sarani, Kolkata – 700 017 (formerly at 207 AJC Bose Road, P.S. - Beniapukur, Kolkata - 700 017) represented by its authorised signatory Mr. Deepak Kumar Agarwal, son of Late Shree Ram Agarwal, presently working for gain at 52/1 Shakespeare Sarani, Kolkata – 700 017, **(2)Riya Enclave Private Limited** (PAN No. AAECR8766R, CIN U70102WB2010PTC151077), a company within the meaning of the Companies Act, 2013, having its registered office at 84/2, C. R. Avenue, 1<sup>st</sup>Floor,P.S. - Bowbazar, Kolkata - 700 012,represented by its authorised signatory Mr. Deepak Kumar Agarwal, son of Late Shree Ram Agarwal, presently working for gain at 52/1 Shakespeare Sarani, Kolkata – 700 017, both hereinafter collectively referred to as the “**DEVELOPERS**” (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include its successors-in-interest, administrators and assigns) of the **SECOND PART**;

**AND**

\_\_\_\_\_, both hereinafter collectively referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs successors legal representatives executors administrators and assigns and in case of firm its partners for the time being and their respective heirs successors legal representatives executors administrators and assigns) of the **FOURTH PART**;

In this deed, the ‘**Owners**’ and the ‘**Developers**’ are collectively referred to as the ‘**Vendors**’.

**WHEREAS:**

- A. The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** land containing an area of approximately 552 (five hundred fifty two) decimals a little more or less, comprised in L.R. Dag Nos. 5428(Part), 5429, 5430, 5431, 5432(Part), 5433, 5434, 5435(Part), 5436(Part), 5438(Part), 5440(Part), 5441(Part), 5442, 5443, 5444, 5445(Part), 5450, 5451, 5452, 5453, 5454, 5455(Part), 5456(Part), 5457(Part), 5458, 5459, 5460(Part), 5461, 5462(Part), 5468, 5469, 5470, 5471, 5472(Part), 5474, 5476(Part), 5477, 5478, Mouza: Bhadrakali, J.L. No. 9 **together with** structures and building standing thereon, being Municipal Premises Nos. 20 and 22 B Grand Trunk Road, within Ward No. 9 of Uttarpara Kotrung Municipality, Police Station Uttarpara, District Sub-Registration Serampore, District Hooghly in the state of West Bengal (hereinafter referred to as the said **ENTIRE LAND** and morefully mentioned and described in the Part – I of the **FIRST SCHEDULE** hereunder written).
- B. The said Entire Land is owned by the Owners by virtue and in pursuance of various documents of title and the devolution of title of the Owners in respect of the said Entire Land is mentioned in the **SEVENTH SCHEDULE** hereunder written.

- C. By and under a Development Agreement dated 8<sup>th</sup> October 2010 as re-affirmed and recorded by the parties therein vide a further Agreement dated 29<sup>th</sup> March 2013 registered with the office of the Additional Registrar of Assurances – III, Kolkata and recorded in Book No. I, Volume No. 6, Pages 5437 to 5462, Being No. 03041 for the year 2013 (hereinafter referred to as the said **DEVELOPMENT AGREEMENT**) made between the Owners herein therein referred to as the ‘Owners’ of the first part and the Developers herein therein referred to as the ‘Developers’ of the second part, the Owners herein appointed and entrusted the Developers herein to develop the said Entire Land under the terms and conditions recorded and contained in the said Development Agreement.
- D. By an agreement dated 25<sup>th</sup> October 2010 in supplement to the said Development Agreement dated 8<sup>th</sup> October 2010 between the parties hereto re-affirmed by a further agreement dated 29<sup>th</sup> March 2013 (hereinafter referred to as the said **SUPPLEMENTARY AGREEMENT**), the Developers’ Allocation stood increased by and the Owners’ Allocation stood reduced by (a) 61,905 (sixty one thousand nine hundred five) square feet of saleable area of the residential units in the said Complex and (b) 33 (thirty three) number of covered car parking spaces and 12 (twelve) number of open car parking spaces in the said Complex together with the rights appurtenant thereto.
- E. Pursuant to the said Development Agreement, the Developers caused to sanction a plan bearing no. 155 dated 23<sup>rd</sup> August 2012 amended on 30<sup>th</sup> March 2013 and revalidated on 30<sup>th</sup> March 2018 by Uttarpara Kotrung Municipality for construction of a building complex comprising of various blocks/ buildings upon the said Entire Land, hereinafter referred to as the said **COMPLEX**.
- F. In pursuance of the aforesaid sanction plan, the Developers have commenced construction of the said Complex.
- G. In terms of the said Development Agreement and said Supplementary Agreement the Developers and the Owners were allotted their respective allocations in the said Complex and accordingly the Developers and the Owners have earmarked and demarcated their respective allocations and have recorded the same in the Allocation Agreement entered into between the Owners and Developers.
- H. The said Complex consists of 3 (three) segments i.e. (i) Residential Segment, (ii) Commercial / Mercantile Segment and (iii) Parking Segment spread over 6 (six) separate blocks .
- I. The Developers have intended to complete the said Complex in 3(three) phases.
- J. The First Phase of the Complex comprises Block 1, 2 and 6 upon a land measuring about 9283.90 sq. meters more or less out of the said Entire Land and the Second Phase of the Complex comprises Block 3 and 4 upon a land measuring about 10434.22 sq. meters more or less out of the said Entire Land and the Third Phase of the Complex comprises Block 5 upon a land measuring about 2440.19 sq. meters more or less out of the said Entire Land.
- K. The Third Phase of the Complex is known as **OCEANIA UNIMARK RIVIERA PHASE III** and hereinafter referred to as the **PROJECT** and morefully mentioned and described in the **Part – II** of the **FIRST SCHEDULE** hereunder written.
- L. Subsequently, the modification of sanctioned plan No. 155 dated 23<sup>rd</sup> August 2012 (amended by plan bearing no. 155 dated 30<sup>th</sup> March 2013 and revalidated on 30<sup>th</sup> March 2018) was granted by Uttarpara

Kotrung Municipality on 24-09-2022, the validity of which has been further extended by Uttarpara Kotrung Municipality with effect from 30-03-2023.

- M. In view of the modification of the plan as aforesaid, the Owners and the Developers have further entered into a Supplementary Allocation Agreement dated 15-05-2023 to record demarcation of the allocations of flats comprised in the Block 5 with the revised areas.
- N. The Developers have completed construction of the block 1,2,3,4 and 6 in the Project and Uttarpara Kotrung Municipality has issued the partial completion certificate bearing Nos. 4/1337 dated 23-03-2018 and 4/3956 dated 28-09-2018 for the Block 1,2 and 6 and the partial completion certificate bearing No. 4/1772 dated 1-4-2022 for the Block 3 and 4.
- O. By and under an Agreement dated \_\_\_\_\_ (hereinafter referred to as the said **AGREEMENT FOR SALE**), the Developers and the Owners have agreed to sell and transfer and \_\_\_\_\_ have agreed to purchase **ALL THAT** the residential flat being Unit No. \_\_\_\_ containing a carpet area of \_\_\_\_\_ sq. ft. (built-up area of \_\_\_\_\_ sq. ft.) be it a little more or less on the \_\_\_\_th floor of the Building being Block No. 5 namely 'Oceania' together with right to park over \_\_\_\_\_ covered/open/ MLCP level together with the right to use the common areas/common parts and facilities in common with other allottees (hereinafter referred to as the said **UNIT/APARTMENT** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) at and for the consideration and under the terms mentioned and contained therein and the said Unit is pertaining to the Developer's Allocation.
- P. The Developers have completed construction of the buildings in the Project in accordance with the said Plan with permissible modifications/additions/variations/alterations thereto and the Uttarpara Kotrung Municipality has issued the completion certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_ for the Project (i.e. Block 5).
- Q. The Developers have accordingly put the Purchasers in possession of the said Unit and the parties herein are desirous to complete the sale and transfer of the said Unit.
- R. At or before the execution of this Indenture, the Purchasers have fully satisfied itself and represented the following:-
- i. The Purchasers have caused due diligence and has satisfied itself/himself/herself/themselves with regard to the right, title and entitlement of the Vendors in respect of the Unit and said Entire Land including the land comprised in the Project.
  - ii. The Purchasers have satisfied itself/himself/herself/themselves that the said Unit and the Properties the Properties Appurtenant thereto is free from all encumbrances and about the Vendors' entitlement to develop the said Project/Complex and also to transfer or otherwise deal with various units/constructed spaces therein without any restrictions.
  - iii. The Purchasers have duly inspected and satisfied itself/himself/herself/themselves with regard to the plan sanctioned by the Uttarpara Kotrung Municipality and all subsequent modifications/additions/variations/alterations thereto.

- iv. The Purchasers have inspected and duly satisfied itself with regard to the area, specification, flooring, fixtures and fittings of the said Unit.
- v. The Purchasers have duly satisfied itself/himself/herself/themselves with regard to the quality of construction, workmanship, specifications and structural stability of the Building/Project/Complex and common areas/ common parts and facilities and also various facilities and/or amenities comprised in the Building and/or installed at any portion of the said Project/Complex.
- vi. The Purchasers are fully satisfied about the terms of sale, the amounts paid and incurred by the Purchasers and various covenants contained in the said Agreement of Sale dated \_\_\_\_\_ as well as this Indenture.
- vii. The Purchasers acknowledge that the right of the Purchasers shall remain restricted to the said Unit and that the Purchasers will not have any right whatsoever over and in respect of the other parts and portions of the Building/Project/Complex.

And has agreed not to raise any objections whatsoever or howsoever.

**NOW THIS INDENTURE WITNESSETH as follows :**

I. **THAT** in pursuance of the said Agreement dated \_\_\_\_\_ and in consideration of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) of the lawful money of the Union of India well and truly paid by the Purchasers to the Developers at or before the execution hereof (which the Developers do hereby and also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchasers and also the said Unit and the Properties Appurtenant thereto hereby intended to be sold and transferred), the Owners and the Developers do hereby sell transfer convey and/or assign the residential flat being **ALL THAT** the Unit No. \_\_\_\_\_ containing a built-up area of \_\_\_\_\_ sq. ft. be it a little more or less on the \_\_\_th floor of the Building being Block No. 5 namely 'Oceania' together with right to park over \_\_\_(\_\_\_\_) covered/open/MLCP level together with the right to use the common areas/common parts and facilities in common with other allottees (hereinafter referred to as the said **UNIT/APARTMENT** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the same absolutely and forever, hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchasers absolutely and forever subject to the terms and conditions hereinafter appearing.

**II. AND THE VENDORS DO HEREBY COVENANT WITH THE PURCHASERS** as follows:

- (a) The Developers and the Owners have good right full power and absolute authority to grant convey transfer sell and assign the said Unit and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof unto and to the use of the Purchasers in the manner as aforesaid.

- (b) The said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all encumbrances made or suffered by the Developers and/or the Owners or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Developers and/ or the Owners.
- (c) The Purchasers shall and may at all times hereafter be entitled to peaceably and quietly hold, enjoy and deal with the said Unit and also to receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Developers and the Owners or any person or persons having or lawfully or equitably claiming as aforesaid.

**III. AND THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS** as follows:

- (a) The Purchasers and all other person(s) deriving title from and under the Purchasers shall at all times hereafter duly observe and perform the various covenants concerning or relating to the management and maintenance of the common areas/ common parts and facilities as set forth in the Third **Schedule** hereunder written and duly observe the various restrictions as set forth in the Sixth **Schedule** hereunder written.
- (b) The Purchasers shall bear and pay all cost and impositions for stamp duty, registration charges, GST and other applicable levies and impositions for and in respect of the transfer of the said Unit under these presents.
- (c) The Purchasers do hereby acknowledge that due to partial completion of the Project certain common areas/ common parts and facilities are remaining to be completed and the Developers shall be in a position to complete the same while completion of the remaining phase/blocks/ buildings in the Project. The Purchasers shall not lodge any claim or dispute against the Developers in this regard.
- (d) The Purchasers do hereby acknowledge that the allottees/owners/occupiers of the units/apartments in any one phase would be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners/occupiers/alottees of the units/apartments located in all the phases.
- (e) The Purchasers do hereby acknowledge that the permissible ground coverage and FAR for the different phases of the said Complex need not be fully/uniformly utilized and the Developers may vary the utilization of the permissible ground coverage/FAR for the development of the aforesaid different phases without exceeding the total permissible ground coverage and FAR for the said Complex.
- (f) The Purchasers do hereby acknowledge that as per the applicable law, each phase of the said Complex may have a separate association of apartment owners and an apex association may be formed for all the phases, or there may be a common association for all the phases of the said

Complex and the term 'Association' in this deed shall mean the association of the respective phase or the common association for the Complex, as the case may be.

- (g) The Purchasers shall be liable to pay the Common Expenses attributable to the said Unit as set forth in the **Fifth Schedule** hereunder written and demanded by the Developers/ Association/ Facility Manager.
- (h) The Purchasers do hereby acknowledge that the possession of the said Unit has been delivered by the Vendors to the Purchasers.
- (i) The Purchasers do hereby acknowledge and confirm that the Vendors shall be entitled to expand the Complex vertically or horizontally by amalgamating any adjoining and/ or neighboring plots and the transferees/occupiers of the buildings/blocks at such amalgamated plots shall be entitled to use and enjoy the common areas/ common parts and facilities in common with the transferees/occupiers of the buildings/blocks in which the Unit intended to be purchased by the Purchasers is situated.
- (j) The Purchasers shall not use other common areas/ common parts and facilities exclusively reserved for the use and enjoyment of the transferees of the commercial spaces/ units in the Project/Complex.
- (k) The Purchasers shall not be entitled to any claim upon the Reserved Areas and Facilities as set forth in the Fourth Schedule hereunder written unless right to use and enjoy the same is expressly granted to the Purchasers in terms of these presents.
- (l) The Purchasers shall not raise any obstruction/dispute upon the Developers to make any constructions/raising additional stories in any of the Buildings at the Project/Complex and/ or causing any modification/ alteration/ variation in the Plan as permissible under the prevailing building rules.
- (m) The Purchasers shall not have any claim of whatsoever nature over and in respect of commercial segment and the common areas/ common parts and facilities exclusively reserved for the commercial segment of the Project.
- (n) The Purchasers shall not raise any obstruction/ dispute upon the owners/ occupiers of the commercial segment and/ or their men, agents, vehicles to use and enjoy the Common Areas and Facilities.
- (o) The Purchasers shall abide by the rules and regulations framed for running of the Club in the Complex and pay periodical subscription charges and also other charges including the charges for certain facilities which shall be availed to the allottees of the Complex on pay & use basis.
- (p) The Purchasers do hereby expressly acknowledge that the Purchaser has no financial claims whatsoever in nature against the Owners and the Developers.

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

- (a) The undivided proportionate impartible variable share attributable to the said Unit shall always remain impartible.
- (b) The right of the Purchasers shall remain restricted to the said Unit and the Properties Appurtenant thereto.
- (c) The Residential Segment of the Complex shall always and forever be known by the name of “Unimark Riviera” or by such other name as may be determined by the Developers. The Commercial / Mercantile Segment of the Complex shall always and forever be known by the name of “Unimark Square” or by such other name as may be determined by the Developers.
- (q) The Purchasers hereby acknowledge that the covenants regarding use and enjoyment of the Common Areas and Facilities as well as regular and timely payment of the Common Expenses are “must” and non-payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the Project including the New Building and that non-payment of such maintenance charges is likely to cause malicious loss and damages to the other owners and/or occupiers of the Project including the Building(s) and as such in the event of any default on the part of the Purchasers in making payment of such maintenance charges then and in that event without prejudice to any other rights, the Developers/Association/ Facility Manager shall be entitled to and are hereby authorized (i) to disconnect the supply of water, (ii) to disconnect the supply of power back up, (iii) to prevent the use of other facilities and the same shall not be restored till such time the amounts so remaining outstanding are paid with the interest and the Purchasers hereby further waive the right for service of notice in the event of any default in non- payment of such common expenses.
- (d) The Purchasers do hereby further acknowledge that the Developers/Association/ Facility Manager shall be entitled to derive and charge the maintenance charges/common expenses taking into account the area of sold units i.e. the units for which possession has been delivered to the transferees and the Owners and/ or the Developers shall not be liable to pay or contribute the Common Expenses for any unsold units.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**PART - I**  
**(ENTIRE LAND)**

**ALL THAT** a land area approximately 552 (five hundred fifty two) decimals a little more or less, comprised in L.R. Dag Nos. 5428(Part), 5429, 5430, 5431, 5432(Part), 5433, 5434, 5435(Part), 5436(Part), 5438(Part), 5440(Part), 5441(Part), 5442, 5443, 5444, 5445(Part), 5450, 5451, 5452, 5453, 5454, 5455(Part), 5456(Part), 5457(Part), 5458, 5459, 5460(Part), 5461, 5462(Part), 5468, 5469, 5470, 5471, 5472(Part),



5474, 5476(Part), 5477, 5478, Mouza Bhadrakali, J.L. No. 9 **together with** structures and building standing thereon, being Municipal Premises Nos. 20 and 22 B., Grand Trunk Road, within Ward No. 9 of Uttarpara Kotrung Municipality, Police Station Uttarpara, Sub-Registration District Serampore, District Hooghly in the state of West Bengal, and butted and bounded as follows :

- On the North** : By portions of Municipal Premises Nos. 18 and 19 Bhadrakali Grand Trunk Road
- On the East** : By the river Hooghly
- On the South** : By Municipal Premises Nos. 1, 2, 3 and 4, Bishalakshmi Ghat Lane
- On the West** : By Grand Trunk Road

**PART - II**  
**(PROJECT)**

**ALL THAT** the land area of about 2440.19 sq. meter i.e. 36 cottah 7 chittacks 31 sq. ft. more or less out of the said Entire Land, being portion of the Municipal Premises Nos. 20 and 22 B Grand Trunk Road, within Ward No. 9 of Uttarpara Kotrung Municipality, Police Station Uttarpara, Sub-Registration District Serampore, District Hooghly in the state of West Bengal, and butted and bounded as follows:

- On the North** : By Phase II of the Complex
- On the East** : By the river Hooghly
- On the South** : By Municipal Premises Nos. 1, 2, 3 and 4, Bishalakshmi Ghat Lane
- On the West** : By Phase I of the Complex.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(UNIT/APARTMENT)**

**ALL THAT** the Unit No. \_\_\_ containing a built-up area of \_\_\_\_\_ sq. ft. be it a little more or less on the \_\_\_\_\_th floor of the Building being Block No. 5 namely ‘Oceania’, demarcated in the plan/map annexed hereto and marked as **Annexure ‘A** together with right to park over \_\_\_(\_\_\_\_) covered/open/MLCP level together with the right to use the common areas/common parts and facilities in common with other allottees.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

The Common Areas, amenities and installations are at 3 (three) levels, which are:

LEVEL1: Those which are common to all the segments and are collectively called the “Service Zone” and includes the following: (applies to present phase and all the other phases)

- 1.1.1 Sewerage Treatment Plant/Water Treatment Plant
- 1.1.2 Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
- 1.1.3 Garbage Disposal area, if any
- 1.1.4 Roads, installations, and security arrangements not exclusive to any segment.
- 1.1.5 Drains and sewers from the premises to the Municipal Drains.

- 1.1.6 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 1.1.7 Boundary walls demarcating the premises including outer side of the walls of the building and main gates.
- 1.1.8 Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.9 Transformer electrical wiring meters and electrical panels
- 1.1.10 Management / Maintenance office if any
- 1.1.11 Security arrangements with CCTV
- 1.1.12 Main entrance Gate
- 1.1.13 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.14 Water supply system
- 1.1.15 Rain water harvesting system.
- 1.1.16 Water pump, the pump room, water reservoir, tube-well, and distribution pipes
- 1.1.17 Durwans Room
- 1.1.18 Cable connection
- 1.1.19 Fittings & Fixtures for common area lighting
- 1.1.20 Solar Panels

LEVEL-2: Those which are to remain common to all the Apartment Owners of the residential segment of all the phases.. All the Apartment Owner shall have proportionate share therein. These may include the following (if provided in the discretion of the Developers):

- 1.2.1 Landscaped Garden and lawn, water bodies and fountains if any
- 1.2.2 Foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways
- 1.2.3 Jogging/Cycling Track
- 1.2.4 Club area comprising Children's Play Area/ Toddler Zone, A.C. Banquet hall for common use, Café Area, Lounge, Swimming Pool with changing rooms, Indoor Games Room, Gym, Home Theatre, Children's Splash Pool, Steam room, Yoga and meditation hall, Spa with Massage Room, Conference Room and other facilities/ amenities provided by the Developer.

LEVEL-3: Those which are to remain common to the Apartments in any particular Building/Block/Project. These include the following:

- 1.3.1 Entrance with ground floor lobby only.
- 1.3.2 Lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.3.3 Elevators
- 1.3.4 Earmarked area of roof of respective tower demarcated for common use
- 1.3.5 Overhead Water Tank.
- 1.3.6 Lifts and their accessories installations and spaces required therefore.

- 1.3.7 Servants/Drivers Toilet and shower room on the Ground Floor in some blocks.
- 1.3.8 Intercom communication system.

LEVEL-4: Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment.

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1, 2 and 3 the common portions like roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments and those that are inside the Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common portion only of the complex and common to its Apartment Owners and users. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.
2. The Developers reserve the right to alter the above scheme or any of the items mentioned in Clauses 1.1, 1.2 or 1.3, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(RESERVED AREAS AND FACILITIES)**

1. Open, parking in multilevel car parking area and covered car parking areas (dependent/independent);
2. Right of use of any specified area in ground floor or other floor;
3. Exclusive right of use of garden / space on ground floor, other floor or roof;
4. Demarcated area of lawn/terrace appurtenant to a particular Apartment.

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

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project/Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project/Complex and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project/Complex as usually are or ought to be.
3. Keeping the gardens and grounds of the Project/Complex generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair, clean and tidy and edged where necessary and clearing the road when necessary.

5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project/Complex.
6. Paying such workers as may be necessary in connection with the upkeep of the Project/Complex.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project/Complex as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project/Complex.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project/Complex and providing such additional lighting apparatus as the Developers may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying rates taxes duties charges assessments land revenue/khazana and any other outgoings whatsoever assessed charged or imposed by any central/state government or any local/statutory body including the charges of Kolkata Port Trust in respect of the land and/ or building of the Project/Complex or any part thereof for any purpose whatsoever including use/ occupation/holding thereof excepting in so far as the same are the responsibilities of the individual owners/lessees/ occupiers of any apartment/unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any Apartment.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment.
18. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common equipment as the Developers/Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.
21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the Project/Complex.
22. Any other expense for common purpose.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(PURCHASERS' COVENANTS)**

1. To co-operate with the other Apartment/Unit owners/allottee, the Developers/Association/Facility Manager in the management and maintenance of the Building/Project/Complex.
2. To observe the rules framed from time to time by the Developers and upon the formation of the Association by such Association. The covenants agreed herein to the Developers shall mean and include towards Association also, as and when applicable.
3. To use the said Unit for residential purposes and not for other purposes whatsoever without the consent in writing of the Developers/Association.
4. To allow the Developers/Facility Manager/Association with or without workmen to enter into the said Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing.
5. To pay charges for electricity in relation to the said Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Developers/Association for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Purchasers shall not be entitled to use any of the facilities and utilities of the building.
6. Not to do anything or prevent the Developers/Association from making further or additional legal constructions within any working day notwithstanding any temporary disruption in the Purchasers' enjoyment of the said Unit.
7. To maintain or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
8. Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
9. Not to damage demolish or cause to damage or demolish the said Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the apartment/units in the building or which may cause damage to any other portion of the building in any manner.
10. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Unit which in the opinion of the Developers/Association differs from the color Scheme of the building or deviation or which in the opinion of the Developers/Association may affect the elevation in respect of the exterior walls of the said building.
11. Not affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the building block or other parts, without approval of the Developers/ Association.

12. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the building or cause increased premium to be payable in respect thereof if the building is insured.
13. Not claim any right of pre-emption or otherwise regarding any of the other units or any portion of the Building/Project/Complex.
14. Not to use the said Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
15. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
16. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
17. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Developers/Association.
18. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment/Unit.
19. Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
20. To abide by such building rules and regulations as may be made applicable by the Developers before the formation of the Association. The Developers shall cause an Adhoc Committee of the Apartment/Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Apartment/Unit Owner who may be nominated and/or selected by the Developers. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
21. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Developers/Association and a decent nameplate outside the main gate of his Apartment/Unit.
22. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Developers/Association the in writing or in the manner as near as may be in which it was previously decorated.
23. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Developers to the Association.
24. Watchman, driver, domestic servants or any other person employed by the Apartment/ Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas
25. The Apartment/Unit Owner must submit photographs of their employee and Drivers with full particulars with the Developers/Association a copy of which will also be forwarded to the local

- Police Station. The Developers/Association will issue identity cards to the staff and visitors who will carry the same for identification.
26. Visitor's cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
  27. The Developers/Association will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
  28. Any work men temporarily employed by any Apartment/Unit Owner will be issued a temporary identity pass by the Association for easy identification. All fit-out work inside the Apartment/Unit shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations. Subject to the aforesaid restrictions all such work has to be done with the consent of the Developers or the Association or Facility Manager as the case may be and in strict compliance of the guidelines as framed by the Developers or the Association or the Facility Manager as the case may be.
  29. The Apartment/Unit Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products.
  30. Smoking Zones may be provided within the complex where only smoking will be permitted and smoking will be prohibited at all other places.
  31. All visitors to the respective Apartment/Units will be filtered at the entrance and permitted entry only on proper authorization from the Apartment/Unit Owner.
  32. Not to install any additional grills the design of which has not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
  33. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developers/Association nor shall anything be projected out of any window of the Building without similar approval.
  34. On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
  35. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
  36. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment/Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose provided however such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
  37. To carry out all interiors and/or decorations during the day time without creating any annoyance or disturbance to the other Owners and/or occupiers.
  38. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Purchasers and upon employing such domestic help to give relevant information of such domestic help to the local Police station.
  39. To remain fully responsible for any pets which may be kept by the Apartment/Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash

and the concerned allottee/occupier shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned allottee/occupier shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge

40. Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.
41. To carry out proper pest control treatment in the said Apartment/ Unit at the cost of the Purchasers.
42. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment/Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
43. Not to have nor create any place of worship in any common part or portion of the building or the Complex. However, the allottees/occupiers will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only and the allottees under no circumstances shall be permitted to organize such activities at any other place within the complex.
44. It shall be the responsibility of the Purchasers to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Purchasers washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Purchasers to clean up the entire space.
45. Not to use the Apartment/Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
46. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment/Unit nor to permit or suffered to be done into or upon the Apartment/Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
47. Not to arrange any public function in any part of the property, except with the permission of the Developers/ Association as the case may be.
48. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
49. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
50. The Purchasers shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two wheeler parking space by the Developers to any other person and/or persons as the Developers in their absolute discretion may deem fit and proper.
51. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or complex including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said Complex. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Eid, Bakra Eid etc shall not be done or permitted within the said Complex and the Apartment/Unit Owners shall strictly abide by



maintaining such rule/restriction. The Apartment/Unit Owners of all caste, creed and religion shall be bound by this..

52. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
53. Not to install any air conditioner, except in the approved places.
54. Not allow or use any cable, internet or other service providers save and except those service providers whom the Developers or the Association might have selected or engaged. The Developers may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Complex and for this purpose enter into contract with any eligible Service Provider and such contracts by the Developers with the Service Provider shall be honored for the term of the Agreements/contract.
55. Pay such further deposits as required by the Developers/Facility Manager /Association time to time.
56. Only drills (and not manual hammers) can be used to drive nails into the walls of the Apartment/Unit. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Developers or the Facility Manager or the Association as the case may be.
57. Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
58. The lobby should be kept clean at all times.
59. No games or sporting activities are allowed which may cause damage to the landscaped gardens and the common facilities of the Complex.
60. No tenant will be allowed to occupy any Apartment/Unit unless such tenant is introduced to the Developers or the Association or the Facility Manager as the case may be so that he may be recognized as a bona fide occupant of the Apartment/Unit for security purposes.
61. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas . The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
62. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
63. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment/Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Developers or the Association.
64. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
65. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any.
66. Car Parking stickers should be obtained from the Developers or the Association to track authorized vehicles.
67. The Developers or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.

68. The Developers or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Purchasers' fit-out and Maintenance process so as to ensure that :
- (i) The fit-out works are carried out in accordance with the approved plans;
  - (ii) The fit-out works are in compliance with the guidelines as framed by the Developers/ Association.
  - (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water, light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment/Unit, shall be undertaken at the expense of the Purchasers.
  - (iv) The Purchasers shall reimburse the Developers/Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to Common Areas and Facilities, such repairing or replacing being required to be effected due to any damage caused by such allottee/occupier in respect of the Common Areas and Facilities.
  - (v) All Apartment/Units, except those specifically meant for non-residential purpose shall be used for residential purpose only.
69. The Developers will hand over the Fit-Out Rules at the time of handing over possession. Every allottee/occupier shall, undertake and complete all maintenance and repair work within his own Apartment/Unit, which if delayed, is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Developers/Association.
70. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment/Unit and further the Owner or occupier of any Apartment/Unit shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted, any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
71. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
72. No Apartment/Unit Owner / Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in the Apartment/Unit if the same shall disturb or annoy other occupants of the building..
73. Each Owner shall keep such Apartment/Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
74. No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developers.
75. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developers and no

puncturing of window/wall to install AC Units will be permitted. The Apartment/Units have been designed for air conditioning with suitable provision for keeping outdoor units of the AC System, which the Purchasers shall have to strictly follow while installing their AC Units.

76. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developers nor shall anything be projected out of any window of the Building without similar approval.
77. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment/Unit-Owner/Lessee in whose Apartment/Unit it shall have been caused.
78. No radio or television aerial, electrical and telephone installation, machines or air-conditioning units shall be attached to or hung from the exterior or the roof of the building.
79. If any electrical points are installed on shear wall/RCC Wall of the Apartment/Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
80. Garbage from the Apartment/Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Developers/Association of the Project may direct or throw into dustbins provided for the purpose within the common service area.
81. No vehicle belonging to an owner/occupier of Apartment/Unit or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Building/Project/Complex by another vehicle.
82. The Apartment/Unit Owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Apartment/Unit Owner shall be entitled to avail of the cable connection facilities provided to all.
83. After the Purchase the Apartment/Unit Owner shall get his Apartment/Unit mutated. In case of default by the Apartment/Unit Owner/Lessee, the Developers will be entitled to get the said Apartment/Unit mutated and apportioned in the name of the Apartment/Unit Owner subject to the Apartment/Unit Owner's bearing and paying all costs, charges and expenses including professional fees.
84. The access to the ultimate roof in common with others shall be permissible BUT not to use the Common Areas and Facilities including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
85. Ensure that the domestic help/service providers visiting the said Apartment/Unit use only the common toilets and while so using, keep the common toilets clean and dry.
86. Use the spittoons / dustbins located at various places in the Project.
87. Not install any collapsible gate outside the main door / entrance of the said Apartment/Unit.
88. Not to sub-divide the said Apartment/Unit and the Common Areas, under any circumstances.
89. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment/Unit, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

90. Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Purchasers from displaying a standardized name plate outside the main door of the said Apartment/Unit.
91. Not to install or keep or run any generator in the Said Apartment/Unit.
92. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Purchasers or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
93. Not to overload the passenger lifts and move goods only through goods lift or the staircase of the Building.
94. Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment/Unit.
95. The balconies in the Apartment/Unit will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles in Walls of Balcony shall not be allowed.
96. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation of any kind takes place inside or in the vicinity of the Complex. The Purchasers shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the Complex by affixing posters, hanging festoons or doing any other act.
97. To ensure that the Purchasers comply with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, fire laws, environmental laws as are applicable for the use of the said Unit.
98. The Purchasers shall not make the Developers/Association responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Developers shall however make all reasonable efforts to set right the same as soon as possible.
99. To pay to the Developers/Facility Manager/Association all costs, charges and expenses including costs and fees which may be incurred by the Developers/Facility Manager/Association in connection with or for common purpose or incidental to any services of the said Complex.
100. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee shall be deemed to be the act, default or omission of the Purchasers.
101. Not to install or use at the said unit any equipment which causes noise or vibration detectable outside the said unit or causes damage to the building or plant or conducting media.
102. Not to sub divide or partition the said Unit in any manner whatsoever.
103. House rules may be added to, amended or repealed at any time by the Developers and the Association after formation by the Association.
104. Not to do anything or prevent the Developers from making further or additional legal constructions on any day notwithstanding any temporary disturbance in the Purchasers' enjoyment of the said Unit.

105. Not to raise any objection in the Developers' installing any telecom tower, Internet tower or erect a neon/glow sign, lighted/unlighted hoarding on the roof of any Building or Buildings without affecting the roof top over the Purchasers' Unit and the considerations for these rights will be received by the Developers.
106. Not to claim any rights over and upon the private lawn attached with any of the flats on the ground floor of the Project/Complex in any manner whatsoever.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

- a. a. One Satya Prasad Banerjee and Jyoti Prasad Banerjee were the joint owners of various pieces and parcels of land by way of Partition Deed dated 13.01.1940, Being no. 135.
- b. The said Satya Prasad Banerjee gifted and transferred various pieces and parcels of land admeasuring 3 acres 13.30 decimals by way of Gift Deed dated 11.08.1950 unto and in favour of Sunil Kumar Banerjee and the same was duly registered with the office of the Sub-Registrar at Serampore, Hooghly and recorded as Book No. I, Volume no. 47, Pages no. 115 to 117, being Deed No. 3564 of 1950.
- c. The said Jyoti Prasad Banerjee died testate on 18.06.1946 leaving his last will and testament dated 16.11.1936 and two codicils respectively dated 12.08.1941 and 05.05.1945 whereby and where under said Jayoti Prasad Banerjee appointed the official trustee of West Bengal as the trustee of the estate of the said Jayoti Prasad Banerjee.
- d. The official trustee applied for and obtained probate of the said will from the Hon'ble High Court at Calcutta in 1946 and entered into two management and administration of the Estate of the said Jyoti Prasad Banerjee.
- e. The Official Trustee of West Bengal transferred all that several pieces and parcels of land admeasuring 570.37 Decimals more or less by way of Deed of Transfer dated 10.11.1966 unto and in favour of Malay Kumar Banerjee and the same was duly registered with the office of the Sub-Registrar at Serampore, Hooghly and recorded as Book No. I, Volume no. 115, Pages no. 55 to 67, being Deed No. 8784 of 1966.
- f. The said Sunil Kumar Banerjee died intestate on 19.01.1988 leaving behind his Last Will and Testament dated 30.07.1983 whereby and whereunder he intended to give, devise and bequeath several pieces and parcels of land unto and in favour of Sanjay Banerjee, Ajay Banerjee and appointed one Arati Mukherjee as the executrix of the said will with the provision to hold the said estate until the younger beneficiary attains the age of 25 years and with the absolute powers to sell and exchange the properties for the benefit of the said beneficiaries.
- g. The said Arati Mukherjee applied for and obtained probate being Probate Case No. 156 of 1989 before the Hon'ble High Court, Calcutta on 13.03.1990.
- h. The said Malay Kumar Banerjee, Arati Mukherjee leased out a part of the their said land admeasuring 17 Cottahs 4 Chittacks 20 Square Feet together with structure standing thereon by way of a Lease Deed dated 23.08.1996 for the period of 21 years commencing from 22.05.1995 unto and in favour of Walter Craven Ceramic Projects (India) Ltd. and the same was duly registered with the office of the Additional District Sub-Registrar at Serampore and recorded in Book No. I, being Deed No. 2300 of 1996.
- i. The said Malay Kumar Banerjee, Arati Mukherjee leased out another part of the said land admeasuring 7 Bighas, 7 Cottahs 8 Chittacks and 29 Square Feet together with structure standing thereon by way of Lease Deed dated 05.11.1996 for the period of 21 years commencing from 22.05.1995 unto and in favour of Walter Craven Ceramic Projects (India) Ltd. and the same was duly registered with the office of the Additional District Sub-Registrar at Serampore and recorded in Book No. I, Volume no. 95, Pages no. 269 to 282, being Deed No. 4394 of 1996.

- j. The said Walter Craven Ceramic Projects (India) Ltd. became the Lessee of the said two plots of land total admeasuring 8 Bighas 4 Cottahs 13 Chittacks and 4 Square Feet.
- k. The said Malay Kumar Banerjee, Arati Mukherjee sold, transferred and conveyed a part of the said land admeasuring 8 Cottahs 9 Chittacks and 27 Square Feet by way of a Sale Deed dated 10.02.1997 unto and in favour of Walter Craven Ceramic Projects (India) Ltd. and the same was duly registered with the office of the Additional District Sub-Registrar at Serampore and recorded in Book No. I, Volume no. 18, Pages no. 223 to 236, being Deed No. 817 of 1997.
- l. The said Malay Kumar Banerjee, Arati Mukherjee sold, transferred and conveyed another part of the said land admeasuring 16 Cottahs by way of a Sale Deed dated 07.02.1997 unto and in favour of Walter Craven Ceramic Projects (India) Ltd. and the same was duly registered with the office of the Additional District Sub-Registrar at Serampore and recorded in Book No. I, being Deed No. 818 of 1997.
- m. The said Malay Kumar Banerjee, Arati Mukherjee sold, transferred and conveyed another part of the said land admeasuring 16 Cottahs 2 Chittacks and 30 Square Feet by way of a Sale Deed dated 30.01.1997 unto and in favour of Walter Craven Ceramic Projects (India) Ltd. and the same was duly registered with the office of the Additional District Sub-Registrar at Serampore and recorded in Book No. I, Volume no. 15, Pages no. 51 to 62, being Deed No. 649 of 1997.
- n. The said Malay Kumar Banerjee, Arati Mukherjee sold, transferred and conveyed another part of the said land admeasuring 16 Cottahs 7 Chittacks and 29 Square Feet by way of a Sale Deed dated 28.01.1997 unto and in favour of Walter Craven Ceramic Projects (India) Ltd. and the same was duly registered with the office of the Additional District Sub-Registrar at Serampore and recorded in Book No. I, Volume no. 13, Pages no. 381 to 394, being Deed No. 585 of 1997.
- o. The said Malay Kumar Banerjee, Arati Mukherjee sold, transferred and conveyed another part of the said land admeasuring 16 Cottahs 4 Chittacks and 40 Square Feet by way of a Sale Deed dated 20.01.1997 unto and in favour of Walter Craven Ceramic Projects (India) Ltd. and the same was duly registered with the office of the Additional District Sub-Registrar at Serampore and recorded in Book No. I, Volume no. 13, Pages no. 359 to 372, being Deed No. 583 of 1997.
- p. The said M/s. Walter Craven Ceramic Projects (India) Ltd. became the sole and absolute owner of all that aforesaid pieces and parcels of land admeasuring 3 Bighas 13 Cottahs 8 Chittacks 36 Square Feet by virtue of aforesaid 5(five) Sale Deeds.
- q. The said Malay Kumar Banerjee sold, transferred and conveyed another part of the said land admeasuring 8 Cottahs by way of a Sale Deed dated 21.01.1997 unto and in favour of M/s. Walter Craven Ceramic Projects (India) Ltd. and the same was duly registered with the office of the Additional District Sub-Registrar at Serampore and recorded in Book No. I, being Deed No. 354 of 1997.
- r. The said Malay Kumar Banerjee sold, transferred and conveyed another part of the said land admeasuring 7 Cottahs 13 Chittacks and 39 Square Feet by way of a Sale Deed dated 22.01.1997 unto and in favour of M/s. Walter Craven Ceramic Projects (India) Ltd. and the same was duly registered with the office of the Additional District Sub-Registrar at Serampore, Hooghly and recorded in Book No. I, being Deed No. 393 of 1997.
- s. The said Malay Kumar Banerjee sold, transferred and conveyed another part of the said land admeasuring 8 Cottahs 3 Chittacks and 18 Square Feet by way of a Sale Deed dated 20.01.1997 unto and in favour of M/s. Walter Craven Ceramic Projects (India) Ltd. and the same was duly registered with the office of the Additional District Sub-Registrar at Serampore, Hooghly and recorded in Book No. I, being Deed No. 338 of 1997.
- t. The said M/s. Walter Craven Ceramic Projects (India) Ltd. became the sole and absolute owner of the said land admeasuring 1 Bigha, 4 Cottahs 1 Chittacks 12 Square Feet by virtue of three aforesaid Sale Deeds.
- u. After attaining the age of 25 years said Ajay Banerjee, Sanjay Banerjee became the joint owners of the said property according to the terms and conditions mentioned in the Will dated 30.07.1983.

- v. By and under agreement dated 28<sup>th</sup> May, 2010 between the said Walter Craven Ceramic Projects (India) Limited therein referred to as the First Party of the One Part and the said Malay Kumar Banerjee, Ajay Banerjee and Sanjay Banerjee therein collectively referred to as the Second Parties of the other part, the said Walter Craven Ceramic Projects (India) Limited agreed to surrender and release all its rights, title and interest including leasehold rights in respect of the lands and properties demised under the said Lease Indentures unto and in favour of the said Malay Kumar Banerjee, Ajay Banerjee and Sanjay Banerjee in their respective proportion of 50%, 25% and 25%, and which the said Second Parties had agreed to accept.
- w. By and under agreement dated 28<sup>th</sup> May, 2010 made between the said Walter Craven Ceramic Projects (India) Limited therein referred to as the First Party of the One Part and the said Malay Kumar Banerjee therein referred to as the Second Party of the Other Part, the First Party therein on the terms and conditions therein covenanted agreed to sell, convey, transfer, assign and assure unto and in favour of the Second Party therein ALL THAT the piece and parcel of land containing an area of 1 (One) Bighas 4 (Four) Cottahs 1 (One) Chittacks 12 (Twelve) sq.ft., be the same a little more or less together with structures standing thereon purchased from the said Malay Kumar Banerjee by and under the afore-recited 3 (three) Sale Indentures being nos. 354 of 1997, 338 of 1997 and 393 of 1997.
- x. By and under agreement dated 28<sup>th</sup> May, 2010 made between the said Walter Craven Ceramic Projects (India) Limited therein referred to as the First Party of the One Part and the said Malay Kumar Banerjee, Ajay Banerjee and Sanjay Banerjee therein jointly referred to as the Second Party of the Other Part, the said First Party therein on the terms and conditions therein covenanted agreed to sell, convey, transfer, assign and assure unto and in favour of the Second Party and/or Purchaser No. 1, Purchaser No. 2 and Purchaser No. 3 therein ALL THAT the land containing an area of 3 (Three) Bighas 13 (Thirteen) Cottahs 8 (Eight) Chittacks 36 (Thirty Six) Sq.ft., be the same a little more or less together with the structures lying thereupon purchased from the said Malay Kumar Banerjee and Arati Mukherjee by and under the afore-recited 5 (five) Sale Indentures being nos. 817 of 1997, 818 of 1997, 649 of 1997, 585 of 1997 and 583 of 1997.
- y. The said Walter Craven Ceramic Projects (India) Limited subsequently surrendered and released all its rights, title and interest including the leasehold rights in respect of lands and properties demised under the said Lease Indentures, in favour of the said Malay Kumar Banerjee, Ajay Banerjee and Sanjay Banerjee by and under the following deed:

<u>Date</u>	<u>First Party</u>	<u>Second Parties</u>	<u>Land area</u>	<u>Registration Details</u>
31-05-2013	Walter Craven Ceramic Projects (India) Limited	Malay Kumar Banerjee, Ajay Banerjee and Sanjay Banerjee	8 (Eight) Bighas 4 (Four) Cottahs 13 (Thirteen) Chittacks and 4 (Four) Sq. ft.	Book No. I, CD Volume No. 5, Pages 7882 to 7891, Being No. 02642 for the year 2013.

- z. The said Walter Craven Ceramic Projects (India) Limited further sold and transferred the lands and properties to the said Malay Kumar Banerjee, Ajay Banerjee and Sanjay Banerjee free from all encumbrances which were earlier purchased by it under the said Sale Indentures, by and under the following 2 (two) deeds:

<u>Date</u>	<u>Vendor</u>	<u>Purchasers</u>	<u>Land area</u>	<u>Registration Details</u>
31-05-2013	Walter Craven Ceramic	Malay Kumar Banerjee, Ajay	3(Three) Bighas 13 (Thirteen) Cottahs	Book No. I, CD Volume No. 5, Pages

	Projects (India) Limited	Banerjee and Sanjay Banerjee	8 (Eight) Chittacks 36 (Thirty Six) Sq. ft.	7130 to 7145, Being No. 02601 for the year 2013
31-05-2013	Walter Craven Ceramic Projects (India) Limited	Malay Kumar Banerjee	1(One) Bigha 4 (Four) Cottahs 1 (One) Chittack 12 (Twelve) Sq. ft.	Book No. I, CD Volume No. 5, Pages 7117 to 7129, Being No. 02600 for the year 2013.

aa. The said Sanjay Banerjee and Ajay Banerjee further purchased and acquired a land area of 0.051 acres in LR dag No. 5471(full) corresponding to RS Dag No. 2980 and a land area of 0.064 acres out of total dag area of 0.114 acres in LR Dag No. 5472(part) corresponding to RS Dag No. 2980 by and under 2(two) deeds of sale, details whereof are as hereunder:

<u>Date</u>	<u>Vendor</u>	<u>Purchasers</u>	<u>Land area</u>	<u>Registration Details</u>
24.02.2011	Mira Ghosh	Sanjay Banerjee and Ajay Banerjee	2 cottah 3 chittacks 20 sq. ft.	Book No. I, CD Volume No. 3, Pages 1 to 15, Being No. 01367 for the year 2011.
18.08.2011	Dwarka Nath Ghosh & 6 Ors.	Sanjay Banerjee and Ajay Banerjee	4 cottah	Book No. I, CD Volume No. 10, Pages 1632 to 1651, Being No. 06207 for the year 2011.

bb. The parts and portions of the lands and properties held by the said Malay Kumar Banerjee, Ajay Banerjee and Sanjay Banerjee aggregating to a land area of about 5.52 Acres in Mouza-Bhadrakali, P.S.-Uttarpara, District: Hooghly in the state of West Bengal, are comprised in and known as Municipal Premises Nos. 20 & 22, B. G. T. Road, P.S. Uttarpara, Ward No. 9 of Uttarpara Kotrung Municipality, District: Hooghly, West Bengal.

**IN WITNESS WHEREOF** the parties hereto have put their respective hands and seals the day, month and year first above written.

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

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

**EXECUTED AND DELIVERED** by the abovenamed **PURCHASERS** at **Kolkata** in the presence of:



RECEIVED of and from or to the credit of  
the within named Purchasers  
the within mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) by various cheques/bank transfer from  
time to time.

<b>Cheque Date</b>	<b>Cheque No</b>	<b>Drawn on</b>	<b>Recd. Amt. (A)</b>	<b>GST (B)</b>	<b>Consideration (A-B)</b>
<b>Total</b>					

Witnesses:

Signature of the Developers

