

- 1. Date: day of May 2023**
- 2. Nature of document: Deed of Conveyance**
- 3. Parties:**

3.1 Owner/Vendor:

(1) **MRS. CECILIA MARGARET D CRUZ**, having **PAN: AGFPD8288G**, **AADHAAR NO: 279051813169**, **M: 9748564807**, wife of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Housewife, residing at 14, New Shibrampur, Greenfield City, Tower No.17, Flat No.3C Kolkata-700141 under Post Office and Police Station Sarsuna, (2) **MRS. ROSALIND D CRUZ**, having **PAN: AHLPD2561R**, **AADHAAR NO: 846178401480**, **M: 6289039486**, daughter of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Service, residing at Diamond City West being Premises No.18 Ho Chi Minh Sarani, Tower No.5, Flat No.1C Kolkata-700061 under Post Office and Police Station Sarsuna, (3) **MRS. CABRINI BAGWALLA**, having **PAN: AEGPD6709K**, **AADHAAR NO: 408141012169**, **M: 9830262399**, daughter of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Service, residing at Sugam Habitat, Tower 1, Flat 1B, 158A Picnic Garden Road Kolkata-700039 under Post Office and Police Station Tiljala and (4) **MR. ANGELO ROBERT D CRUZ**, having **PAN: AJRPD6057E**, **AADHAAR NO: 915021964057**, **M: 9830160156**, son of Late Augustine Robert D Cruz, by faith-Christian, by occupation-Service, residing at 14, New Shibrampur, Greenfield City, Tower No.81, Flat No.2B Kolkata-700141 under Post Office and Police Station Sarsuna acting through their Constituted Attorney, **SYED ABRAR IMAM** having **PAN: AAHPI8261L**, **AADHAAR NO: 674402357855**, **M: 9831049016**, son of Late Syed Mohammad Nemet Imam, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. 72 Tiljala Road, Block 5, Flat 4A, Kolkata-700046 under Post Office Gobinda Khatick & Police Station Beniapukur, appointed vide Development Power of Attorney dated 25th March 2019 registered in the Office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume No. 1904-2019, Page from 176528 to 176555 Being No. 190403701 for the year 2019, hereinafter collectively called and referred to as the **“OWNER/VENDOR”** of the **FIRST PART** ;

3.2 Allottee/Purchaser:

1. _____, (**PAN-**_____), (**AADHAAR NO-**_____), son/daughter/wife of _____ aged _____

about _____ years, by faith _____, by occupation _____,
being Citizen of India and residing at
_____ under Post Office
_____ and Police Station _____ and **2.**
_____, (**PAN-_____**), (**AADHAAR NO-**
_____), son/daughter/wife of _____ aged
about _____ years, by faith _____, by occupation _____,
being Citizen of India and residing at
_____ under Post Office
_____ and Police Station _____ hereinafter
collectively called and referred to as the "**ALLOTTEE/PURCHASER**" of the **SECOND**
PART

3.3 Promoter/Developer/Confirming Party:

A T K REALTORS LLP, having **PAN: ABKFA4829J**, a Limited Liability Partnership firm constituted under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at Premises No. 63 Rafi Ahmed Kidwai Road Kolkata-700016 under Post Office & Police Station Park Street represented by its designated partner **SYED ABRAR IMAM** having **PAN: AAHPI8261L**, **AADHAAR NO: 674402357855**, **M: 9831049016**, son of Late Syed Mohammad Nemet Imam, by faith Islam, by occupation Business, being Citizen of India and residing at Premises No. 72 Tiljala Road, Block 5, Flat 4A, Kolkata-700046 under Post Office Gobinda Khatick & Police Station Beniapur hereinafter called and referred to as the "**PROMOTER/DEVELOPER**" of the **THIRD PART**.

3.4 The term "**Owner/Vendor**" shall, unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, legal representatives and or assigns.

3.5 The term "**Purchaser**" shall mean and include:

- (a) If he/she be an individual; then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.

- (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
 - (c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.
 - (d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
 - (e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.
- 3.6** The term "**Promoter/Developer**" shall, unless repugnant to the context or meaning thereof be deemed to mean and include its legal representatives, successors-in-interest/office, nominees and assigns.

4. Definitions:

The following terms and expressions shall in this Deed have the respective meanings assigned to them herein below, unless the same be contrary to or repugnant to the subject or context.

- 4.1 Act** means the Real Estate (Regulation and Development) Act, 2016 (Act No.16 of 2016 dated 26.3.2016);
- 4.2 Agreed Consideration** shall mean the consideration mentioned in Schedule-F hereto paid by the Purchaser for purchase of the said Flat Unit.
- 4.3 Agreement** shall mean the general terms and conditions of allotment of the said Flat Unit for purchase by the Purchaser.
- 4.4 Architects** shall mean the person as engaged and/or appointed by the Owner/Developer as the Architects for the Building.
- 4.5 Association** shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Owner/Developer and the representatives of the Unit Owners and be formed or incorporated at the instance of the Owner/Developer for the Common Purposes with such rules and regulations as shall be framed by the Owner/Developer.

- 4.6 Building** shall mean the new residential building having ground plus eighteen upper floors and other constructions that have been constructed on the Premises by the Developer in terms of the Plans.
- 4.7 Built-Up Area** in relation to a Flat shall mean the plinth area of that Flat (including the area of bathrooms, balconies and other spaces, if any, appurtenant thereto but excluding the area of the Open Terrace) and also the thickness of the walls (external or internal), the columns and pillars therein, Provided That, if any wall, column or pillar be common between the two Flats, then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each of the Flats.
- 4.8 Carpet Area** means the net usable floor area of the Flat excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah area and exclusive open terrace but includes the area covered by the internal partition walls of the Flats.
- 4.9 Common Expenses** shall include all expenses for the management, maintenance and upkeep of the Building, the Common Portions therein and the Premises and the expenses for Common Purposes of the Unit Owners as indicated in Part IV of Schedule-E hereto and shall be payable proportionately by all Unit Owners including the Purchaser periodically as Maintenance Charges and shall also include the Goods and Service Tax and/or other tax or levy payable in respect of the same.
- 4.10 Common Portions** shall mean the common areas, facilities and installations in the Building and the Premises which are mentioned in Schedule-C hereto and are meant for common use and enjoyment of the Unit Owners.
- 4.11 Common Purposes** shall include the purpose of managing and maintaining the Premises, the Building and in particular the Common Portions, rendition of services in common to the Unit Owners, 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 Flat Units exclusively and the Common Portions in common.

- 4.12 Common Roof Area** shall mean the roof on the 11th Floor along with the Lift Machine Room and the water tank thereon, which only shall form part of the Common Portions. No other portion be treated as common roof.
- 4.13 Corporation** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- 4.14 Date of Access** shall mean the date on which the Purchaser was allowed access to the said Flat for the purpose of Internal Flat Finishing.
- 4.15 Flat Unit** shall mean any Flat and/or other covered space in the Building which is capable of being exclusively owned, used and enjoyed by any Unit Owner, together with the Open Terrace, if any, appurtenant thereto and together with the right to park medium sized car in a Parking Space, if any, appurtenant thereto and together with the undivided, impartible, variable, proportionate share or interest in the Common Portions with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Flat.
- 4.16 Land** shall mean the land measuring about 35 (Thirty Five) more or less excluding the land as gifted to Kolkata Municipal Corporation comprised in the Premises.
- 4.17 Maintenance Agency** shall mean initially the Owner/Developer and shall include any entity/agency appointed by the Owner/Developer for the Common Purposes and shall ultimately mean the Association formed in terms of this Deed.
- 4.18 Maintenance Charges** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency.
- 4.19 Open Terrace** shall mean the open terrace attached and/or appurtenant to any Flat and having access from such Flat only and meant to be owned, used and enjoyed exclusively by the owner of such Flat without any right to make any construction thereon.
- 4.20 Parking Spaces** shall mean the open/covered spaces on the ground floor allotted for parking of medium sized cars including back to back parking if any.
- 4.21 Plan/Plans** shall mean the plans of the Building which have been sanctioned and approved by the Corporation vide Building Permit No. 2021090040 dated 25th

October, 2021 and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications prepared by the Architect(s) and shall also include the variations, modifications, alterations and changes therein, if any, as well as all revisions, renewals and extensions thereof, if any.

- 4.22 Premises** shall mean the Municipal Premises No. 27, Ekbalpore Lane Kolkata-700023, within Police Station Ekbalpore, and more fully described in Schedule-B hereto and containing the Land and the same shall wherever the context permits also include the Building.
- 4.23 Project** shall mean the work of development of the Premises, construction and completion of the Building and marketing and sale of the Units and other rights.
- 4.24 Proportionate** with all its cognate variations shall mean such ratio, the Carpet Area of any Flat be in relation to the Carpet Area of all the Flats in the Building.
- 4.25 Regulations** shall mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- 4.26 Rules** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 (w.e.f 27.7.2021) Notification No, 1-GN-HO-15/1/2021-LAW CELL-Deptt of HO 27th July 2021.
- 4.27 Said Flat** shall mean the Flat together with the Open Terrace, if any, described in **Part-I of the Schedule-G** hereto.
- 4.28 Said Flat Unit** shall mean the said Flat, the said Parking Space if any, the undivided, impartible, variable, proportionate share or interest in the Common Portions with right to use and enjoy the same in common and wherever the context so intends or permits, shall also include the said Undivided Share.
- 4.29 Said Parking Space** shall mean the right to park medium sized car(s) described in **Part-II of the Schedule-G** hereto.
- 4.30 Nomination Agreement** means the Agreement for Nomination in respect of the said Flat Unit if any executed by and between the parties for the purpose of nomination and transfer of the said Flat Unit on the agreed terms as morefully described therein.
- 4.31 Said Undivided Share** shall mean the proportionate, variable, undivided, indivisible and impartible share in the Land comprised in the Premises which is attributable to the said Flat.

- 4.32 Section** shall mean a section of the Act.
- 4.33 Super Built-Up Area** of the said Flat Unit has been arrived at by adding an agreed fixed percentage of _____ % to the Built-up Area of the Said Flat.
- 4.34 The Flat** shall mean any residential flat together with Open Terrace, if any, appurtenant thereto, or any other covered space in the Building, which is capable of being exclusively owned, used and/or enjoyed.
- 4.35 Undivided Share** in relation to a Flat shall mean the proportionate, variable, undivided, indivisible and impartible share in the Land comprised in the Premises that is attributable to the Flat concerned.
- 4.36 Unit Owners** shall according to the context, mean all purchasers and/or intending purchasers of different Flat Units in the Building and shall also include the Owner/Developer (and its transferees) in respect of such Flat Unit(s) which may be retained and/or not alienated and/or not agreed to be alienated by the Owner/Developer.
- 4.37 Masculine Gender** including the pronouns referring thereto shall include the feminine and neuter gender and vice versa.
- 4.38 Singular Number** shall include the plural number and vice versa.

5. Subject Matter of Sale:

Sale on ownership basis of the said Flat Unit (described in **Schedule-G**) at Municipal Premises No. 27, Ekbalpore Lane Kolkata-700023 within Police Station Ekbalpore, described in Schedule-B (Premises) subject to the mutual easements and restrictions mentioned in this Deed including in Schedule-D hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in Clause 7.1, Clause 7.3 and Schedule-E.

6. Background:

- 6.1** The details of the title in respect of the Premises in favor of the Owner is mentioned in Schedule-A (Title).
- 6.2** The Owner/Vendor being desirous to develop the said property for commercial exploitation resolved to develop the said property through a reputed Promoter/Developer company having sound financial and infrastructural competency and credibility in the field of developing of land and/or premises in the city.

6.3 The Owner/Vendor entered into a Joint Venture Development Agreement dated 22nd February 2019 with the Promoter/Developer herein being one of the known high ranking real estate developer and promoter in the city registered in the office of the Additional Registrar of Assurance-IV, Kolkata in Book No. I, Volume No. 1904-2019, Page from 151172 to 151227, Being No. 190403082 for the Year 2019 hereinafter referred to as the “said development agreement” whereby and where under the Owner/Vendor have engaged, appointed, authorized, allowed, permitted and empowered the Promoter/Developer herein inter alia to act as Developer of the said premises for development thereof on joint venture basis by carrying out lawful work of demolition of old building/structures and undertaking lawful work of construction of a new multi-storied building in accordance with the Building Plan which has been sanctioned under the provisions of the Kolkata Municipal Corporation Act, and Building Rules framed there under entirely at the costs, expenses, risks and responsibility of the Developer under the terms, conditions, stipulations, covenants and consideration stated therein.

6.4 Pursuant to and in terms of the said Development Agreement the Developer obtained sanction of Building Plan bearing B.P. No- **2021090040** dated- **25-10-2021** from the office of the Kolkata Municipal Corporation under provisions of the Kolkata Municipal Corporation Act, 1980 as amended till date and Building Rules framed there under for construction of one G+11 floor building and its common amenities and facilities appertaining thereto on the land comprised in the said premises and duly carried the work of construction of the said new building to be comprised of several self contained flats, car parking and other transferable spaces capable of holding, occupying and enjoying independent of each other and construction completed in accordance with the aforesaid sanctioned building plan at the Developer’s own costs, expenses and responsibility.

6.5 The Owner/Developer has registered the Project under the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Kolkata on _____ under Registration No. _____.

6.6 By virtue of aforesaid the Developer is absolutely seized and possessed of or otherwise well and sufficiently entitled inter-alia to **ALL THAT** one self contained residential **Flat No.**_____, containing carpet area of _____ **square feet**, built

up area of _____ **square feet**, little more or less comprising of ____ (____) Bedrooms, 1 (One) Living cum-Dining Hall, 1 (One) Kitchen, 2 (Two) Bath-cum-Privy, and 1 (One) Balcony with tiles flooring on the ____th **Floor** and right to use one open car parking space on the ground floor of the said building named as **“KALIM RIVIERA”** on the land comprised in the Premises No. 27, Ekbalopre Lane Kolkata – 700023 within Police Station Ekbalpore, as more fully and particularly described in Part-I & Part-II of the Schedule-G.

6.7 The said property/land is earmarked for the purpose of building a residential project comprising multi-storied apartment building and the said project shall be known as **“KALIM RIVIERA”**.

6.8 The Purchaser approached the Developer with the intention to acquire on ownership basis ALL THAT one self contained residential Flat No. _____ having carpet area of _____ sq.ft., covered area of _____ sq.ft., on the ____ Floor of the Building as sanctioned by the Kolkata Municipal Corporation TOGETHER WITH an undivided proportionate indivisible variable share or interest in the land comprised in the Premises AND FURTHER TOGETHER WITH an undivided proportionate indivisible share in all common parts, portions areas facilities utilities amenities etc. (including the Common Portions more fully and particularly mentioned and described in the SCHEDULE C hereunder written) TOGETHER WITH one open car parking space on the Ground Floor hereinafter called and referred to as the said Flat Unit AND TOGETHER WITH the undivided proportionate indivisible variable share or interest in the land forming part of the Premises appurtenant and/or allocable thereto. The Purchaser accordingly agreed to purchase the said Flat Unit from the Vendor/Developer for a total Agreed Consideration of Rs. _____/- excluding the applicable GST amount.

6.9 The Purchaser confirms that after being independently satisfied about the right, title and interest of the Owner/Vendor/Promoter/Developer in respect of the Premises, the Plans sanctioned by the Corporation and the necessary approvals and permissions and the actual constructions (including the quality and specifications thereof, the Built-up and Super Built up Areas of the said Flat Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Building, the Common Portions and the said Flat). The Purchaser

undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives his right, if any, to do so. The Purchaser declares and confirms that the construction of the Building including the said Flat Unit and the Common Portion is complete in all respects to the satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Owner/Developer has complied with all its obligations and that the Purchaser has no complaint or claim whatsoever against the Owner/Developer on any account whatsoever and the Purchaser also waives his right, if any, in this regard.

6.10 The Purchaser has entered into this Deed and is purchasing the said Flat Unit/Demised Property with full knowledge of all laws, rules, regulations, notifications applicable to real estate projects in general and this Project in particular. The Purchaser hereby undertakes that he shall comply with and carry out, from time to time all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the said Flat Unit at their own costs.

7. NOW THIS INDENTURE WITNESSES:

7.1 Transfer: The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions mentioned below.

(a) In consideration of the Purchaser having paid the Agreed Consideration (mentioned in Schedule-F) to the Developer, and the Developer hereby covenant with the Purchaser that the Developer has received the Agreed Consideration (mentioned in Schedule-F) and acknowledges the receipt thereof in the Memo of Consideration hereunder, the Owner doth hereby sell convey and/or transfer to the Purchaser the following:

- I. The Flat described in Part-I of Schedule-G (said Flat).
- II. Right to park medium sized car(s) in the said Parking Space described in Part-II of Schedule-G (said Parking Space).
- III. Proportionate, variable, undivided, indivisible and impartible share in the Common Portions described in Schedule-C hereto with right to use and enjoy the same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Unit Owners and/or occupiers of the other portions of the Building in respect of the same.

IV. Said Undivided Share.

(b) The term 'the said Flat Unit' wherever used in this Deed shall include all the properties and rights mentioned in Clause 7.1 (a) hereinbefore 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.

(c) None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no right, title or interest whatsoever in respect of the following:

I. All portions of the roofs of the Building at the Premises other than the Common Roof Area;

II. Open and covered spaces in the Building and the Premises not included in the Common Portions mentioned in Schedule C hereto;

III. Other Flats, Flat Units and Parking Spaces in the Building and/or the Premises;

IV. Right of further construction on any part of the land comprised in the Premises or of raising of additional floor/storey/construction over the roof of the Building.

(d) In respect of the Flat Units, other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Owner/Developer 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 the Owner/Developer in its absolute discretion, without any reference to or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes and covenants not to raise for any reason any claim or create or cause to be created, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

(e) Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Owner/Developer is/are retaining rights in the Premises and the Building and accordingly the Owner/Developer and/or its transferees shall continue to be entitled to use and utilise the Common Portions mentioned in **Schedule-C** hereto.

(f) The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Owner/Developer from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.

(g) The Owner/Developer shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the Building (including the Common Roof Area) and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, LED signage, etc. without being required to pay any charges for the same and neither the Unit Owner nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The Owner/Developer shall however make payment of the electricity consumed regarding the above on actuals.

(h) The Purchaser shall use and enjoy the said Flat Unit 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 the Owner/Developer.

(i) Only the Common Roof Area shall be meant for common use and form part of Common Portions. The Common Roof Area includes the areas of the staircase, lift well and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift well, water tank and staircase on the 11th Floor.

(j) The Owner/Developer shall be entitled to develop and/or commercially exploit any lands that may be adjoining and/or adjacent and/or contiguous to and/or accessible from the Premises and/or any portion thereof (hereinafter referred to as "the Adjoining Properties") and for such purpose shall be entitled/authorised to use and utilize the Premises as a means of access to the Adjoining Properties and to do all things as may be necessary for the purpose thereof including to apply for and obtain all sanctions, licenses, registrations, no-objections, approvals, etc. from the Corporation or any other authority.

(k) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Portions that remains unsold shall belong exclusively to the Owner/Developer and the Owner/Developer shall be

entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.

(l) Non-enforcement of any right by the Owner/Developer or any indulgence granted by the Owner/Developer to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the Owner/Developer.

(m) If at any time there be imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including service tax and/or Goods & Service Tax) under any statute or regulation on the Premises, the Building and/or the said Flat Unit or on the construction or transfer of the said Flat Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Owner/Developer or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Flat Unit and proportionately in respect of the Premises, the Building and the Common Portions, without raising any objection thereto. The Owner/Developer shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Owner/Developer and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Owner/Developer shall be entitled to recover the same from the Purchaser.

(n) The Purchaser shall be entitled to Have and to Hold the said Flat Unit 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 the Owner/Developer.

(o) The sale of the said Flat Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in Schedule-D hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in Clause 7.1, Clause 7.3 and Schedule-E hereto, which shall be covenants running with the said Flat Unit in perpetuity.

(p) The Purchaser shall be entitled to the reversion or reversions remainder or remainders and all rents issues and profits of and in connection with the said Flat and

all the estate right title interest use trust property claim and demand whatsoever both at law or in equity of the Owner into out of or upon the said Flat hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be together with all legal incidents thereof.

(q) The Purchaser shall have exclusive ownership of the said Flat and common ownership of the Common Portions and the said Land comprised in the Premises.

(r) The Purchaser shall also have undivided proportionate share in the Common Portions Since the share/interest of the Purchaser in the Common Portions is undivided and cannot be divided or separated, the Purchaser shall use the Common Portions along with other Unit Owners, occupants, maintenances staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Portions shall always be subject to the timely payment of Maintenance Charges, Common Expenses and other charges, as applicable.

(s) The Purchaser is purchasing the said Flat Unit on the specific understanding that his right to use the Common Portions shall be subject to timely payment of the Maintenance Charges, Common Expenses and other charges, as determined and billed by the Owner/Developer and/or the Maintenance Agency and/or the Association and performance by the Purchaser of all his obligations and the terms and conditions specified by the Owner/Developer and/or the Maintenance Agency and/or the Association from time to time.

(t) The Owner/Developer and/or the Maintenance Agency and/or the Association shall have rights of unrestricted access of all Common Portions, garages/open and covered parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Owner/Developer and/or the Maintenance Agency and/or the Association to enter into the said Flat or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

(u) The service areas and/or open/covered spaces, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per Plans. The Purchaser

shall not be permitted to use the services areas and and/or open/covered spaces in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Agency and the Association for rendering maintenance services.

(v) The Purchaser shall be solely responsible to maintain the said Flat Unit at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Flat, or the Common Portions which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Flat and keep the said Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project or Common Portions. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Flat or place any heavy material in the Common Portions. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the said Flat. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/Developer and thereafter the Association/Maintenance Agency. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

(w) Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby declared and confirmed that as between the Purchaser, the Purchaser shall by virtue of this Deed of Conveyance purchase and become the owner of the said Flat Unit.

7.2 Covenants of the Owner/Developer:

7.2.1 The Owner/Developer hereby covenants with the Purchaser that it:

- (a) has the right to sell, transfer and convey the said Flat Unit to the Purchaser free from all encumbrances;

(b) shall, at the costs and requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Flat Unit to unto and in favour of the Purchaser.

7.2.2 The Owner/Developer hereby covenants with the Purchaser that the Owner/Developer shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance in respect of the said Flat Unit.

7.2.3 The Owner/Developer hereby further covenants that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in Schedule-D and with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule E**, peaceably own, hold and enjoy the said Flat Unit.

7.2.4 The Owner/Developer has represented to the Purchaser as follows:

- i) the entirety of the Premises is free from all encumbrances and charges;
- iii) The owner herein is the sole and absolute lawful owner, absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Premises and each and every part and/or portion thereof;
- iv) No part or portion of the Premises is subject to any notice of acquisition and/or requisition and/or the subject matter of alignment either by the Government of West Bengal, Kolkata Metropolitan Development Authority, Kolkata Municipal Corporation, or the Government of India, or any other authority or authorities appointed in this regard by the Central and State Governments and the Owner neither has any knowledge nor notice about the same;
- v) that in any circumstance or event within the knowledge of the Owner prevented and/or prevents and/or casts any embargo on the absolute right, title and interest of the Owner to/in/ over/in respect of the Premises, and further none of the above mentioned in any manner curtail the rights of the Owner to deal with any part or portion of the Premises; and
- vi) The Owner is hereby transferring and conveying in favour of the Purchaser the said Flat Unit free from all encumbrances; and

vii) The Owner herein has assured that the provisions of the Real Estate (Regulation and Development) Act, 2016, are being and shall be complied with by the Owner if and when required.

7.2.5 The Owner shall compensate the Purchaser in case of any loss caused to him due to defective title of the land on which the Building containing the said Flat has been constructed that is known to the Owner but has not been disclosed to the Purchaser or which the Purchaser could not have found out in spite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Owner be liable for any defective title not created by the Owner and/or any defect that existed prior to the purchase of the land by the Owner.

7.2.6 It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Owner/Developer within a period of 5 (five) years by the Purchaser from the date of the Completion Certificate, the Owner/Developer shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner's/Developer'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 However that the Owner/Developer shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Flat Units by the Unit Owners including the Purchaser herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any must be certified by the Architects that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and due to any additions, alterations and/or modifications, etc. made by any of the Unit Owners and/or occupants of the Building. The decision of the Architects shall be final and binding on the parties.

7.3 Covenants of the Purchaser:

7.3.1 The Purchaser agrees, undertakes and covenants to:

(a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in **Clause 7.1. Clause 7.3 and Schedule-E;**

(b) pay wholly in respect of the said Flat Unit and proportionately in respect of the Premises and the Building, the Common Expenses, Maintenance Charges, Electricity Charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Corporation taxes, betterment and/or development charges under any statute, rule or regulation, etc that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer, ownership and/or maintenance of the said Flat Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Owner/Developer shall not be liable for the same under any circumstance;

(c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Flat Unit and ensure that those to the other Flat Units 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 completion of the Building and/or the transfer, sale or disposal of any other Unit or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the Owner/Developer may suffer in this regard;

(e) not raise any objection or make any claim against the Owner/Developer regarding the construction and/or the completion of the Building and/or the said Flat Unit or regarding the already verified calculation of Built-up Area and/or the Super Built up Area of the said Flat Unit and/or regarding any of the matters/items mentioned in Clause 6.8 hereinbefore;

(f) not question the quantum or apportionment of the Common Expenses mentioned in Part-IV of Schedule-E hereto (Common Expenses) or the basis thereof or any other matter;

(g) not object and/or cause any hindrance, objection or disturbance to the user of the Common Portions (mentioned in Schedule-C) by the Owner/Developer/Unit Owners/ tenants/occupants of other Units;

(h) not claim any right over and/or in respect of the roofs of the Building other than the Common Roof Area and that too only to the extent and subject to the conditions mentioned in this Deed;

(i) not raise any objection or claim against the Owner/Developer or create any hindrance or obstruction in relation to the rights and entitlements of the Owner/Developer or any of them;

(j) comply with and honour the mutual easements and restrictions mentioned in Schedule-D,

(k) 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; and

(l) pay all future betterment/development charges etc. relating to the said Flat Unit and/or the Premises.

7.3.2 The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.

7.3.3 The Purchaser shall pay the Corporation taxes in respect of the said Flat Unit from the date of execution of this deed. All other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Flat Unit including Maintenance Charges, other impositions, outgoings and expenses etc. shall be w.e.f from the Date of Possession.

7.4 Completion of Construction and Possession:

7.4.1 The owner has granted access to the said Flat Unit. Simultaneously with the execution of this Deed, the Owner has handed over physical khas possession of the

said Flat Unit to the Purchaser ("Date of Possession"). The Purchaser has taken possession of the said Flat after inspection and fully satisfying himself in all respects with the Plans sanctioned by the Corporation, construction of the Building, the Common Portions and the said Flat (including the quality and specifications thereof, the built up area and the super built up area of the said Flat. the workmanship, specifications, quality of materials used and the structural stability of the Building) and confirms that he has no claim of whatsoever nature against the owner on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Owner/Developer under any circumstances whatsoever.

7.4.2 The Purchaser is entitled to use and occupy the said Flat Unit for residential and other lawful purposes and for no other purpose.

7.4.3 On and from the Date of Possession the Purchaser is responsible for the internal security of the said Flat Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The owner shall not have any responsibility or liability whatsoever in this regard.

Schedule-A

(Title)

- A. One Mrs. Mary Winifred Earle (since deceased) of 43 Ekbalpore Road, Kolkata-700023 owned and possessed several immovable properties viz. premises Nos. 43, 44, 45, 46 Ekbalpore Road, 37 & 43 Dent Mission Road, 75 Diamond Harbour road and 27 Ekbalpore Lane, Kolkata – 700023, she died leaving behind her two sons viz. eldest son Redmond Percival Morris Earle and younger son Neville William Earle as her only successors and legal heirs. The said Mary Winifred Earle also left behind her last will and testaments giving and bequeathing her properties between her two sons i.e. premises Nos. 44, 45, 46, Ekbalpore Road and 43, Dent Mission Road in favour of his elder son and premises No.43, Ekbalpore Road, premises No.37 Dent Mission Road, Premises No.75, Diamond Harbour Road and premises No.27, Ekbalpore Lane, Kolkata-700023 in favour of her youngest son Neville William Earle. Redmond Percival Morris Earle was appointed as the sole executors of the said last

will. Accordingly Redmond Percival Morris Earle took the probate of the said will through O.S. Suit No.109 of 1953 from the Court of the Learned 7th Sub ordinate Judge at Alipore and thus by virtue of the said probated will Neville William Earle became the absolute owner of premises Nos. 43, Ekbalpore Road, 75, Diamond Harbour Road, 37, Dent Mission Road and 27, Ekbalpore Lane. The said Neville William Earle executed a registered will on 18th February 1955 appointing therein one Sati Bhusan Dutta, an Advocate as sole executor of his last Will. Neville William Earle bequeathed his movable, immovable properties with the direction to sale the same and out of the sale proceed to pay Rs.25000/- (Rupees Twenty five thousand) only to one Miss Mary Litchford and half of the remaining amount to his sole executor and the rest half to one Mr. Herbert Cyril son of Mr. H.C.Lloyd of 62, Ekbalpore Road, Calcutta- 700023.

- B. The said Neville William Earle breathed his last on 18th July, 1958, at the residence of R.P.M. Earle, keeping his Original Will in the custody of his elder brother R.P.M. Earle. The sole executor of Neville William Earle tried his level best to procure the said registered original will from the possession of R.P.M. Earle but failed and ultimately renounced his executorship. Thereafter MR.HERBERT CYRIL LLOYD, one of the legatees of the last will of Neville William Earle, applied for grant of letter of administration before the Learned District Delegate, 24 Parganas and the same was registered as Case No.37 of 1964 and the same was renumbered as original suit No. 8 of 1967 and ultimately dismissed for default. Thereafter Herbert Cyril Lloyd bequeathed all his Estate , Present and future, which he possessed under the Will of Neville William Earle as one of the legatees in favour of One Mr. Augustine Robert 'D' Cruz before his death on 4th November , 1978.
- C. The said Augustine Robert 'D' Cruz after the death of Herbert Cyril Lloyd applied for the probate of the will bequeathed in favour of him and learned Court of Additional District Judges 11th bench at Alipore was pleased to grant probate of the same in favour of Augustine Robert 'D' Cruz on 29.6.83. Subsequently the said Augustine Robert 'D' Cruz made an application afresh for obtaining letter of administration of the estate of Neville William Earle upon obtaining leave to call for the certified copy of the registered will of the said Neville William Earle which was kept in the safe custody of the learned Court in connection with the O.S. Case No. 8 of 1967 and the

said application was mentioned as O.S. Case No. 5 of 1981 of the Learned Court of Additional District Judge, 11th bench at Alipore and after various proceeding the said O.S. Case No. 5 of 1981 was decreed in favour of the said Augustine Robert 'D' Cruz on 5th February, 2002. An appeal was preferred against the said decree by Sri Gobardhan Seal and others in the High Court at Calcutta being F.A. No.363 of 2002. The appeal was dismissed by His Lordship Mr. Justice A.N.Roy. The said Appellant filled an application for restoration of the said appeal in the self same Hon'ble Court under CAN No.4195 of 2003. The said application was heard by His Lordship Mr. Justice A.N.Roy and His Lordship Mr. Justice Indira Bhattacharya and they were pleased to pass the following order the application for restoration is thus dismissed. And thereby Augustine Robert D Cruz became absolute owner in respect of the properties lying and situate at premises No. 43 Ekbalpore Road, 37, Dent Mission Road, 27, Ekbalpore Lane and 75, Diamond Harbour Road etc. with building standing thereon. Augustine Robert D Cruz became the absolute owner in respect of Premises No. 27 Ekbalpore Lane Calcutta and seized and possessed of the same by recording his name in the records of the Kolkata Municipal Corporation.

- D. The said Augustine D Cruz died intestate on 24/10/2012 leaving behind him his wife Cecelia Margaret D Cruz, one son Angelo Robert D Cruz and two daughters namely Rosalind D Cruz and Cabrini Bagwalla, who after demise of the said Augustine Robert D Cruz inherited his right, title and interest in respect of the aforesaid property and became joint owners and got their names recorded in the records of the Kolkata Municipal Corporation as owners thereof.

Schedule-B

(Premises)

ALL THAT piece and parcel of land measuring an area of 35 (Thirty Five) Cottahs, more or less, together with G+XI storied residential building thereon the same being comprised in and being part and portion of and being situate and lying at and known and numbered as Premises No. 27 Ekbalpore Lane Kolkata-700023 within Police Station Ekbalpore, District South 24 Parganas, Ward No.078 of the Kolkata Municipal Corporation and butted and bounded as follows :-

On the North by : Ekbalpore Lane;
On the East by : Partly by Premises No.25 Ekbalpore Lane and partly by Premises No.24 Gulpara;
On the South by : Partly by Premises No.8A Rajab Ali lane and partly by Premises No.9A Rajab Ali Lane, and
On the West by : Partly by Premises No.27A Ekbalpore Lane, Partly by Premises No.27/1 Ekbalpore Lane, Partly by Premises No.27/2 Ekbalpore Lane, and Partly by Premises No.27/3 Ekbalpore Lane.

OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

Schedule-C

(Common Portions)

SECTION A: (Common Portions and installations in respect whereof only right of user in common shall be granted):

- a) Lobbies, common passages and staircases of the Building and common paths in the Premises.
- b) Lift pits, chute and machine rooms of the lifts comprised in the Building.
- c) Common staff toilets on the ground floor of the Building.
- d) Common space on the ground floor.
- e) Common drains, sewers and pipes.
- f) Water supply.
- g) Common underground water reservoir and overhead water tank.
- h) Wires and accessories for lighting of Common Areas.
- i) Water Pump and motor.
- j) Lifts and lift machinery.
- k) Fire fighting equipment.
- 1) Landscaped area.
- m) Close Circuit TV on the ground floor with central security surveillance.

- n) Common Roof Area only.
- o) Fire Landing as per applicable rules.
- p) Swimming Pool on the 10th floor.
- q) Multi-Gym.
- r) Community Hall.
- s) Garden on the 1st floor.

SECTION-B (Common installations for which proportionate additional separate costs are to be paid by the Purchaser)

- a) Electrical installations relating to meters, transformer and/or substation if any, for receiving electricity from the Electricity Authority.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services.
- c) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section A hereinabove.

Schedule-D (Easements & Restrictions)

The Purchaser and/or the Unit Owners (including the Owner/Developer) shall be entitled to and also bound by the following easements and/or conditions:

1. The right of ingress to and egress from their respective Flats over the Common Portions mentioned in Schedule-C.
2. The right of passage of wires, cables, pipes and drains and other equipment and utilities including connections for water, electricity, telephone, cable TV, etc. to and through each and every portion of the Premises including all the Flat Units therein.
3. The right of support, shelter and protection of each portion of the Building by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Flat Units in the Building or necessary for the use or enjoyment thereof by the Unit Owners in common with each other subject however to the

terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E** hereto.

5. The right of the Unit Owners, with or without workmen, and necessary materials to enter into all parts of the Premises, including all the Flat Units therein for repairs at daytime upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be necessary in emergent circumstances.

Schedule-E
(Purchaser's Covenants)

Part-I
(Specific Covenants)

1. The Purchaser agrees undertakes and covenants to:

- a) comply with and observe the rules, regulations and bye-laws framed by the Owner/Developer/Maintenance Agency/Association from time to time;
- b) permit the Owner, Developer, Maintenance Agency and Association and their respective men, agents and workmen to enter into the said Flat for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
- c) deposit the amounts for various purposes as required by Owner/Developer/Maintenance Agency or the Association;
- d) use and occupy the said Flat only for the purpose of residence and not for any other purpose;
- e) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- f) keep the said Flat and partition walls, sewers, drains-pipes, cables, wires, entrance and main entrance serving any other Flat in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats/parts of the Building;
- g) in particular, and without prejudice to the generality of the foregoing, not to make any form of change or alteration in or affecting the structural strength of or cut or

damage the beams, columns, walls, etc. passing through the said Flat or the Common Portions for any purpose including for fixing, changing or repairing the concealed wiring and pipelines or otherwise and/or make any form of change or alteration in or affecting the structural stability of the Building maintain and/or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the Building;

h) maintain and/or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the Building;

i) use and enjoy the spaces comprised in the Common Portions for the Common Purposes only;

j) to pay charges for electricity in relation to the said Flat Unit wholly.

k) bear and pay the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Premises proportionately and the said Flat Unit wholly;

l) pay the Corporation Taxes and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses (including water charges & taxes, if any) in respect of the Building and the Premises proportionately and the said Flat Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Flat Unit until the same is assessed separately by the Corporation;

m) pay for other utilities consumed in or relating to the said Flat Unit

n) allow the other Unit Owners the right to easements and/or quasi easements;

o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other payments mentioned herein within 7 (seven) days of receipt of demand or relevant bill, whichever be earlier; and

p) observe and comply with such other covenants as be deemed reasonable by the Owner/Developer for the Common Purposes.

2. The Purchaser agrees undertakes and covenants (in particular and without prejudice to the generality of the contents of this Deed):

a) not to damage, demolish or cause to be damaged or demolished the said Flat or any part thereof;

- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Owner/Developer and with the prior sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Maintenance Agency Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Flat;
- d) not to open out any additional window or fix any grill box (outside the window) or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;
- e) 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 Flat or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- g) not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Flat Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the building or deviation or which in the opinion of the Owner/Developer may affect the elevation in respect of the exterior walls of the Premises; or deviation or which in the opinion of the Owner/Developer may affect the elevation in respect of the exterior walls of the Premises;

- j) not to decorate the exterior of the Building otherwise than in the manner agreed by the Owner/Developer in writing or in the manner as near as may be in which it was previously decorated;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other Common Portions of the Building and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other Common Portions of the Building;
- m) not to store in the said Flat Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Building;
- o) not to claim any right over and/or in respect of the roofs of the Building other than the right of common use in respect of the Common Roof Area only or in respect of any open land at the Premises or in any other open or covered areas of the Building and the Premises not meant to be a common area or portion;
- p) not to shift or obstruct any windows or lights in the said Flat or the Building and not to permit any new window, light, opening, doorway, path, passage, drain, or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Owner/Developer and the Association;
- q) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;
- r) not to park or allow anyone to park any car or two wheelers at any place other than the space earmarked for parking cars of the Purchaser if mentioned in **Part-II of Schedule-G**;
- s) not to sell, transfer, let out or part with possession of the parking space, if so acquired by the Purchaser hereunder, independent of the said Flat except to any other

Unit Owner and to use the same only for the purpose of parking a medium sized motor car;

t) not to install any window-type air-conditioner in the said Flat and not to Install any other type of air-conditioner at any place other than the places specified/identified for the same by the Owner/Developer;

u) not to install any external wires or cables that may be visible outside the said Flat;

v) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

w) not to install any false ceiling in the said Flat without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety norms;

x) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Portions;

y) not to interfere in any manner with the right, title, interest or entitlement of the Owner and/or the Unit Owners in respect of other Flat Units;

z) not to use the said Flat Unit for any purpose save and except for residential and other lawful purposes and not to use the same for any illegal or immoral purposes or in any manner that may cause nuisance to other occupiers of the Building;

aa) not to do any addition, alteration, structural changes, construction or demolition in the said Flat Unit without prior written permission from the Corporation and other concerned authorities as also the Owner/Developer and the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;

ab) not to raise or put up any kutcha or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;

ac) not to make any claim of any nature whatsoever with regard to the Premises besides the said Flat Unit transferred hereby and the common enjoyment of the Common Portions;

ad) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the building or shall anything be projected out of any window of the premises;

ae) not to keep or harbour any bird or animal in the Common Portions of the Premises;

af) not to make claim of any right of pre-emption or otherwise regarding any of the other Flat Units or any portion of the Building and/or the Premises;

ag) not to sub-divide the said Flat Unit and/or the said Parking Space, if allotted, or any portion thereof;

ah) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV/Satellite Dish Antenna;

ai) not to interfere with the common use and enjoyment of the Common Portions by the Owner/Developer or the other Unit Owners;

aj) not to install any loose, hanging or exposed wires or cables anywhere outside the said Flat Unit;

ak) not to interfere with, obstruct or hinder the rights of the Owner regarding the roof including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in this Deed;

al) not to carry on or permit to be carried on at the said Flat Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the Premises and/or the neighbourhood;

am) not to use the said Flat Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Owner/Developer to any liability under environmental laws; and

an) not to install grills which have not been approved by the Developer.

3. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Project or the construction, completion, sale, transfer of the Building or any portion thereof by the Owner/Developer or the measurement or the area of the said Flat as described Part of Schedule-G hereto, etc.

4. The Purchaser agrees undertakes and covenants not to question at any time whatsoever on any basis or account whatsoever the computation of the Super Built-up Area of the said Flat mentioned in the **Schedule-G** hereto in accordance with the definition and not to claim or demand details or calculations of the aforesaid fixed percentage under any circumstances whatsoever.

5. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser will pay the Maintenance Charges in respect of the said Flat Unit as also other costs, expenses and outgoings in respect of the said Flat Unit with effect from the Date of Possession. The Purchaser shall be liable to pay the Corporation taxes and other taxes from the date of this Deed of Conveyance.

6. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Owner/Developer fully regarding the above.

7. The Project and the Building constructed at the Premises have been named as "KALIM RIVIERA" and shall always be known by the said name. The Purchaser and/or the Unit Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Building name that has been installed at the entrance of the Premises.

8. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Owner/Developer for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.

9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Flat Unit subject to the following conditions:

- a) The said Flat Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Flat Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

b) The transfer of the said Flat Unit by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Flat Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.

c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation taxes and other taxes etc. relating to the said Flat Unit payable to the Owner/Developer, the Maintenance Agency, the Association and the Corporation and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

10. The Purchaser shall not claim any partition of the land comprised in the Premises.

11. The Purchaser shall use and enjoy the said Flat Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owners and/or the Owner/Developer.

12. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Owner/Developer in respect of the Premises or any portion thereof nor against the Owner/Developer with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

13. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Owner, the Maintenance Agency and the Association of from and against all losses, damages claims, demands, actions, proceedings, costs, charges and expenses which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser.

Part-II

(Maintenance)

1. The Premises, the Building and the Common Portions shall be managed and maintained by the Maintenance Agency who shall be responsible to provide and maintain essential services in the Project till the offer to the Association for taking over of the maintenance of the Project subject to the Purchaser making timely payment of the Maintenance Charges, Common Expenses and other liabilities and subject to the Purchaser complying with all his obligations under this Deed and/or otherwise under the law and not committing any breach, default or violation.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (Rules) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Building and the Premises, which are not separately charged or assessed or levied on the Unit Owners.
5. The Purchaser shall make payment of all amounts demanded by the Maintenance Agency within 7 (seven) days of demand or the due date for the same and in case of any delay, the Purchaser shall pay interest at the rate of 12% (twelve percent) per annum compoundable quarterly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Flat Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.
6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Deed or

otherwise shall be done by the Owner/Developer/Maintenance Agency whose decision shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection thereto.

7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Super Built-up Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Flat Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Common Expenses and/or other payments by the Purchaser after giving 15 (fifteen) days prior notice in writing.
9. The Purchaser shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Owner/Developer until the Association is formed and starts functioning effectively and till that time the Owner/Developer shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Sinking Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Corporation taxes.
11. The Owner/Developer covenants and undertakes to remain liable and responsible for payment of Maintenance Charges for all the Units that may remain with the Owner and/or that may remain unsold.

Part

III

(Association)

1. After handing over possession of all the Flat Units in the Building, the Owner/Developer, shall take steps for formation of the Association for the maintenance and management of the Common Portions described in Schedule-C, the Building and other areas at the Premises. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Owner/Developer shall not be entitled to be recognized by the Owner/Developer and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Building shall be made over to the Association by the Owner/Developer and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running.
2. All the Unit Owners including the Purchaser shall become members/shareholders of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye laws as be framed and/or made applicable by the Owner/Developer.
3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Owner/Developer and the Purchaser hereby consents to accept and sign the same and to assist the Owner/Developer in all respects in formation of the Association.
4. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.

5. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
6. Notwithstanding anything contained elsewhere herein, the Purchaser and all Unit Owners shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
7. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Owner/Developer and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Premises.
8. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Owner in favour of the Unit Owners.
9. The certified copies of title deeds relating exclusively to the Premises along with related documents and certified copy of sanctioned plan of the Building shall be handed over by the Owner to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.
10. After the maintenance of the Building is made over to the Association, the Association may either manage the maintenance of the Building on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Owner in favour of the Unit Owners.
11. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions/purposes.
12. The owner shall hand over the maintenance of the Building to the Association at such time as it may deem necessary after obtaining the Completion Certificate in respect of

the said Building and upon such handing over, the Association shall be responsible for the maintenance of the Building and the Premises.

13. From the date of handing over of maintenance to the Association, the Owner/Developer shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to firefighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Building and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.
14. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift licence, generator license, fire licence, etc. and the owner shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the owner and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

Part-IV

(Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, servicing, white washing painting, rebuilding, reconstructing decorating redecorating all the external walls of the Building and all Common Portions, fixtures, fittings, electrical wirings and equipment in, under or upon the Building enjoyed or used in common by the occupiers of the Building/Premises.
2. Salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, caretaker,

person in charge of administration of the building, accountant, clerks, gardeners, sweepers, liftmen etc.

3. Insurance premium payable for insuring the Building and/or any of the Common Portions against earthquake, fire, lightening, mob violence, civil commotion etc., if insured.
4. Costs and expenses of supplies for common purposes electricity, water charges etc. payable to any concerned authorities and/or organisation and payment of all charges incidental thereto.
5. Corporation Taxes and other rates, taxes, levies, demands and all other outgoings for the Common Portions save those which would be separately assessed and/or incurred in respect of any Flat Unit.
6. Costs, establishment charges and operational charges of the Maintenance Agency relating to Common Purposes.
7. Electricity expenses for lighting all the Common Portions, outer walls of the building and for operation of all the common facilities and utilities.
8. Operational and repairs and maintenance cost of the Lifts, Intercom, EPBAX, Generator, etc.
9. Operational and repairs and maintenance cost of the car parking spaces shall form part of Common Expenses though the car parking spaces are not part of Common Portions.
10. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building.

Part-V

(Mutation, taxes and impositions)

1. The Owner/Developer will get the said Flat Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Purchaser

shall be liable to pay interest on the unpaid amount at the rate of 12% (twelve) per cent per annum.

2. Until such time as the said Flat Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (Impositions) shall be proportionately borne by the Purchaser.
3. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Flat Unit would accrue with effect from the date execution of this Deed of Conveyance,
5. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

Schedule-F
[Agreed Consideration]

Agreed Consideration for the transfer of the said Flat Unit along with right to use 1 (One) Open Car Parking as defined in this Deed.
(Rupees only)

Rs./-

Schedule-G

Part -I

“Said Flat”

ALL THAT one self contained residential **Flat No.** _____, containing by estimation carpet area of _____ **square feet**, built up area of _____ **square feet**, more or less consisting of ____ (____) Bed Rooms, 1 (One) Living cum dining Hall, 1 (One) Kitchen, 2 (Two) Bath cum Privy & 1 (One) Balcony with tiles flooring located on the ____ **floor** of the building situate lying at Premises No. 27, Ekbalpore Lane Kolkata-700023 within Police Station Ekbalpore, TOGETHER WITH an undivided proportionate indivisible variable share or interest in the land comprised in the said Premises AND FURTHER TOGETHER WITH an undivided proportionate indivisible share in all common parts, portions, areas, facilities, utilities, amenities etc. (including the Common Portions).

The said Flat is delineated in RED borders in the Plan annexed hereto and butted and bounded as follows :-

On the North by ;;

On the South by ;;

On the East by ;;

On the West by :.

PART-II

“Said Parking Space”

ALL THAT the right to park medium sized car in:

1 (One) open car parking space **open to sky admeasuring 120 square feet on the ground floor** which is more fully described and delineated in the **Plan** coloured with **RED** bordered and annexed hereto.

8. EXECUTION AND DELIVERY:

IN WITNESS THEREOF the parties have executed these presents on the day, month and year first above written.

Executed and Delivered by the **Owner** at
Kolkata in the presence of:

Executed and Delivered by the
Purchaser at Kolkata in the presence
of:

Executed and Delivered by the **Confirming Party** at Kolkata
in the presence of:

Drafted by me:

(BHUPENDRA GUPTA)
Advocate
HIGH COURT AT CALCUTTA
ENROLMENT NO: WB/98/2001

MEMO OF CONSIDERATION

RECEIVED from within named Purchaser a sum **Rs. /- (Rupees)**, only plus GST of **Rs./- (Rupees)** only as per memo stated below:

MEMO

SL No	Date	Mode	Principal Amount (Rs)	Gst (Rs)	Amount Received (Rs)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
		TOTAL			

SIGNATURE OF THE DEVELOPER

WITNESSES:

1.

2.