

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE (“Deed”) is made on this _____ day of _____, Two Thousand and Twenty Three (2023) at Kolkata

BETWEEN

M/S. BNBK DEVELOPER LLP, (LLP Identification No. **AAD-1857**), (PAN: AAOFB6745K) a Limited Liability partnership firm, having its registered office at 40, Maulana Abul Kalam Azad Road, “Ambika Towers”, P.S.- Golabari, Howrah-711101, represented by its one of the partners **SRI SUBHAM BALASARIA** having PAN CEBPB0960F, having Aadhaar 4182 0453 4346, having mobile number 9830723456, son of Sri Subhash Chandra Balasaria, aged about 22 years, Nationality Indian, by faith Hindu, by occupation Business, residing at 23, Raja Santosh Road, P.S.- Alipore , P.O. Alipore, Kolkata- 700027, hereinafter referred to as the "**OWNER**" (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **ONE PART**;

AND

[1] _____, having PAN _____, having Aadhaar _____, son/daughter/wife of _____, aged about ___ years, Nationality Indian, by Occupation _____, residing at _____, Post Office _____, Police Station _____, PIN _____ and [2] _____, having PAN _____, having Aadhaar _____, son/daughter/wife of _____, aged about ___ years, Nationality Indian, by Occupation _____, residing at _____, Post Office _____, Police Station _____, PIN _____, hereinafter referred to as the **PURCHASER (S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**:

The Owner and the Purchaser(s) shall collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. One Sri Behari Lal Samanta was the recorded owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 9 (nine) decimals, be the same or a little more less, lying and situated in Dag No. 391; ALL THAT piece and parcel of land measuring 1.68 (one point six eight) acres, be the same or a little more less, lying and situated in Dag No. 407; ALL THAT piece and parcel of land measuring 17 (seventeen) decimals, be the same or a little more or less, lying and situated in Dag No. 409; and ALL THAT piece and parcel of land measuring 12 (twelve) Decimals, be the same or a little more or less, lying and situated in Dag No. 410, all under C.S. Khatian No. 355, altogether land measuring 2.06 acres, be the same or a little more less, in Mouza – Siriti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, J.L. No. 11, Pargana-Magura, within the then South Suburban Municipality, now within the limits of the Kolkata Municipal Corporation, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala, District-South 24-Parganas together with all rights, easements, facilities and amenities appurtenant thereto.
- B. By virtue of a Deed of Settlement (Arpannama) dated 12th February, 1947 (hereinafter referred to as "the said Arpannama"), registered at the office of Joint Sub-Registrar of Alipore at Behala and entered in Book No. I, Volume No. 5, Page Nos. 133 to 136, Being No. 211, for the year 1947, the said Behari Lal Samanta, as Settlor, granted, conveyed and transferred the aforesaid land aggregating and measuring about 2.06 acres absolutely and forever as and

by way of creating a private Debuttar property unto and in favour of Sri Sri Madan Mohan Jew Thakur, represented by the then Sole Shebait Sudhir Kumar Samanta, since deceased.

- C. Subsequent to the execution of the said Arpannama, by virtue of a Deed of Permanent Lease dated 12th February, 1947 executed by the said Sudhir Kumar Samanta, Shebait of the said Sri Sri Madan Mohan Jew Thakur and registered at the office of Additional District Sub-Registrar at Behala and entered in Book No. I, Volume No. 3, Page Nos. 195 to 196, Being No. 212, for the year 1947, the said Sri Sri Madan Mohan Jew Thakur granted a permanent lease in respect of ALL THAT piece and parcel of Bagan land measuring 8 decimals equivalent to 5 Cottahs, be the same or a little more less, lying and situated in C.S. Dag No. 407, under C.S. Khatian No. 355 of Mouza–Siriti unto and in favour of one Jugal Kishor Samanta, son of Behari Lal Samanta, since deceased.
- D. During the Revisional Settlement, the said Sri Sri Madan Mohan Jew Thakur has been recorded to be absolutely seized and possessed and in absolute ownership of ALL THAT piece and parcel of land measuring 9 (nine) decimals, be the same or a little more less, lying and situated in Dag No. 391, ALL THAT piece and parcel of land measuring 1.60 acres, be the same or a little more less, lying and situated in Dag No. 407, ALL THAT piece and parcel of land measuring 17(seventeen) decimals, be the same or a little more less, lying and situated in Dag No. 409, under R.S. Khatian No. 355; ALL THAT piece and parcel of land measuring 12 (twelve) decimals, be the same or a little more less, lying and situated in Dag No. 410, under R.S. Khatian No. 345, all together measuring 1.98 acres of Land, all in Mouza – Siriti, District-South 24-Parganas.
- E. Sri Sri Madan Mohan Jew Thakur also got his name mutated in respect of the aforesaid property in the records of the Kolkata Municipal Corporation and the property has since been known as Municipal Premises No.214, Raja Ram Mohan Roy Road, Police Station Thakurpukur now Haridevpur, Kolkata 700008, under Ward No.122.
- F. The said Sudhir Kumar Samanta, being the then Shebait of the said Sri Sri Madan Mohan Jew Thakur, filed one Application before the Learned District Judge, South 24 Parganas, at Alipore, being Misc. Case No.19 of 1986, praying for permission to grant a long term lease in respect of a portion of the said 1.98 acres of land whereupon the Learned District Judge vide his order dated 13th June, 1986, was pleased to dispose of the Misc. Case No.19 of 1986 by passing an order to the effect that no permission of the Court was necessary, since by the said Arpannama only a private debuttar had been created by the Settlor, and that for the benefit and welfare of the deity, the Shebait was at liberty to deal with the property in the manner that might suit the object of the trust of Arpannama. In view of such order, some portions out of the said 1.98 acres of land of the said Sri Sri Madan Mohan Jew Thakur were sold and /or leased and/or agreed to be sold by the Shebait.
- G. The said Sudhir Kumar Samanta, being the then Shebait of the said Sri Sri

Madan Mohan Jew Thakur, by virtue of the relevant provision in the said Arpannama, executed a Deed of Appointment of Shebait on 30th July, 1986 and registered at the office of Additional District Sub Registrar at Behala and entered in Book No.IV, Volume No.2, page No.89 to 96, Being No.61 for the year 1986, thereby appointing Ajit Kumar Samanta, son of Late Behari Lal Samanta the next Shebait inter alia, on terms and conditions contained therein.

- H. After becoming the Shebait of the said Sri Sri Madan Mohan Jew Thakur by virtue of the aforesaid Deed of Appointment, the erstwhile Shebait viz. Late Sri Ajit Kumar Samanta had been regularly performing the *dev seva* and all the rituals in respect of the tradition of *seva puja* of the deity, Sri Sri Madan Mohan Jew Thakur, since the time of death of Sudhir Kumar Samanta.
- I. By an Agreement dated 15th June, 2012 executed between the said Sri Sri Madan Mohan Jew Thakur through his Shebait Ajit Kumar Samanta and Pratham Suppliers Private Limited, the said Sri Sri Madan Mohan Jew Thakur in light of the order of the Learned District Judge of Alipore passed in Misc. Case No.19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 6 Cottahs 6 Chittacks 29 Sq.Ft., be the same a little more or less, whereupon 100 Sq.Ft. brick wall tile roofing structure standing thereon, lying and situated in Dag No.407, under C.S. and R.S. Khatian No.355 of Mouza Siriti, Collectorate Touzi Nos.35, 177, and 411, R.S. No.186, J.L. No.11, Pargana-Magura, at and being part of Municipal Premises No.214, Raja Ram Mohan Roy Road, Post Office Barisha, Police Station Haridevpur (Previously Thakurpukur), Kolkata 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.122, at and for a lump sum consideration as morefully mentioned therein.
- J. By another Agreement dated 15th June, 2012 executed between the said Sri Sri Madan Mohan Jew Thakur through his Shebait Ajit Kumar Samanta and Pratham Suppliers Private Limited, the said Sri Sri Madan Mohan Jew Thakur in light of the order of the Learned District Judge of Alipore passed in Misc. Case No.19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 7 Cottahs 6 Chittacks 18 Sq.Ft., be the same a little more or less, whereupon 100 Sq.Ft. brick wall tile roofing structure standing thereon, lying and situated in Dag No.407, under C.S. and R.S. Khatian No.355 of Mouza Siriti, Collectorate Touzi Nos.35, 177, and 411, R.S. No.186, J.L. No.11, Pargana-Magura, at and being part of Municipal Premises No.214, Raja Ram Mohan Roy Road, Post Office Barisha, Police Station Haridevpur (Previously Thakurpukur), Kolkata 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.122, at and for a lump sum consideration as morefully mentioned therein.
- K. By another Agreement dated 15th June, 2012 executed between the said Sri Sri Madan Mohan Jew Thakur through his Shebait Ajit Kumar Samanta and Utsha Mines & Mineral Pvt. Ltd., the said Sri Sri Madan Mohan Jew Thakur in light of the order of the Learned District Judge of Alipore passed in Misc. Case No.19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 5 Cottahs 12 Chittacks 30 Sq.Ft., be the

same a little more or less, whereupon 100 Sq.Ft. brick wall tile roofing structure standing thereon, lying and situated in Dag Nos.391 and 407, under C.S. and R.S. Khatian No.355 of Mouza Siriti, Collectorate Touzi Nos.35, 177, and 111, R.S. No.186, J.L. No.11, Pargana-Magura, at and being part of Municipal Premises No.214, Raja Ram Mohan Roy Road, Post Office Barisha, Police Station Haridevpur (Previously Thakurpukur), Kolkata 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.122, at and for a lump sum consideration as morefully mentioned therein.

- L. By another Agreement dated 15th June, 2012 executed between the said Sri Sri Madan Mohan Jew Thakur through his Shebait Ajit Kumar Samanta and Sri Kalyan Sarkar, the said Sri Sri Madan Mohan Jew Thakur in light of the order of the Learned District Judge of Alipore passed in Misc. Case No.19 of 1986 agreed to sell, convey and/or transfer all that piece and parcel of Bastu Land measuring 6 Cottahs 9 Chittacks 8 Sq.Ft., be the same a little more or less, whereupon 100 Sq.Ft. brick wall tile roofing structure standing thereon, lying and situated in Dag No.407, under C.S. and R.S. Khatian No.355 of Mouza Siriti, Collectorate Touzi Nos.35, 177, and 411, R.S. No.186, J.L. No.11, Pargana-Magura, at and being part of Municipal Premises No.214, Raja Ram Mohan Roy Road, Post Office Barisha, Police Station Haridevpur (Previously Thakurpukur), Kolkata 700008, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.122, at and for a lump sum consideration as morefully mentioned therein.
- M. The said Ajit Kumar Samanta, being the then Shebait filed an application before the Learned District Judge, South 24 Parganas at Alipore, being Misc. Case No. 403 of 2012, praying for permission to, inter alia, develop the aforesaid Premises being land measuring 2 Bighas 19 Cottahs 15 Chittacks and 25 Square Feet, be the same or a little more or less and ALL THAT piece and parcel of Bastu land measuring 26 (twenty six) Cottahs 2(two) Chittacks and 40 (forty) Square Feet, be the same or a little more less, whereupon structure standing thereon, lying and situated in Dag Nos. 391, 407, 409 & 410 under C.S. & R.S. Khatian No. 355 of Mouza- Siriti, Collectorate Touzi Nos. 35, 177 & 411, R.S. No. 186, JL. No. 11, 24 Parganas - South, at and being part of Municipal Premises No. 214, Raja Ram Mohan Roy Road, Police Station-Thakurpukur now Haridevpur, Kolkata- 700008, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 122, through M/s Pratham Suppliers Private Limited, M/s Utsha Mines & Minerals Private Limited and Mr. Kalyan Sarkar and praying for permission to sell and/or develop the said Premises. The said application was disposed off by the Learned District Judge by passing an Order dated 18th January, 2013 recording that the Shebait has the right to lease, sell, develop and deal with the properties for the betterment of the Trust created by the Settlor. The said application was amended for incorporating an omission and such amendment was also duly allowed by an Order dated 21st March, 2013.
- N. In the meantime, the parties took appropriate steps for mutation of the name of the Owner in respect of the said Premises.

- O. The Kolkata Municipal Corporation built a road and a park and by reason thereof the property owned by the said Sri Sri Madan Mohan Jew Thakur was separated into two plots out of which ALL THAT piece and parcel of land measuring 26 (twenty six) Cottahs 2 (two) Chittaks 40 (forty) Square Feet, be the same or a little more or less, whereupon structure standing thereon, lying and situate in Dag Nos. 391, 407, 409 & 410 under C.S. & R.S. Khatian No. 355 of Mouza Siriti, at and being Part of Municipal Premises No. 214 Raja Ram Mohan Roy Road, subsequently renumbered and known as KMC Premises No. 214F. Raja Ram Mohan Roy Road, Police Station Haridevpur (previously Thakurpukur), Kolkata-700008, within the territorial limits of the Kolkata Municipal Corporation under its Ward No. 122, under Assessee No. 41-122-10-0214-7 has specifically described in the SCHEDULE hereunder and hereinafter referred to as the "Said Premises".
- P. That due to old age ailment, the said Ajit Kumar Samanta felt inconvenient to perform daily seva puja and activities as shebait including maintenance and management of the Trust property thereby, wanted to relinquish his duty as Shebait and finding no other alternative, subsequently the Ajit Kumar Samanta, by Indenture of Declaration dated 16.11.2011 appointed his son Sri Dippaman Samanta as next Shebait for the Deity for performance of Seva Puja and all other activities mentioned therein. The said Indenture of Declaration was registered at the Office of Additional District Sub Registrar at Behala and entered in Book No. IV, CD Volume No. 3, Page Nos. 330 to 342, Being No. 00970 for the year 2011. Thus, Sri. Dippaman Samanta then became Shebait of the said Sri Sri Madan Mohan Jew Thakur.
- Q. That the said Ajit Kumar Samanta died on 12.10.2016 and after the demise of Ajit Kumar Samanta, the Shri Dippaman Samanta is acting as a sole shebait of Sri Sri Madan Mohan Jew Thakur and performing daily Seva Puja and rituals.
- R. The said M/s Pratham Suppliers Private Limited, M/s Utsha Mines & Minerals Private Limited and Mr. Kalyan Sarkar had decided and declared to assign all the right, title and interest and benefits under the said Agreements for Sale all dated 15.06.2012 (hereinafter referred to as the "Agreement for Sale"), in respect of the said Premises to the intending buyer and buyers with the consent and approval of the said Sri Sri Madan Mohan Jew Thakur.
- S. The said M/s Pratham Suppliers Private Limited, M/s Utsha Mines & Minerals Private Limited and Mr. Kalyan Sarkar nominated M/s. BNBK Developer LLP to assign the right, title, interest and benefit under the Agreements for Sale dated 15.6.2012 in respect of the said Premises.
- T. By a Deed of Conveyance dated 26th May, 2022 made between Sri Sri Madan Mohan Jew Thakur, therein referred to as the Vendor, M/s. BNBK Developer LLP, the Owner herein, therein referred to as the Purchaser, Pratham Suppliers Private Limited, therein referred to as the First Confirming Party, Utsha Mines & Minerals Private Limited, therein referred to as the Second Confirming Party and Kalyan Sarkar, therein referred to as the Third Confirming Party, registered in the office of the District Sub Registrar-IV,

South 24 Parganas, West Bengal and recorded in Book No.I, Volume No.1604-2022, Page from 184603 to 184644, being No.160405662 for the year 2022, the said Sri Sri Madan Mohan Jew Thakur sold, conveyed, assigned and assured the said Premises unto and infavour of the said Owner herein, who thereafter have become sole and absolute owner of the Said Premises without any encumbrances thereof.

- U. The Owner got its name mutated in the records of Kolkata Municipal Corporation vide Assessee No._____ and regularly paying its applicable taxes.
- V. The Owner being desirous for development and commercial exploitation of the said Premises applied for sanction plan and obtained final sanctioned plan being no._____, dated _____ and shall include all subsequent sanctions, additions/alterations made from time to time, specifications and approvals for the Project and also for the apartment from Kolkata Municipal Corporation on the said Premises.
- W. The Owner had registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under Registration No. _____;
- X. The Purchaser, being desirous of purchasing an Apartment in the Project, applied to the Owner vide prescribed Application form No._____, dated _____ (“Application Form”) and has been allotted by the Owner an Apartment being Unit No. ____, having carpet area of ____ Sq. Ft., type ____ BHK, with Exclusive balcony area of ____ Sq. Ft., chargeable/super built-up area being ____ Sq. Ft. be the same a little more or less on the ____ Floor of the Block No.____ of the Project to be known as “_____” situated within the said Project on the said Premises together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in Schedule–E, of the said project ‘_____’ at Premises No. 214F, Raja Ram Mohan Roy Road, Police Station - Haridevpur, Post Office Barisha, Kolkata – 700 008, hereinafter referred to as the “Said Apartment” and morefully and particularly described in the **Schedule “B”** hereunder written and the floor plan of the Apartment are annexed hereto and marked as **Schedule “C”** and having the specifications mentioned in the **Schedule “D”** herein.
- Y. Subsequently, by an Agreement to Sale dated _____ (“ATS”) among the Owner and the Purchaser whereby the Owner agreed to transfer and the Purchaser agreed to purchase the said Apartment subject to the terms and conditions contained in the said ATS, which terms and conditions, for all purposes and unless repugnant to the context, shall from part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- Z. The Purchaser has from time to time has paid in full as stipulated in the ATS.

AA. The Owner since has completed construction of the said Apartment pursuant to the Sanctioned plan and applied for Completion Certificate which yet to be received by the Owner and whereupon the Owner has delivered possession of the said Apartment and has intimated the Purchaser about its intention of executing this Deed.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. DEFINITIONS

In this Deed, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

“Applicable Law” shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of the Agreement or thereafter;

“Association” shall mean an Association under the West Bengal Apartment Ownership Act, 1972 or as per applicable laws;

“Common Areas, Amenities & Facilities” shall mean the areas, amenities and facilities of the Project specified in **Schedule “F”** herein;

“Common Expenses” shall include all expenses for the management, maintenance and upkeep of the Project as indicated in **Schedule “G”** hereto and shall be proportionately payable periodically as Maintenance Charges by all Unit Owners including the Purchaser;

“Common Purposes” shall include the purpose of managing and maintaining the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;

“Maintenance Agency” shall mean initially the Owner or any entity/agency appointed by the Owner for the maintenance and shall ultimately mean the Association formed in terms of this Deed;

“Unit Owners” shall according to the context, mean all purchasers and/or intending purchasers of different Apartments for residential purpose in the Project;

Pro-rata/Proportionate Share” shall mean the proportion in which the net area of the said Apartment may bear to net area of all the Apartments in the Tower/s.

2. CONVEYANCE AND TRANSFER

2.1 In consideration of the payment mentioned in **Schedule "E"**, the Owner and the Owner:

(A) hereby sells conveys and/or transfer, absolutely and forever, to the Purchaser the said Unit No. ____, having carpet area of ____ Sq. Ft., type __ BHK, with Exclusive balcony area of ____ Sq. Ft., chargeable/super built-up area being ____ Sq. Ft. be the same a little more or less on the ____ Floor of the Block No. ____ of the Project to be known as "_____" situated within the said Project '_____' at Premises No. 214F, Raja Ram Mohan Roy Road, Police Station - Haridevpur, Post Office Barisha, Kolkata – 700 008 (**said Apartment**);

(B) hereby grants a perpetual and non-exclusive:

(i) right to use and enjoy the Common Areas in common with all the other Unit Owners (it is clarified that the Common Areas shall be sold and transferred to the Association of Unit Owners by the Owner as and when the completion certificate is obtained for the Project); and

free from all encumbrances, trusts, liens and attachments whatsoever and all benefits and rights hereby granted to the Purchaser, subject further to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Purchaser paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Common Areas.

2.2 AND it is hereby expressly agreed and made clear that the consideration for the said Apartment paid by the Purchaser to the Owner includes cost of construction of pro rata share in the common areas as defined under the Real Estate (Regulation and Development) Act, 2016. However, upon formation of the Association and after obtaining Completion Certificate of the entire Project and if the provisions of Section 17 or any other provision of the said Act of 2016 or any other law so specifically demands, then in such an event the Common Areas shall be handed over by the Owner to the Association and/or shall be conveyed by the Owner to the Association and all costs and charges including stamp duty and registration fees payable on such conveyance/transfer shall be borne and paid by all the Apartment Acquirers including the Purchaser herein or the Association.

2.3 The term "**the said Apartment**" wherever used in this Deed shall include all the properties and rights mentioned in Clause 2.1 hereinabove which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

2.4 The right of the Purchaser shall be restricted to the said Apartment together with the right to use the common areas and the Purchaser shall have no right,

title or interest whatsoever in respect of the other Units and garage in the Project.

- 2.5 In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Owner shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 2.6 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights under and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the Owner.
- 2.7 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the said Apartment hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the Owner.
- 2.8 The sale of the said Apartment is together with and subject to the terms, conditions, covenants, restrictions, stipulations, obligations etc., pertaining the use and enjoyment of the common areas and common expenses of the project are contained in House Rules specified in **Schedule H** hereto which shall be running with the said Apartment in perpetuity.

3. COVENANTS OF THE OWNER

- 3.1 The Owner hereby covenants with the Purchaser that it:
 - (a) has the right to sell, transfer and convey the said Apartment to the Purchaser free from all encumbrances;
 - (b) shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment to unto and in favour of the Purchaser.
- 3.2 The Owner hereby covenants with the Purchaser that the Owner is seized and possessed of the said Premises and lawfully entitled to develop the Project and to transfer its rights in respect of the said Apartment.
- 3.3 The Owner hereby further covenants with the Purchaser that the Owner has received payments as mentioned in **Schedule-E** and acknowledges the receipt thereof in the Memo of consideration hereunder.

3.4 The Owner hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including House Rules in **Schedule H** and **Schedule I** peaceably own, hold and enjoy the said Apartment.

4. COVENANTS OF THE PURCHASER

4.1 The Purchaser agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Agreement of Sale (as if they were incorporated in these presents) and in this Deed and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;
- (b) The Purchaser shall pay wholly in respect of the said Apartment and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the said Apartment and/or relating to this Deed of Conveyance without raising any objection thereto, within 15(fifteen) days of demand being made and the Owner shall not be liable for the same under any circumstances;
- (c) Regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment and ensure that those to the other Unit Owners are not adversely affected by any acts or defaults of the Purchaser;
- (d) Not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the transfer, sale or disposal of any other unit or apartment in the Project;
- (e) Not question the quantum or apportionment of the Common Expenses mentioned in **Schedule G (Common Expenses)** or the basis thereof;
- (f) Not object to the User of the Common Areas (mentioned in **Schedule-F**) by the other Unit Owners;
- (g) Comply with and honour the House rules mentioned in **Schedule-H**;

- (h) Get the said Apartment mutated in his/her/their name and/or separately assessed by the Corporation/Municipality; and
- (i) Pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- (j) Pay all future betterment/development charges, etc. relating to the said Apartment and/or the Common Areas.

4.2 It has been agreed by the parties that the Association(s) of all the Purchasers of the Project shall be formed as and when the Project is completed in its entirety and the association shall own all common areas, amenities and facilities of the Project together with all easements, rights and appurtenances belonging thereto. The Purchaser acknowledges that all blocks shall form the project and shall share all amenities, facilities, common areas and common portion in common with each of the Purchasers/Unit Holders of each Block and there shall be no bar or restriction in the use of amenities, facilities, common areas and common portions in any of the Blocks.

4.3 The common areas of Project as detailed in **Schedule "F"** will be made available to the Purchaser and for the enjoyment and maintenance of the common areas and facilities of the Project, the Purchaser shall be liable to remit per month the proportionate Maintenance Charges of such area and facilities which are been made available to the Purchaser and such Maintenance Charges shall be as may be fixed by the Owner.

4.4 The Purchaser hereby acknowledges that it is his/her/their obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of their Apartment for the period commencing from as stipulated and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Owner and/or their respective successors and/or successors save harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

5. **POSSESSION:**

At or before the execution of this Deed, the Purchaser herein confirms that they have independently satisfied themselves about the right, title and interest of the Owner in the Property, the Plans and the constructions, including the quality and specifications thereof, the net area of the said Apartment, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Buildings, the Common Areas and the said Apartment and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and

registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Owner to the Purchaser, which the Purchaser admits, acknowledges and accepts.

6. Defect Liability:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Owner as per the Agreement relating to such development is brought to the notice of the Owner within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Owner to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner's failure to rectify such defects within such time the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Owner shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Owner.

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

SCHEDULE "A"
(Said Property)

ALL THAT piece and parcel of land measuring 26 (twenty six) Cottahs 2 (two) Chittacks 40 (forty) Sq.Ft., be the same a little more or less, whereupon brick wall asbestos roofing structure standing thereon measuring covered area of lying and situate in Dag Nos.391, 407, 409 and 410 under C.S. and R.S. Khatian No.355 of Mouza Siriti, Collectorate Touzi Nos.35, 177 and 411, R.S. No.186, J.L. No.11, 24 Parganas (South), at and being Municipal Premises No.214F, Raja Ram Mohan Roy Road, Police Station Haridevpur (Previously Thakurpukur), Kolkata 700008, within the territorial limits of the Kolkata Municipal Corporation under its Ward No.122, District South 24 Parganas together with all right of easements, facilities and amenities annexed thereto, which is butted and bounded:-

On The North by : Premises No. 214E, Raja Ram Mohan Roy Road;

On The South by : Premises No. 205C, Raja Ram Mohan Roy Road;

On The East by : Raja Ram Mohan Roy Road;

On The West by : Passage.

SCHEDULE “B”
(Said Apartment)

All That the Apartment No. _____, containing a carpet area of _____ Sq. Ft., type __ **BHK**, with Exclusive balcony area of _____ Sq. Ft., chargeable area being _____ Sq. Ft. be the same a little more or less on the ___ Floor of the Block No. ___ of the Project to be known as “_____” together with right to park _____ car at the **Open/Covered** (dependent/independent) parking space in the ground floor level situated within the said Project on the said Premises together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in **Schedule–E**, of the said project ‘_____’ at Premises No.214F, Raja Ram Mohan Roy Road, Police Station- Haridevpur, P.O.Barisha, Kolkata – 700 008.

SCHEDULE “C”

[Plan of the said Apartment]
[Attached as separate sheet]

SCHEDULE “D”
(Specifications)

FOUNDATION AND STRUCTURE

RCC frames structure with pile foundation.

WALL FINISH

Gypsum plaster for extra finish.

FLOORING

Vitrified tiles in bedrooms, living & dining room.

Skirting of same as floor.

DOOR AND WINDOWS

Door frame : made of wood
Main door : polished /painted solid core flush doors
Main door fittings : Reputed make with latch & eyepiece
Internal Door : Painted flush doors with hardware fittings
Windows : Fully glazed anodized/power coated aluminium/UPVC with glass panes.

KITCHEN

Granite Counter top.
Dado of ceramic tiles up to 2 feet above kitchen counter.
Stainless Steel Sink.
Exhaust fan Point.
Flooring: Anti-Skid ceramic tiles.

TOILET

Flooring: Anti-Skid ceramic tiles.
Toilet walls: Ceramic tiles on the walls.
Sanitary ware of reputed make.
CP fittings of reputed make.
Electrical point for geyser & exhaust fan.
Provision for hot/cold water line.

ELECTRICALS

Concealed copper wiring of reputed brands.
Telephone and/or Internet wiring in living or dining area.
Electrical points in all bedrooms, living, dining, kitchen & toilets.
Modular switches and MCB of reputed brands.
DTH/Cable TV cabling in all bedrooms and living room.

ELEVATORS

Modern automatic lifts of reputed brand with well decorated lift cage.

COMMON LIGHTING

Overhead illumination for compound and street lighting.
Necessary illumination in all lobbies, Staircases and common areas.

COMMON AREAS

Well-designed common lobbies.
Sufficient power back up facilities.
Designer lobby with premium tiles/marble finish flooring.

STAIRCASE

Flooring Marble/Kota stones.

SECURITY & FIRE PREVENTION

Video door phone and intercom facility in each unit.
CCTV surveillance in the complex.
Fire fighting systems as per recommendation of The Fire & Emergency. Services, Govt. of West Bengal (As per Provisional NOC).

EMERGENCY EVACUATION SERVICES:

Fire refuge area will be made on 6th floor of the building and premise will be well connected with the K.M.C. Black Top Road on North side of the building.

WATER SUPPLY

24 hours water supply. KMC Drinking water connection will be in Kitchen.

GENERATOR

Provision for standby supply in every unit.

SCHEDULE "E"

(Payments)

- (i) The Total Consideration of Apartment as provided in the Agreement for Sale dated _____ is **Rs.**_____/-
(_____) ("Total Consideration of the Apartment").
- (ii) The Purchaser has fully paid all applicable taxes (GST and/or Service Tax) in respect of the Said Apartment ("Total Tax").

SCHEDULE "F"

(Common Areas, Amenities & Facilities)

A: Areas: (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lift & Stair Lobbies and Staircases, (c) The Open Roof and/or Terrace on the Top floor of the New Building/s, (d) Stair Head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the Project (g) Children Play Area (h) Common Toilet on the ground floor, (i) Durwan /Guard/Caretaker's Room, (j) Electrical Meter Room (k) Community Hall (l) Residents' Club if any and other areas provided for common use of all the residents of the project.

Water, Drainage and Plumbing: (a) UGR/OHT (b) All pipes and fittings for water supply (save those inside any Flat,) (d) Deep Tube Well, (e) Water Treatment Plant (f) all the pipes and fittings provided for sewage and drainage line including connection to the KMC main drain.

Fire Fighting System: All the pipes, valves and fittings, pumps and other equipment provided for fire fighting.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, backup power to each unit (s) Intercom /CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as may be provided in the project, which are not included in the above said schedule for common use and enjoyment.

B: Amenities & Features

- Children's Play Area
- Community Hall
- Indoor Games Room
- Gymnasium
- Swimming Pool
- Multi activities on terrace

SCHEDULE "G"
(Common Expenses)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property 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 Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all Such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing alt 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 private road in good repair and clean and tidy and edged where necessary and clearing the driveway when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the properly as may be necessary keeping cleaned the common parts and halls passages landing and staircases and all other common parts of the building.
9. Cleaning necessary of the areas forming part of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed

upon or payable in respect of the Building(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual Purchaser(s) / occupiers of the Project.

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 any individual Purchaser/occupier of Project.
15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
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 thereunder relating to the Project.
18. Insurance of fire fighting appliances and other equipment for Common use and maintenance renewal and insurance of the common television aerials and such other equipment as the 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 in the Project.
21. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
23. The Purchaser (s) under the scope of these presents undertakes to reimburse and /or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Purchaser(s) herein in respect of his unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Purchaser makes a default in making

such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Purchaser(s) herein over and above the monthly maintenance charges.

SCHEDULE 'H'
(House rules)

The Purchaser(s) binds themselves and covenant to abide by the following rules, regulations and restrictions:

1. To use the Said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Owner first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Unit or any activity which may cause nuisance or annoyance to the Co-owners.
2. That unless the right of parking is expressly granted, the Purchaser(s) shall not park any motor car, tow wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.
3. In case the Purchaser(s) has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - i) The Purchaser(s) shall pay the Parking Facility Maintenance Charges punctually and without any delay default.
 - ii) The Purchaser(s) shall not park any motor car, two-wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - iii) The Purchaser(s) shall use the Parking Facility, only for the purposes of parking of his medium sized motor car that could comfortably fit in the allotted parking spaces and/or two-wheeler as the case may be.
 - iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep or servants, drivers or any person whosoever.
 - v) The Purchaser(s) shall not park any vehicle of any description anywhere

within the Project save only at the place, if agreed to be granted to him.

- vi) The Purchaser(s) shall not grant transfer let out or part with the Parking Facility independent of the Said Unit nor vice versa, with the only exception being that the Purchaser(s) may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - vii) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
 - viii) Any use of the Mechanical Parking System by the Purchaser(s) Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Owner and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
4. In case the facilities pertaining to Play Area, gym and Plunge pool as if available and provided the Purchaser(s) binds himself and agrees as follows: -
- i) The said facilities may be used by the Purchaser(s) and its family members residing at the Said Unit in common with other persons who may be permitted by the Maintenance-in-Charge. In case any visitor or guest of the Purchaser(s) desires to avail such facilities, the Purchaser(s) shall obtain a written consent from the Maintenance In-Charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.
 - ii) The Purchaser(s) shall comply with all rules and regulations as framed by the Maintenance In-Charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be done by the Purchaser(s) using due care and caution and the role of the Owner shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Purchaser(s) shall not hold the Owner liable in any manner for any accident or damage while enjoying any such facilities by the Purchaser(s) or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser(s) shall also be liable to pay the separate additional charges as prescribed by the Owner or the Maintenance In-Charge from time to time for use of the Community Hall

for hosting his private functions or ceremonies, if permitted by the Owner or the Maintenance In-Charge in writing and the Owner or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.

5. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Purchaser(s) using due care and caution and the role of the Owner shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser(s) shall not hold the Owners or the Owner liable in any manner for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Purchaser(s) or his family members or any other persons. In doing and carrying out the said fit out works, the Purchaser(s) shall be obliged to adhere to the following:
6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage there from or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Said Unit PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchaser(s) to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the Said Unit save that the Purchaser(s) shall have the right install window/split air-conditioners at the place/s provided therefore in the said Apartment.
9. To apply for and obtain at his own costs separate assessment and mutation of the Said Unit in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Said Unit nor to commit or permit to be committed any form of alteration or changes in the Said Unit or in the beams, columns, pillars of the Said Buildings passing through the Said Unit or the common areas for the purpose of making changing or repairing the concealed

wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.

11. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Owner or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Owner or the Association may affect the elevation in respect of the exterior walls of the buildings.
12. In case any Open Terrace be attached to any Said Unit then the same shall be a right appurtenant to such Said Unit and the right of use and enjoyment thereof shall always travel with such Said Unit and the following rules terms conditions and covenants shall be applicable on the Purchaser(s) thereof in relation thereto.
 - i) The Purchaser(s) thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Said Unit owned by such Purchaser(s) in the said buildings).
 - ii) The Purchaser(s) thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including Shamianas, etc.
 - iii) The Purchaser(s) thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
13. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
14. Not to install or keep or operate any generator in the Said Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in

which the Said Unit is situate or in any other common areas of the Said Building or the said Land save the battery-operated inverter inside the said Apartment.

15. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
16. To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Said Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particulars and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser(s) or his Agents to sleep or squat in the common passage/lobby/terrace/ corridors/loft room/garden etc.
18. No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
19. To allow the Maintenance In-Charge and its authorized representatives with or without workmen to enter into and upon the Said Unit at all reasonable times for construction and completion of the Said Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Said Unit within seven days of giving of a notice in writing by the Maintenance In-Charge to the Purchaser(s) there about.
20. To use the Common Areas only to the extent required for ingress to and egress from the Said Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owner and the Owner and all other persons entitled thereto.
21. To install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Said Unit free from all hazards relating to fire.

22. To keep the Said Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and conditions so as to support shelter and protect the other units/parts of the Said Buildings and not to do or cause to be done anything in or around the Said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment.
23. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Said Building or may cause any increase in the premium payable in respect thereof.
24. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Said Unit and any other Unit in or portion of the Project.
25. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.
26. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waster therein or in the Common Areas and the said Land.
27. To maintain at his own costs, the Said Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control Authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Said Unit as well as the user operation and maintenance of lifts, generators tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
28. Not to alter the outer elevation or façade or color scheme of the Said Buildings (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the

place and in the manner as specified by the Owner as aforesaid nor decorate nor affix any neon-sign, sign board or other things on the exterior of the Said Building otherwise than in the manner agreed by the Maintenance In-Charge in writing or in the manner as near as may be in which it was previously decorated.

29. Not to install grills the design of which have not been suggested or approved by the Owner or the Architects. It may be installed by Owner at the cost of the purchaser.
30. Not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
31. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas, etc.
32. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna, on any space not demarcated by the Owner.
33. Not to use the Said Unit or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
34. To allow and permit the Owner the following rights and authorities: -
 - i) The Owner shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Owner in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting upon telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services there from by the Owners/ suppliers/service provider) against applicable charges and terms and conditions there for. The Owner shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring, charges etc., is receivable from any such Owners/ suppliers/providers then any surplus arising upon excluding all costs, charges, and expenses and all statutory taxes, levies, cess and

outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

35. The Purchaser(s) binds themselves and covenant to bear and pay and discharge the following expenses and outgoings: -

- i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the Said Unit and Appurtenances directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the Said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Land.
- ii) All other taxes land revenues, impositions, levies, cess and outgoings, betterment fees development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Said Unit or the Appurtenances or the Building or the said Land and whether demanded from or payable by the Purchaser(s) or the Maintenance In-Charge and the same shall be paid by the Purchaser(s) wholly in case the same relates to the Said Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.
- iii) Electricity charges for electricity consumed in or relating to the Said Unit and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective units, the Owner and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-owners shall pay electricity charges to the Maintenance In-Charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-Charge shall be liable to pay the same to the concerned service provider.
- iv) Charges for water, and other utilities consumed by the Purchaser(s) and/or attributable or relatable to the Said Unit and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-Charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Said Unit and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-Charge or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses to the Maintenance In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser(s) shall pay to the Maintenance In-Charge, recurring monthly maintenance charges calculated @ Rs.2/- (Rupees Two) only per Square foot per month of the Maintenance Chargeable Area (as mentioned in Clause 26 of Schedule "G" mentioned hereinabove) of the Said Unit and balcony/verandah/ open terrace. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-Charge at its sole and absolute discretion after taking into consideration the common services provided.
- vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built-up area of the respective units from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Co-owners, proportionately to the Owner the appropriate authorities as the case may be.
- vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser(s) in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

All payments to be made by the Purchaser(s) shall, in case the same be monthly payments, be made to the Maintenance In-Charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-Charge leaving its bill for the same at the above address of the Purchaser(s) or in the letter box earmarked for the Said Unit Provided That any amount payable by the Purchaser(s) directly to any authority shall always be paid by the Purchaser(s) within the stipulated due date in respect thereof and the Purchaser(s) shall bear and pay the same accordingly and without any delay, demur or default.

The liability of the Purchaser(s) to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser(s) to take possession.

In the event of the Purchaser(s) failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser(s) under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser(s) hereunder, the Purchaser(s) shall be liable to pay to the Maintenance In-Charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Purchaser(s) and his employees customers agents tenants or licensees and/or the Said Apartment.

The Purchaser(s) shall be and remain responsible for and to indemnify the Owners, the Owner and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser(s) and shall also indemnify the Owners and the Owner against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Owner as a result of any act omission or negligence of the Purchaser(s) or the servants agents licensees or invitees of the Purchaser(s) and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser(s).

The amount mentioned in clause 35(v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Purchaser(s) shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser(s) irrespective of whether or not the Purchaser(s) uses or is entitled to or is above to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for nonpayment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser(s).

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

SIGNED SEALED AND ELIVERED by the **OWNER** at Kolkata in the presence of:

1.

(OWNER)

2.

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

1.

(PURCHASER)

2.

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED from the within-named Purchaser the within-mentioned sum of
Rs. _____/- Rupees _____ Only)
being the consideration in full payable under these presents.

(OWNER)

WITNESSES:

1.

2.