

THIS DEED OF CONVEYANCE

is executed on

this _____ day of _____,

20_____

BETWEEN



SANWARIA APARTMENTS PRIVATE LIMITED, a Company within the meaning of Companies Act, 1956 having its registered office at 1447/1, Madurdaha Road, Kolkata - 700107, P.S. Tiljala, P.O Anandapur (PAN AASCS9236R) represented by its authorized signatory Mr. Jay Prakash Agarwal son of Shri Hari Prasad Agarwal, by nationality Indian residing at 51/6, Rabindra Sarani, Howrah -711204, P.S and P.O - Liluah (ADHAAR 6872 6420 6043/ PAN ACLPA7187K) hereinafter referred to as **Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof mean & include its successors in office, successors in interest, agents and assigns) of the ONE PART

AND

Mr./Ms./Mrs. _____ hereinafter [jointly and severally] referred to as the "**Allottee[s]**" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include [his/her/their] heirs, executors, administrators, successors, legal representatives, permitted assignees) of the OTHER PART.

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

WHEREAS:

- A.** The Promoter herein is the absolute owner of the said ALL THAT the piece and parcel of land measuring about 398 Satak be the same a little more or less, at Holding No. 6002, comprised in R S Dag Nos.



- 324, 325, 326, 327, 328, 337, 338, 344 and 431, L R Dag Nos. 332, 333, 334, 338, 339, 348, 349, 357 449 and 450 recorded vide L R Khatian No. 1094 and 1101 all within Mouza Jayenpur, J.L No. 66, Bonhooghly -1 No. Gram Panchayat under P . S. Sonarpur, South 24 Parganas free from all encumbrances whatsoever and howsoever morefully set out in Schedule A written hereunder (hereinafter referred to as the *PROJECT LAND*), having its names mutated in the records of rights. The details and devolution of title and ownership of the Promoter is also set out in Schedule A written hereunder.
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Project Land on which the Project is to be constructed has been completed.
- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Banoogly -1 No. Gram Panchayat and other competent authorities. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with Section 14 of the Act and other laws as applicable.
- D. The Banoogly -1 No. Gram Panchayat has granted the Building Permit plan to develop the project vide approval dated 13.05.2022 bearing registration no. 692/822/KMDA.
- E. The Allottee has entered into an apartment buyer agreement dated _____ ("Apartment buyers Agreement") by and under which the Allottee agreed to, on the terms and conditions mentioned therein, purchase and acquire the Residential Flat No. _____, on the _____ floor, Block-_____, (including balcony, if any) AS ALSO the Extended Terrace attached with the said Residential Flat, to contain by measurement _____ sq ft super built up area more or less [which corresponds to _____ sq. ft. built-up area (more or less) / _____sq. ft. carpet area more or less of the Apartment and _____ sqft more or less of the Extended Terrace]]



TOGETHER WITH the right to park _____ medium sized motor car on the _____ Car Parking, all within the said Project constructed at the said Project Land (hereinafter referred to as the "Apartment"), more particularly described in Schedule II, [**which has been registered with the Office of the _____ in Book No.I Being No. _____ of _____**]. The floor plan of the Apartment is annexed hereto.

- F. The Promoter has since completed construction of the Project and has since been granted a Completion Certificate dated [•] by the [•].
- G. The Allottee represents and confirms that it has inspected all the documents pertaining to the Project and the said Premises including but not limited to all the title documents and the sanctions permissions etc and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoter in the Project and its right to convey the Apartment to the Allottee. The Allottee has also satisfied itself with the Apartment, the facilities, amenities, specifications, construction quality, measurements and other details and the completion and finishing thereof upon complete satisfaction of performance of all obligations of the Promoter, the Allottee has taken possession of the said Apartment.
- H. The Parties hereby confirm that they are signing this Conveyance Deed with full knowledge of the Applicable Laws.
- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Conveyance Deed and all applicable laws, are now willing to enter into this Conveyance Deed on the terms and conditions appearing hereinafter.

NOW THIS INDENTURE WITNESSETH



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1. CONVEYANCE:

- 1.1. In consideration of the payment of the entire consideration of Rs. _____/- (Rupees _____ only) ("Total Price" as morefully described in the Schedule V written hereunder) alongwith Taxes, and the statutory and other charges by the Allottee in terms of the Apartment buyer's Agreement and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Allottee stated in this Conveyance Deed which amount has been arrived at upon due settlement of all accounts (including claims and counter claims for delay etc.), the Promoter hereby sell convey and transfer unto the Allottee, the said Apartment more particularly described in Schedule II, absolutely and forever, free from all encumbrances, along with proportionate undivided interest in the land appurtenant thereto (as mentioned in Schedule I) as also in the Common Areas (as mentioned in Schedule III);
- 1.2. The Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment.
 - (ii) The Allottee shall have variable undivided proportionate share in the Land appurtenant to the said Apartment as also in the Common Areas. Since the share/ interest of the Allottee in the Land Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them.
- 1.3. The Allottee agrees and undertakes that the Apartment shall be treated as a single indivisible Apartment for all purposes and that common areas / services / facilities of the Complex (as mentioned in Schedule III hereto) shall be available for use and enjoyment of all allottees / flat owners of the Complex. The Allottee hereby further



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agrees that irrespective of location of any of the facilities of amenities within the Project, occupier of each building / Block shall be entitled to jointly use and enjoy the common areas / services / facilities to the extent as permitted and defined herein.

- 1.4. The Promoter has paid / is liable for all outgoings upto the Completion Date (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, which are related to the Project). All outgoings in respect of the Apartment is the sole liability of the Allottee, irrespective of whether the same has accrued or not, levied or leviable in future.
- 1.5. The Allottee agrees and undertakes that the covenants, restrictions, obligations and undertaking as set out in Schedule V hereto shall bind the Allottee and the Apartment and all transferees of the Allottee. The covenants contained in this Deed shall be covenants running with the land.

2. CONSTRUCTION OF THE PROJECT AND HANDOVER OF APARTMENT:

- 2.1. The Building in which the Apartment is located has been completed and the necessary occupation certificate in respect of the said Building has been obtained from the Competent Authority.
- 2.2. The Promoter has handed over the vacant, physical and peaceful possession of the Apartment to the Allottee as per the specifications & amenities mentioned in Schedule III hereto. On and from the date of Completion Date, the Allottee has been and shall continue to be liable to bear and pay the proportionate charges of all outgoings / charges in respect of the said Apartment as may be levied by the Association of Allottees, together with all rates, taxes, cesses, assessments,



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betterment charges, levies etc. payable to any Competent Authority including those as set out in Schedule IV hereunder.

- 2.3. On and from the Completion Date the Allottee is liable to pay for the electricity water and other consumptions at the Apartment as per the bills issued by the Competent Authorities and service providers, from time to time.
- 2.4. The Allottee hereby agrees and undertakes to be a member of the Association of Allottees and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association of Allottees. The Allottee shall observe and perform all the rules, regulations of the Association of Allottees that may be specified in detail under its bye-laws.
- 2.5. The Allottee is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. The Allottee agrees and undertakes that if the Allottee fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee to the Promoter then the amount of TDS shall be considered as receivable from the Allottee and shall be deemed to be a default on the part of the Allottee under the Act and the rules framed thereunder.



3. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

3.1. The Promoter hereby represent and warrant to the Allottee as follows:

- (i) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- (ii) There are no litigations pending before any Court of law or authority with respect to the said Apartment;
- (iii) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project are valid and subsisting and have been obtained by following due process of law;
- (iv) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoter in respect of the said Premises or any part thereof.

4. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ REAL ESTATE:

4.1. The Allottee acknowledges that the CAM (Common Area Maintenance) Charges have commenced on and from the date of Offer of Possession by the Promoter (CAM Commencement Date). The Allottee agrees, acknowledges and undertakes that the Allottee shall, on and from the CAM Commencement Date , be liable for and pay the maintenance charges in relation to the Apartment as may be levied by the Association from time to time. It is made clear to the Allottee that the Allottee as a Member of the Association alongwith other members shall be liable to maintenance and operation of Common Areas of the Project.



- 4.2. The Allottee further agrees and acknowledges that the Allottee shall be responsible for all municipal rates and taxes (assessed or unassessed) for the said Apartment (including the land appurtenant thereto) from the CAM Commencement Date, whether levied or not, accrued or accruing in future, including any claims that may be raised by the concerned authorities at a later date
- 4.3. The Allottee agrees to maintain at the close of each financial year ending on 31st March the sinking fund with the Association of Allottees computed on the basis of per square feet of the Apartment (which rate shall be uniformly applicable to all allottees at the Complex). The quantum of deposit may be altered by the Association of Allottees and the Allottee undertakes to abide by the same.
- 4.4. As and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the allottees / occupants of apartments at the Project / Complex, as the case may be, on pro-rata basis (i.e. in proportion to the Carpet Area of the Apartment to the total Carpet Area of all the apartments in the Project / Complex, as the case may be).
- 4.5. The service areas, as located within the Project, earmarked for purposes including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.



- 4.6. The Allottee acknowledges that any Unsold Apartments in the Project shall not, for a period of 15 months from the Completion Date, be liable for any CAM or other charges. However the municipal rates and taxes shall be payable by the Promoter on such unsold apartments.

5. DEFECT LIABILITY:

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

Provided that the Allottee understands that there is a fundamental difference between hand over of the building/ constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/ constructions or infrastructure services and systems so as to



maintain defect free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoter, and the Promoter shall not be liable for rectification of any defects as a result of negligence in maintenance.

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

6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

- 6.1. The Promoter and thereafter the Association of Allottees shall have right of access to all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter and thereafter the Association of Allottees together with its men and agents, with or without material, to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect concerning the Building / Project and the Common Areas.

7. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES:



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- 7.1. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
- 7.2. The Promoter has made it expressly clear to the Allottee that the rights of the Promoter in the Apartment agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the prevailing laws and and/or any other statutory authority(ies) apart from those contained herein.
- 7.3. The Allottee shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project and shall also abide by the applicable building plans and other Applicable Laws applicable to the Apartment and /or the Project.
- 8. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:**
- 8.1. Wherever in this Conveyance Deed it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project / Complex comprising of all the buildings, as the case may be.



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SCHEDULE I**(the said premises and/or Project Land)**

ALL THAT the piece and parcel of land measuring about 398 Satak be the same a little more or less, at Holding No. 6002, comprised in R S Dag Nos. 324, 325, 326, 327, 328, 337, 338, 344 and 431, L R Dag Nos. 332, 333, 334, 338, 339, 348, 349, 357 449 and 450 L R Khatian No. 1094 and 1101 all within Mouza Jayenpur, J.L No. 66, Bonhooghly -1 No. Gram Panchayat under P . S. Sonarpur, South 24 Parganas, as per details below:

Sl. No.	R S Dag No.	L R Dag No.	Classification	Total Area of Dag	Area Owned by Land Owner
	324	332	Housing Complex	265	265
	325	333	Doba	3	3
	326	334	Housing Complex	5	5
	327	338	Housing Complex	16	16
	328	339	Housing Complex	7	7
	337	348	Housing Complex	19	19
	338	349	Doba	12	12
	344	357	Commercial Bastu	14	14
	431	449	Housing Complex	23	23
	431	450	Housing Complex	34	34
				398	398

Part II**("Devolution of Title")**

The land Owner herein has by the following several deeds of Conveyances, purchased the aforesaid area of 398 Satak in Mouza Jayenpur District 24 Parganas South

Sl No	Deed No & Year	Date of Deed	Vendor	LR Khatian	Rs Dag	LR Dag	Area Sold to the Land Owner herein being the Purchaser in the respective deeds
1	6936/2014 [ADSR Sonarpur, South 24 Parganas]	04-Jul-14	Manoranjan Mahapatra, Gopal Mahapatra	831, 832	326	334	2
2	6978/2014 [ADSR Sonarpur, South 24 Parganas]	07-Jul-14	Gajen Biswas, Palani Sardar, Lakshi Mondal, Kanan Bagani, Anjali Biswas, Chandicharan Biswas, Panchu Biswas, Gopal Biswas, Nepal Biswas, Sadananda Biswas, Reba Mondal, Shikha Sardar	791, 792, 793, 794, 795, 222, 276	324	332	66
					325	333	0
					328	339	2
					337	348	4
					338	349	1
3	6979/2014	07-Jul-14	Mohammad Mondal,	475, 537	324	332	82



	[ADSR Sonarpur, South 24 Parganas]		Majid Mondal, Sabir Ali Mondal, Habib Ali Mondal, Sahid Ali Mondal,		431	450	34
4	7088/2014 [ADSR Sonarpur, South 24 Parganas]	09-Jul-14	Ramesh Biswas, Manik Biswas, Mukto Biswas, Rabin Biswas, Nandarani Kayal, Binay Biswas, Subal Biswas, Niranjan Biswas, Nermal Biswas, Sabitri Naskar, Gayatri Mondal, Rebarani Biswas, Ranjit, Biswas, Sanjit Biswas, Debi Naskar	412, 555, 615	324	332	66
					325	333	1
					328	339	2
					337	348	6
					338	349	3
5	7089/2014 [ADSR Sonarpur, South 24 Parganas]	09-Jul-14	Sabita Mondal, Paresh Ch Biswas, Debabrata Biswas, Sanat Kr Biswas, Lalita Naskar, Sujata Naskar, Lakshibala Biswas, Badal Biswas, Sushanta Biswas, Prasanta Biswas, Sunila Biswas, Suparna Kundu, Usha Naskar, Radha Raul, Kalpana Biswas, Rajib Biswas, Sanjib Biswas, Tapasi Paik, Ashrukana Biswas, Shyamal Kr. Biswas, Jayanti Sarkar, Jharna Patoyari, Gopal Roy, Ashoke Roy	4, 10, 212, 216, 382, 470, 863, 864, 865	324	332	51
					325	333	2
					328	339	3
					337	348	9
					338	349	8
6	8627/2014 [ADSR Sonarpur, South 24 Parganas]	12-Aug- 14	Abul Sardar, Abdul Rasid Sardar, Hannan Sardar, Mannan Sardar	202	431	449	23
7	10981/2014 [ADSR Sonarpur, South 24 Parganas]	03-Nov- 14	Shambhu Biswas, Biswanath Biswas, Bhanumati Mondal, Kalpana Sardar, Alpana Mondal, Shyamali Kayal, Anjali Pal	292	326	334	3
8	237/2015 [ADSR Sonarpur, South 24 Parganas]	20-Jan- 15	Tulika Das	1005	327	338	8
9	4726/2014 [ARA - 1, Kolkata]	29-May- 15	Ankan Paul	1004	327	338	8
10	721/2016 [ADSR Sonarpur, South 24 Parganas]	08-Feb- 16	Sailendra Nath Biswas, Sunil Ch Biswas	440, 20, 729	344	357	4
11	722/2016 [ADSR Sonarpur, South 24 Parganas]	08-Feb- 16	Paresh Ch. Biswas, Debabrata Biswas, Sanat Kr Biswas, Lalita Naskar, Sujata Naskar	170	344	357	3
12	656/2016 [ADSR Sonarpur, South 24	08-Feb- 16	Kalpana Biswas	193	344	357	2



	Parganas]						
13	720/2016 [ADSR Sonarpur, South 24 Parganas]	08-Feb- 16	Rupa Bhandari	381	344	357	5

14. Subsequently, the aforesaid Shambhu Biswas, Biswanath Biswas, Bhanumati Mondal, Kalpana Sarada, Alpana Mondal Shyamali Kayal and Anali Pal (vendors of Deed No. 10981 of 2014 started making claims as to ownership in respect of a further area of land measuring 2.00 Satak in LR Dag No. 334 R S Dag No. 326 after having sold 3.00 Satak therein. The Land Owner herein had already purchased the balance area of 2.00 Satak out of 5.00 Satak vide Deed No. 6936 of 2014 as aforesaid. In order to buy peace and extinguish all claims and rights of the said Shambhu Biswas and 6 others, the Owner herein by a Deed of Conveyance dated 7.11.2014 and registered in the office of the ADSR Sonarpur in Book NO. I Deed No. 10982 of 2014 caused the said Shambhu Biswas & 6 others to register a further deed of conveyance in respect of such area of 2.00 Satak in favour of the Owner herein.

SCHEDULE II

[APARTMENT]

ALL THAT Apartment being Residential Flat No., on the floor, Block-.....(including Balcony, if any) AS ALSO the Extended Terrace attached with the said residential flat, to contain by measurement sq ft super built up area more or less [which corresponds to sq. ft. built-up area (more or less) / sq. ft. carpet area (more or less) of the Apartment AND Square Feet (more or less) of the Extended Terrace] together with undivided proportionate share of the land underneath the said building wherein the said Apartment is located together with the undivided share or interest in



the common area, amenities and facilities more fully mentioned herein of the said Project ATRI SURYA TORON.

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

**SCHEDULE III ABOVE REFERRED TO
PART - I**

[COMMON AREAS, AMENITIES AND FACILITIES IN THE PROJECT]

- 1 COMMUNITY HALL
- 2 GAMES ROOM +KIDS ZONE
- 3 GYM
- 4 INTERCOM IN FLATS
- 5 CCTV IN ALL COMMON AREAS WITH CONTROL ROOM
- 6 TV SETELLITE CONNECTION
- 7 BADMINTON/TENIS COURT AND YOGA SPACE SHALL BE PROVIDED INSIDE THE PROJECT.
- 8 FLOWERS GARDEN
- 9 FRUIT GARDEN
- 10 SWIMMING POOL
- 11 KIDS PLAY AREA
- 12 DECORATIVE POND AREA
- 13 JOGGING AND WALKING PATH
- 14 ELDERS GARDEN
- 15 ADDA GARDEN
- 16 LANDSCAPE
- 17 OUTDOOR GYM
- 18 MAINTANCE OFFICE
- 19 SECURITY CHANGE ROOM
- 20 MALE/ FEMALE TOILETS WITH SHAWER FOR SERVANT IN ALTERNATIVE BLOCKS
- 21 STORE
- 22 WORK STATION
- 23 BUILDERS OWNED 2000SQ. FT
- 24 WATER TREATMENT PLANT
- 25 SEWRAGE TREATMENT PLANT
- 26 24 HOUR POWER BACKUP (GENERATOR)
- 27 RAIN HARVESTING
- 28 UGR
- 29 TRANSFORMER



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- 30 FIRE FIGHTING SYSTEM
- 31 WASTE MANAGEMENT SYSTEM
- 32 WATER RECHARGE
- 33 SOLAR PANEL

PART – II

SPECIFICATIONS

Structure:	Door:	Windows:
<ul style="list-style-type: none"> • RCC Foundation as per Geotechnical Engineer's recommendation 	<ul style="list-style-type: none"> • Good quality flushed door 	<ul style="list-style-type: none"> • Sliding aluminium windows with white glass panel
Floors:	Toilets:	Kitchen:
<ul style="list-style-type: none"> • Entrance Lobby – Elegantly designed with tiles • Floor Lobby – Ceramic tiles • Flat interiors – Vitrified tiles • Master Bedroom – Vitrified tiles 	<ul style="list-style-type: none"> • Floor - Anti skid Ceramic tiles • Wall - Ceramic tiles up to dado height • Concealed hot and cold-water pipe system in shower and Basin • White Sanitary ware of reputed brand • Chrome plated Fittings of reputed brand 	<ul style="list-style-type: none"> • Counter Table with Granite top and Stainless-steel sink • Ceramic tiles up to 2 (two) feet above the counter
Elevator:	Electrical Installations:	Walls & Finishing:
<ul style="list-style-type: none"> • Adequate elevators by reputed makers in each Block 	<ul style="list-style-type: none"> • Concealed copper wiring with Modular switches • Adequate light and power points • Standard main Distribution Box (DB) • TV / Telephone points • AC point in all bedrooms 	<ul style="list-style-type: none"> • Internal – 5"/3" Brick walls with Plaster of Paris finish • External – 8" Brick walls plastered with high quality weather coat paint



SCHEDULE IV

(Common Expenses)

- a) **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said building and enjoyed by the co-owners in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- b) **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments, Solar Panels, and accessories in or for the entertainment / fitness areas or the air-conditioned hall etc.) and also the costs of repairing, renovating and replacing the same.
- c) **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
- d) **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
- e) **INSURANCE:** Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- f) **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
- g) **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- h) **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance Company for the common purposes.



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SCHEDULE V**COVENANTS, OBLIGATIONS, RESTRICTIONS RIGHTS AND DUTIES OF THE ALLOTTEE**

In connection with the use and enjoyment of the said Apartment, the Allottee shall observe the following negative covenants: -

- (i) Not to throw any rubbish or store any article or combustibles goods in the Common Areas save to such extent and at such place or places if any as may be specified and/or permitted.
- (ii) Not to carry on any obnoxious noisy offensive illegal or immoral activity in the said Apartment.
- (iii) Not to damage or demolish any part or portion of the said Apartment.
- (iv) Not to claim any right over and in respect of any open space not forming part of the Common Areas.
- (v) Not to hang any article in the open space outside the said Apartment.
- (vi) Not to install any machinery which may cause or likely to cause any vibration in the said Building.
- (vii) Not to install any air-conditioning machine having projection over any part or portion of the Common Passage.
- (viii) Not to do anything in the said Unit which may lead to increase in insurance premium of the Building.
- (ix) Not to cause any nuisance or annoyance to the co-purchasers and/or lawful occupants of other portions of the Building.
- (x) Not to install any private generator for the purpose of obtaining supply of electricity to the said Apartment.
- (xi) Not to make any addition or alteration in the said Apartment including opening or closing of any window or wall without prior consent of the Lead Vendor or the Association.
- (xii) Not to close the verandah or staircase landings or make any alteration in the building elevation of the Building.
- (xiii) Not to decorate or paint or otherwise alter the exterior of the Building or Common Areas of the Building including elevation of the Building in any manner save in accordance with the general scheme thereof as specified



by the Lead Promoter or the Association.

- (xiv) Not to do anything whereby the other co-allottees are obstructed or prevented from enjoyment of their respective units.
- (xv) Not to claim any right in any other part of the Building or the Building Complex save as may be necessary for ingress and egress of men, materials, utilities, pipes, cables and lines to be installed in the said Apartment and in particular not to claim any right to any space or store-room or terrace save as is expressly granted.
- (xvi) Not to display or affix any neon sign or sign-board on any outer wall of the Building or the common areas.
- (xvii) Not to claim any partition or sub-division of the Entire Land or the Plinth area or the Common areas and not to partition the said Unit by metes and bounds.
- (xviii) Not to erect any building or structures on the Common Areas.
- (xix) Not to store any goods of hazardous or combustible nature or goods which are too heavy and which may affect the construction or structure of the Building;
- (xx) Not to demolish, puncture, cut, groove, tamper with or reduce the width of any RCC structure, namely, columns, beams or slabs or the load bearing walls in any manner
- (xxi) Not to construct or raise any mezzanine or additional floor in the Apartment.
- (xxii) Not to take any wire or cable from outside the building/apartment to any part or portion of the apartment for any purpose.
- (xxiii) Not to paint the balcony with any colour other than white colour.
- (xxiv) The Allottee shall also observe, comply with and perform the following covenants and stipulations:
- (xxv) To use the Apartment only for residential purpose and not for any commercial purpose ;
- (xxvi) To keep the said Apartment in a good state of repairs and condition.



- (xxvii) To permit the office bearers and agents of the Maintenance Agent or the Association with or without workmen at all reasonable time and upon twenty four hours previous notice in writing, save in case of emergency, to enter upon the said Apartment and any every part thereof to view and inspect the state and condition thereof and to take notice of all defects decay and want of repairs that may be found.
- (xxviii) To repair and make good all such defects decays and want of repair to the said Apartment at its costs within 15 days from the date of receipt of such notice.
- (xxix) To allow the allottees of other units in the Building or the Building Complex the rights easements and/or quasi-easements.
- (xxx) To observe the rules and regulations framed by the Lead Promoter or the Association of the Building Complex regarding the manner of the use of the said Apartment and the Common Areas.
- (xxxi) To sign all papers and documents and give his consent as and when required by the Promoters for obtaining sanction of plan for making any addition or alteration in the Common Areas.



[Handwritten signature]

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 DELIVERED

By the **PROMOTER** at Kolkata
in the presence of:

SIGNED SEALED AND DELIVERED

By the **ALLOTTEE** at Kolkata
in the presence of:



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

MEMO OF CONSIDERATION

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

For _____,

Promoter

Witnesses:

1.

2.

Drafted by me

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

