

**DRAFT**

**DEED OF SALE**

This Deed of Sale executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

**By and Between**

**SAUMISH CHANDRA ROY** [PAN ACWPR7450B, Aadhaar No. ....] son of Late Sourish Chandra Roy, by faith – Hindu, by nationality Indian, by Occupation – Businessman residing at 2, Bright Street, Police Station – Karaya, Post Office – Ballygunge, Kolkata – 700 019, represented by his Constituted Attorney, Harsh Jain [PAN No. ACLPJ5319, Aadhaar No. ....] son of Mahendra Kumar Pandya, by faith Jain, by nationality Indian, by occupation Business and residing at 34/1V, Ballygunge Circular Road, P.O. Sarat Bose Road, P.S. Ballygunge, Kolkata-700 019, hereinafter referred to as the “**OWNER**” (which term or expression shall unless be excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, legal representatives, executors, administrators and/or assigns) of the **FIRST PART**.

**AND**

**ARRJAVV BUILDERS PRIVATE LIMITED** [PAN AAMCA3441L], a private limited company incorporated under the provisions of the Companies Act, 1956 as extended by the Companies Act 2013, having its registered office at 54A, Sarat Bose Road, Police Station - Ballygunge, Kolkata – 700 019, represented by its Director/Authorised Signatory Harsh Jain [PAN No. ACLPJ5319, Aadhaar No.

ARRJAVV BUILDER PVT. LTD.



Authorised Signatory

.....] son of Mahendra Kumar Pandya, by faith Jain, by nationality Indian, by occupation Business and residing at 34/1V, Ballygunge Circular Road, P.O. Sarat Bose Road, P.S. Ballygunge, Kolkata-700 019, vide Board Resolution dated 20th October 2022, hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**.

**AND**

[If the Allottee is an individual]

(1) \_\_\_\_\_, having PAN \_\_\_\_\_, having Aadhaar No. \_\_\_\_\_, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_ and (2) \_\_\_\_\_, having PAN \_\_\_\_\_, having Aadhaar No. \_\_\_\_\_, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of \_\_\_\_\_, both/all residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter (jointly/collectively) referred to as the “**ALLOTTEE(S)/ BUYER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include *his/her/their* respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**;

[OR]

[If the Allottee is a company]

\_\_\_\_\_, having PAN \_\_\_\_\_, having CIN \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, represented by its Director/Authorized Signatory \_\_\_\_\_, having PAN \_\_\_\_\_, having Aadhaar No. \_\_\_\_\_, by nationality Indian, by caste Hindu/Muslim/Christian, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE/BUYER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART**;

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, having PAN \_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, represented by its Authorized Partner \_\_\_\_\_, having PAN \_\_\_\_\_, having Aadhaar \_\_\_\_\_, by nationality Indian, by

caste Hindu/Muslim/Christian, son/daughter/wife of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE/BUYER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

\_\_\_\_\_, having PAN \_\_\_\_\_, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, District \_\_\_\_\_, PIN \_\_\_\_\_, State \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE/BUYER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Owner, Promoter and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

## 1. Subject Matter of Conveyance

- (i) Freehold interest in respect of the said Apartment No. .... (defined in Clause \_\_\_ below) having carpet area of ..... Sq. Ft. (built up area of ..... Sq.Ft.) on the ..... floor of Arrjavv Nadia (“Said Building”) (defined in Clause \_\_\_ below) along with verandah/balcony (if any) having Carpet area of ..... Sq. Ft. and along with Exclusive Open terrace (if any) having Carpet area of ..... Sq. Ft. more fully mentioned in Part I of Schedule B hereto and delineated in the map or plan in Red Colour annexed hereto being “Annexure A2”.
- (ii) The right to park ..... Nos. of light motor vehicles at the designated parking areas as sanctioned by the concerned authority in the MLCP/Covered for parking a motor car (s) as permissible under the applicable laws, and more fully described in Part II of Schedule B below.
- (iii) The variable indivisible proportionate share in the buildings Common Portions as mentioned in Schedule C hereunder in which the apartment is situated to be used and enjoyed in common with the occupiers of other apartments of that tower, which proportion shall be the proportion at any point of time of the area of said Apartment to the aggregate area of all apartments in that Tower at such point of times.
- (iv) The right to use on a non-exclusive basis all areas appurtenant to the said Building and such other areas as mentioned in of Schedule C hereunder (Common Portions) and its infrastructures, to be used and enjoyed in common with the occupiers of the said Project ‘Arrjavv Nadia’ (defined in Clause v below) (not only of the segment in which the said Apartment

belongs but also of all other segments, both presently existing or which may at any point of time hereafter be constructed on the said Property) in terms of the master plan attached herewith as Annexure “A1” (which shall be and remain subject to changes and modifications from time to time) and as may be finally provided by the Promoter in terms of the then final master plan.

- (v) Proportionate, variable undivided and impartible interest in the said property comprised in the Buildings and the Common Portions, in the proportion the area of the said Apartment bears to the total area of all the apartments in the said Project ‘Arrjavv Nadia’ at any point of time.

## **2. Background**

The Owner is the absolute and lawful Owner of the property more fully described in Part – I of Schedule “A” (hereinafter referred to as “the Said Property”).

- a. The particulars of the title of the Said Property are more fully described in Part – II of Schedule “A” hereto (hereinafter collectively referred to as “the Devolution of Title”)
- b. The Second Party herein is a Promoter engaged in the development of real estate properties in Kolkata.

- c. By and under the Development Agreement dated 26th July, 2017, made between the above-named Owner as Owner therein and the Promoter hereto as Promoter therein and registered with the office of Additional Registrar of Assurances-I, Kolkata, in Book No I, Volume No. 1901-2017, Pages 180725 to 180792, Being No 190105073 for the year 2017 and an Award dated the 28th April, 2022 by the Arbitral Tribunal comprising of Bhaskar Bhattacharya, Former Chief Justice, Gujarat High Court, Presiding Arbitrator, Subhro Kamal Mukherjee, Former Chief Justice, Karnataka High Court, Arbitrator and Samrat Sen, Senior Advocate, Arbitrator passed as per Memorandum of Settlement dated the 24th April, 2022 made between the abovenamed Owner as claimant therein and the Promoter hereto as respondent and the same submitted before the said Arbitral Tribunal, the Owner had granted the exclusive right of development in respect of the “said Property” pursuant to the Building Plan to be sanctioned by the Kolkata Municipal Corporation and commercial exploitation thereof on the terms and conditions mentioned therein (hereinafter referred to as the said “Development Agreement”).
- d. The said Property is earmarked for the purpose of building a residential project, comprising of multistoried apartment buildings and the said project shall be known as “Arrjavv Nadia” (“said Project”); Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

**3.Registration under the Act:** The Promoter has registered the said Project under the provisions of the Act with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.

**4. Announcement of Sale:** The Promoter formulated a scheme and announced sale of Apartments and parking spaces to prospective purchasers (Transferees).

**5. Application and Allotment to Buyer/Allotee:** The Buyer/Allotee, intending to be a Transferee, upon full satisfaction of the Owners' title and the Promoter's authority to sell, applied for purchase of the Said Apartment and Appurtenances and the Promoter has allotted the same to the Buyer/Allotee, who in due course entered into an agreement for sale dated \_\_\_\_\_ (Said Agreement) for purchase of the Said Apartment and Appurtenances, on the terms and conditions contained therein.

**6. Construction of Said Building:** The Promoter has completed construction of the Said Building.

**7. Conveyance to Buyer/Allotee:** In furtherance of the above, the Owners and the Promoter are completing the Conveyance of the Said Apartment and Appurtenances in favour of the Buyer/Allotee, by these presents, on the terms and conditions contained herein.

**8. Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyer/Allotee confirms that the Buyer/Allotee has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:



**9. Understanding of Scheme by Buyer/Allottee:** The undertaking and covenant of the Buyer/Allottee that the Buyer/Allottee has understood and accepted the under mentioned scheme of development as disclosed by the Promoter:

- a. The Promoter intends to construct additional floors in the Building. For the purpose of construction of the aforesaid additional floors, the Promoter will be entitled from time to time to vary, amend and/or alter the building plans and to carry out construction work accordingly. It is clarified that all the proposed amendments and/or alternations in the building plans may not be done simultaneously and may be carried out by the Promoter in phases and the Buyer/Allottee undertakes not to raise any objection in this regard. This consent shall be considered to be the Buyer/Allottee consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Buyer/Allottee shall not raise any objection or cause any hindrance in the said development / construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Building being affected by such construction. The Buyer/Allottee hereby agrees to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Promoter to complete the development smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter as aforesaid.

- b. The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Project Property, in full or in part, subject to the necessary permission/sanction being granted by the KMC and all other concerned authorities.
- c. Common Portions: The Common Portions of the Said Project that may be usable by the Buyer/Allottee and other Buyer/Allottee(s) on a non-exclusive basis are listed in Schedule C hereunder written.
- d. The common portions, facilities and amenities in the Said Project that may be usable by the Allottee and other allottee/s in the Said Project on a non-exclusive basis are listed in **Schedule C** hereunder written. The Allottee agrees and accepts that the Common Portions of the Said Project may not be provided simultaneously/contemporaneously with offering of possession of the Said Apartment and might be provided only after completion of the Said Project. The Allottee agrees and accepts that it shall not be obligatory for the Promoter to complete the Common Portions of the Said Project (as listed in **Schedule C** below) in all respects prior to handing over of possession of the Said Apartment to the Buyer/Allottee and the Common Portions of the Said Project may be completed/provided only after completion of the Said Project and the Allottee expressly agrees not to raise any objection regarding the same and also further waives the right, if any, to do so.
- e. The Promoter shall, *inter-alia* for and in course of the development Said Project, be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof available on the Said Property, subject to the necessary permission/sanction being granted by the KMC and all other concerned authorities, and construct additional built-up area by way of additional

apartments and/or additional floors on the Said Building, without however changing the floor in which the Allottee's Said Apartment is located.

**10. Satisfaction of Buyer/Allottee:** The undertaking of the Buyer/Allottee to the Owners and the Promoter that the Buyer/Allottee are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer/Allottee and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyer/Allottee hereby accepts the same and shall not raise any objection with regard thereto.

**11. Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Buyer/Allottee to the Owners and the Promoter that the right, title and interest of the Buyer/Allottee are confined only to the Said Apartment And Appurtenances and the Promoter is entitled to deal with and dispose off all other portions of the Project Property and the Said Building to third parties at the sole discretion of the Promoter, which the Buyer/Allottee hereby accepts and to which the Buyer/Allottee, under no circumstances, shall be entitled to raise any objection.

## **12. Transfer**

**12.1 Hereby Made:** The Owners and the Promoter hereby sell, convey and transfer to and unto the Buyer/Allottee, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment and Appurtenances, described in **Schedule B** below, being:

**12.2** Freehold interest in respect of the Apartment No. .... having carpet area of ..... Sq. Ft. (built up area of ..... Sq. Ft) on the ..... floor of Arrjavv Nadia (“Buildings”) along with verandah/balcony (if any) having Carpet area of ..... Sq. Ft and along with Exclusive Open terrace (if any) having Carpet area of ..... Sq. Ft more fully mentioned in Part I of Schedule B hereto and delineated in the map or plan in Red Colour annexed hereto being “Annexure A2”.

- i. The right to park ..... Nos. of light motor vehicles at the designated parking areas as sanctioned by the concerned authority in the MLCP/Covered for parking a motor car (s) as permissible under the applicable laws, and more fully described in Part II of Schedule B below.
- ii. The variable indivisible proportionate share in the buildings common Portions as mentioned in Schedule D hereunder in which the apartment is situated to be used and enjoyed in common with the occupiers of other apartments of that tower, which proportion shall be the proportion at any point of time of the area of said Apartment to the aggregate area of all apartments in that Tower at such point of times.
- iii. The right to use on a non-exclusive basis all areas appurtenant to the Buildings and such other areas as mentioned in of Schedule D hereunder (Common Portions) and its infrastructures, to be used and enjoyed in common with the occupiers of the Project Arrjavv Nadia (not only of the segment in which the said Apartment belongs but also of all other segments, both presently existing or which may at any point of time hereafter be constructed on the said Property) in terms of the master plan attached herewith as

Annexure "A1" (which shall be and remain subject to changes and modifications from time to time) and as may be finally provided by the Promoter in terms of the then final master plan.

- iv. Proportionate, variable undivided and impartible interest in the said property comprised in the Buildings and the Common Portions, in the proportion the area of the said Apartment bears to the total area of all the apartments in Project Arrjavv Nadia at any point of time.

### 13. Consideration and Payment

**13.1 Consideration:** The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Owners and the Promoter in consideration of a sum of Rs \_\_\_\_\_/- (Rupees: \_\_\_\_\_) for the Said Apartment (excluding Goods & Service Tax) based on the carpet area and the price of the Said Parking Space (if any) is Rs \_\_\_\_\_/- (Rupees: \_\_\_\_\_) and part of the Extra Charge computed is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) and the Goods and Service Taxes is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), paid by the Buyer/Allotee to the Owners (through the Promoter) and the Promoter, receipt of which the Promoter hereby and by the Memo and Receipt of Consideration by Owners and Promoter below, admit and acknowledge.

## **14. Terms of Transfer**

**14.1 Title, Sanctioned Plans and Construction:** The Buyer/Allotee has examined or caused to be examined the following and the Buyer/Allotee is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- A. The right, title, interest and authority of the Owners and the Promoter in respect of the Project Property, the Said Building and the Said Apartment and Appurtenances;
- B. The sanctioned plans have been sanctioned by the KMC;
- C. The construction and completion of the Said Building, the Common Portions, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

**14.2 Measurement:** The Buyer/Allotee has measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

**14.3 Salient Terms:** The transfer of the Said Apartment and Appurtenances being affected by this Conveyance is:

- 14.4 Conveyance:** sale within the meaning of the Transfer of Property Act, 1882.
- 14.5 Absolute:** absolute, irreversible and in perpetuity.
- 14.6 Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to lis pendens, attachments, liens, charges, mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.
- 14.7 Subject to:** The sale of the Said Apartment and Appurtenances being affected by this Conveyance is subject to:
- 14.8 Payment of Rates & Taxes:** the Buyer/Allotee regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.
- 14.9 Payment of Monthly Subscription, User Charge for Said Club:** the Buyer/Allotee regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter.
- 14.10 Payment of Maintenance Charge:** The Buyer/Allotee regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Portions,

indicatively described in **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).

**14.11 Observance of Covenants:** The Buyer/Allotee observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.

**14.12 Indemnification by Buyer/Allotee:** indemnification by the Buyer/Allotee about the Buyer/Allotee faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer/Allotee hereunder. The Buyer/Allotee agrees to keep indemnified the Owners and the Promoter and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter and/or their successors-in-interest by reason of any default of the Buyer/Allotee.

## **15. Possession**

**Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment and Appurtenances has been handed over by the Promoter to the Buyer/Allotee, which the Buyer/Allotee admits, acknowledges and accepts.

## **16. Outgoings**

**Payment of Outgoings:** All municipal taxes on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of



possession of the Said Apartment And Appurtenances to the Buyer/Allottee (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer/Allottee.

## **17. Holding Possession**

**Buyer/Allottee Entitled:** The Owners and the Promoter hereby covenant that the Buyer/Allottee shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer/Allottee, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter.

## **18. Further Acts**

**18.1 Owners and Promoter to do:** The Owners and the Promoter hereby covenant that the Owners and the Promoter or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer/Allottee and/or successors-in-interest of the Buyer/Allottee, do and execute or cause to be done and executed all such

acts, deeds and things for further or more perfectly assuring the title of the Buyer/Allottee to the Said Apartment And Appurtenances.

**18.2 Promoter to do:** The Promoter hereby covenant that the Promoter or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer/Allottee and/or successors-in-interest of the Buyer/Allottee, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer/Allottee to the Said Apartment and Appurtenances.

**19. Defect Liability:**

**19.1** The Promoter shall rectify all reasonable construction related defects in the Apartment, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the KMC.

**19.2** It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer/Allottee and/or any other Buyer/Allotees in the Said Project or acts of third party (ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer/Allottee and/or any other Buyer/Allottee person in the Said Project. The Buyer/Allottee is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any

structural members or the construction of any new wall or structural member may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer/Allotee and/or the association of Buyer/Allotee shall have no claim(s) of whatsoever nature against the Promoter in this regard.

**19.3** It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorized modifications or repairs done by the Buyer/Allotee or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipment's (e) accident and (f) negligent use.

**19.4** Warranty for all consumables or equipment's used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Buyer/Allotee ends before the defect liability period and such warranties are covered under the maintenance of the said residential Apartment and if the annual maintenance contracts are not done/renewed by the Buyer/Allotee, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Portions wherever

applicable. The Buyer/Allottee has been made aware and the Buyer/Allottee expressly agrees that the regular wear and tear of the residential Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>o</sup> Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer/Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

## **20. General**

**20.1 Conclusion of Contract:** The Parties have concluded the contract of Conveyance in respect of the Said Apartment and Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

**20.2 Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

## **21. Interpretation**

- 21.1 Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 21.2 Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 21.3 Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 21.4 Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

## **SCHEDULE "A"**

### **PART - I**

#### **("The Said Property")**

**All That** piece or parcel of land containing by measurement an area of 3 Bighas 16 Cottah 1 Chittacks 31.43 sq ft be the same a little more or less together with 2(two) storied building, outhouse and other structures lying erected and/or built thereat commonly known as "ARRJAVV NADIA" situated at Municipal Premises No.2, Bright Street, P.S. Karaya, Ward No.65, Kolkata – 700 019, butted and bounded in the manner following:-

- On the North : By Premises No.42, Jhowtalla Road;  
On the South : By Bright Street;  
On the East : By Premises No.2/1/1A, Bright Street;

On the West : By partly Jhowtalla Road and partly Syed Amir Ali Avenue;

**PART - II**

**[DEVOLUTION OF TITLE]**

- A.** By a registered Indenture of Conveyance dated 9<sup>th</sup> October 1920 (hereinafter referred to as the **1920 Deed**) and made between Smt. Indira Debi therein referred to as the Vendor of the One Part and Maharaja Bahadur Kashinath Chandra Roy therein referred to as the Purchaser of the Other Part and registered at the office of the District Registrar, 24 Parganas (South) in Book No. I Volume No. 119 pages 96 to 100 Being No. 4969 for the year 1920 the said Smt. Indira Debi sold transferred and conveyed unto and in favour of the said Maharaja Bahadur Kashinath Chandra Roy **All That** the piece or parcel of land containing by estimation an area of **4 (four) Bighas** (be the same a little more or less) **Together With** the 2 (two) storied building and other structures standing thereon commonly known as **“NADIA HOUSE”** bearing **Municipal Premises No.2 Bright Street, Kolkata 700 019** (more fully and particularly mentioned and described in the **Schedule** thereunder written and also in the **Part –I of Schedule “A”** hereinabove written (hereinafter referred to as **“the said Property”**) for the consideration therein mentioned.
- B.** The said Maharaja Kashinath Chandra Roy died intestate on the 22<sup>nd</sup> May, 1928 leaving behind him surviving his only son Sourish Chandra Roy as his

only heir and/or legal representative, who had solely and absolutely inherited the estate of his deceased father as also the “said Property”.

- C.** The said Sourish Chandra Roy (hereinafter referred to as the “Deceased”) also died on the 17<sup>th</sup> May 1996 leaving behind him surviving his widow Smt. Tusharika Roy, his married daughter Smt. Rajyasree Ganguli and his only son Saumish Chandra Roy also known as Soumish Chandra Roy as his only heirs and/or legal representatives. At or before his death the “said Deceased” had made and published his Last Will and Testament dated 5<sup>th</sup> January 1993, whereby and whereunder he had appointed Smt. Tusharika Roy, Smt. Rajyasree Ganguli and Saumish Chandra Roy as the joint Executors/Executrix.
- D.** By and under his said Will the “said Deceased” had divided the “said Property” into four parts namely **Lot “A”** containing by estimation an area of **542.50 Square Meters Together With** the building and structures standing thereon being the Northern portion of the “said Property”, **Lot “B”** containing by estimation an area of **623.50 Square Meters** (more or less) together with the structures standing thereon being the West Block of the “said Property”, **Lot “C”** containing by estimation an area of **3800.5725 Square Meters** (more or less) together with the building standing thereon **AND Lot “D”** containing by estimation an area of **124.1875 Square Meters** (more or less) reserved as a common passage.
- E.** By and under his said Will the said Deceased gave bequeathed and devised the said **Lot “B”** unto and in favour of his son Saumish Chandra Roy, the said **Lot “A”** unto and in favour of his daughter Smt. Rajyasree Ganguly and the said **Lot “C”** unto and in favour of his wife Smt. Tusharika Roy absolutely and forever and the said **Lot “D”** to be used as a common passage.

- F.** In pursuance of an application being P.L.A. No. 287 of 1999 filed in the Hon'ble High Court, Calcutta in its testamentary and intestate jurisdiction, the probate in respect of the said Will of the "said deceased" was granted appointing Smt. Tusharika Roy and Saumish Chandra Roy as the Joint Executors.
- G.** By a Deed of Assent dated 10<sup>th</sup> December 1998 made between Smt. Tusharika Roy and Saumish Chandra Roy therein collectively referred to as the Joint Executors of the One Part and Soumish Chandra Roy also known as Saumish Chandra Roy therein referred to as the Beneficiary and/or legatee of the Other Part and registered at the office of the Additional Registrar of Assurances, Calcutta in book No. 1 Volume No. 57 Pages 77 to 88 Being No. 3189 for the year 1998 the said Executors duly assented to the transfer of the said **Lot "B"** containing by estimation an area of **623.50 Square Meters** (more or less) Together With the structures standing thereon being the Western Block of the "said Property" unto and in favour of the said Saumish Chandra Roy, the Owner herein, absolutely.
- H.** By a registered Deed of Gift dated 23<sup>rd</sup> December 1998 made between Smt. Tusharika Roy therein referred to as the Donor of the One Part and Soumish Chandra Roy alias Saumish Chandra Roy therein referred to as the Donee of the Other Part and registered at the office of the Additional Registrar of Assurances, Calcutta in Book No. I Volume No. 7 Pages 444 to 455 Being No. 452 for the year 1999 the said Smt. Tusharika Roy out of natural love and affection which she had for her son namely the Owner herein transferred by way of Gift the said **Lot "C"** containing by measurement an area of **3800.5725 Square Meters** together with the building and structures standing thereon being the northern portion of the "said Property" and/or the entirety of



her right title interest into or upon the “said Property” unto and in favour of the Owner herein absolutely and forever.

- I. In the premises aforesaid, the said Soumish Chandra Roy alias Saumish Chandra Roy, the Owner herein became entitled to the said **Lot “B”** and **Lot “C”** of the “said Property” excepting the said **Lot “A”**, which was bequeathed by the “said Deceased” in favour of his daughter Smt. Rajyasree Ganguli and that the said **Lot “D”** was reserved as common passage meant for common use.
- J. Disputes and differences having arisen between the said Soumish Chandra Roy alias Saumish Chandra Roy of the One Part and his sister, Smt. Rajyasree Ganguly of the Other Part, the said Smt. Rajyasree Ganguly filed an application being G.A. No. 2218 of 2012 in PLA No. 287 of 1997 before the Hon’ble High Court, Calcutta, inter alia for various reliefs relating to Lot “A” of the “said Property”.
- K. Through the intervention of mutual friends and/or well-wishers and for the purpose of causing the said property to be freed of litigation, the said Saumish Chandra Roy and the said Smt. Rajyasree Ganguly decided to settle all disputes and differences on the terms recorded in the Terms of Settlement dated 25<sup>th</sup> July, 2016 and the same was filed in the proceeding pending before the Hon’ble High Court, Calcutta.
- L. Subsequently, a Memorandum of Understanding dated 28<sup>th</sup> April, 2017 (“**MOU**”) was executed between the Owner herein of the One Part and the Promoter Arrjavv Builders Private Limited of the Other Part, whereby the said Promoter had agreed to undertake development of All That the divided and demarcated portion of the said entire property for the consideration and on the terms recorded in the said “**MOU**”.

- M.** The said “MOU” was duly filed in the proceeding being G.A. No.2218 of 2012, whereby the Hon’ble High Court, Calcutta passed order dated 11<sup>th</sup> May, 2017 as per the terms of the said “MOU”.
- N.** In pursuance of order dated 4<sup>th</sup> July, 2017 passed by the Hon’ble High Court, Calcutta, by an Indenture of Conveyance dated 26<sup>th</sup> July, 2017 and made between Smt. Rajyasree Ganguly therein referred to as the Vendor of the One Part and Saumish Chandra Roy therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. 1, Volume No. 1901-2017, pages 162343 to 162371 being No. 190104932 for the Year 2017 the said Smt. Rajyasree Ganguly sold transferred and conveyed the entirety of the said Lot “A” and/or the entirety of her right title or interest into or upon the “said Property” unto and in favour of the said Saumish Chandra Roy for the consideration therein mentioned.
- O.** In view of the above, the said Smt. Rajyashree Ganguli had ceased to have any right over and in respect of the “said Property” including **Lot “A”**.
- P.** In the premises aforesaid, Saumish Chandra Roy, the Owner herein became seized and possessed of or otherwise well and sufficiently entitled as the absolute owner in respect of the “said Property” being “Arrjavv Nadia” bearing Municipal Premises No.2, Bright Street, Kolkata – 700 019, more fully described in *Part-I of Schedule “A”* hereinabove.
- Q.** Vide Gift Deed dated 02/02/2024, registered in Book No 1, Vol No 1604-2024, Pages 37217 To 37229 being No 160401225 for the year 2024, the Owner DONOR, of his own free will and accord, granted and conveyed unto the Kolkata Municipal Corporation all that piece or parcel of the splayed portion of land measuring more or less 0 Cottah 0 Chittack 63.48 Square feet corresponding to 5.898 sq.mt. being a portion of Premises No. 2 Bright Street,

Ward No - 065, Borough - VII, Kolkata - 700019, P.S.: Karaya, P.O.: Ballygunge, free from all encumbrances for the purpose of widening the common passage in front of the said Premises No. 2 Bright Street, Ward No - 065, Borough - VII, Kolkata – 700019.

- R.** In view of the Sri Saumish Chandra Roy the present Owner is the absolute Owner in respect of all that piece and parcel of land measuring **3 Bighas 16 Cottahs 1 Chittacks 31.43 sq ft** (approx.) being Premises No. 2 Bright Street, Ward No - 065, Borough - VII, Kolkata - 700019, P.S.: Karaya, P.O.: Ballygunge.

### **SCHEDULE “B”**

#### **PART – I**

**(“said Apartment”)**

**(THE PROJECT IS UNDER CONSTRUCTION)**

**All That** the Apartment No. .... on the ..... Floor of the Building/Tower being constructed on the land as a part of the Project, having a carpet area of ..... Square Feet more or less with the respective areas of the Balcony/Verandah, being ..... Square Feet more or less.

#### **PART – II**

**(“Car Parking Space”)**

**(THE PROJECT IS UNDER CONSTRUCTION)**

**All That** the ..... numbers of car(s) [Podium (covered/Ground (covered))/Covered (mechanical) Parking Space(s) at the said Project on the land

as identified and designated by the Promoter for the parking of car(s) owned by the Allottee(s) within such space.

**SCHEDULE “C”**

**(COMMON PORTIONS/ COMMON PARTS & FACILITIES)**

Entrance Lobby at the ground level of the buildings	Lobbies on all floors and staircase(s) of the buildings
Lift machine room(s) and lift well(s) of the buildings	Water reservoirs/tanks of the buildings
Water supply pipeline in the buildings (save those inside any apartment)	Drainage and sewage pipeline in the buildings (save those inside any apartment)
Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the buildings	Electricity meter(s) for common installations and space for their installation
Intercom Network in the Buildings, if any	Network of Cable TV/DTH in the Said Building, if any
Broadband connection in the buildings, if any	Firefighting system in the buildings
Lift(s) and allied machineries in the buildings	External walls of the buildings
Ultimate (Open to Sky) Roof Area	Stair Room
CCTV, if any	Amenities & Facilities in the Club

Driveways, fire tender paths, walkways and landscaped green areas	Central drainage & sewage pipeline and central water supply pipeline
Land comprised in the said Property	Banquet Hall with Washrooms & Pantry on the Ground Floor level

### SCHEDULE 'D'

#### (Covenants)

The Buyer/Allottee covenants with the Promoter (which expression includes the body of apartment owners of the Said Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

**1. Satisfaction of Allottee:** The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Conveyance and the Allottee hereby accept the same and shall not raise any objection with regard thereto.

**2. Allottee Aware of and Satisfied with Common Portions and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Portions (described in Schedule E above) and Specifications

(described in Schedule D above) and all other ancillary matters, is entering into this Conveyance. The Allottee has examined and is acquainted with the Said Apartment and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Said Building and/or the Said Apartment and/or the Project Property and/or the Said Apartment **save and except** the Said Apartment and Appurtenances.

**3. Facility Manager:** The Promoter shall hand over management and upkeep of all Common Portions to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that **(1)** the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Portions of the Said Apartment **(2)** the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges **(3)** the Allottee shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager **(4)** the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations **(5)** the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Portions and no superior rights with regard to the Common Portions shall vest in the Facility Manager **and(6)** the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Apartment/Said Apartment.

**4. Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall **(1)** pay the KMC Tax, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Building and/or the Said Apartment and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Allottee, on

the basis of the bills to be raised by the Promoter/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof **and (2)** have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

**5. Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that **(1)** the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and **(2)** the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

**6. Allottee to Pay Interest for Delay and/or Default:** The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be

discontinued to the Allottee and the Allottee shall be disallowed from using the Common Portions Of the Said Project/Said Apartment Included Amenities.

**7. Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment and Appurtenances for all amounts due and payable by the Allottee to the Promoter **provided however** if the Said Apartment and Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.

**8. No Obstruction by Allottee to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Apartment and/or Said Apartment and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.

**9. No Rights of or Obstruction by Allottee:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Conveyance and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.



**10. Allottee to Participate in Formation of Association and Apex Body:** The Allottee admits and accepts that the Allottee and other intending allottees of apartments in the Said Apartment shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Apartment (“**Apex Body**”). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Portions. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body.

**11. Obligations of Allottee:** The Allottee shall:

**(a) Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Said Project, the Said Apartment and the Said Apartment by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

**(b) Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Building, the Said Project, the Said Apartment and the Said Apartment.

**(c) Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment and Appurtenances, wholly and the Common Portions, proportionately from the possession date.

**(d) Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Apartment. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Project Property, and outside walls of the Said Building **save** in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottee.

**(e) Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee uses or allows the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

**(f) No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottee makes any alterations/changes, the Allottee shall compensate the Promoter /the Association (upon formation) (as the case may

be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.

**(g) No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment and Appurtenances or the Common Portions or the Said Building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Allottee shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottee shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Allottee on the inner side of the doors and windows of the Said Apartment. The Allottee shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Allottee that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottee shall install the out-door unit of the same either inside the Allottee's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Apartment, which is beneficial to all.

**(h) No Sub-Division:** not sub-divide the Said Apartment and Appurtenances and the Common Portions, under any circumstances.

**(i) No Changing Name:** not change/alter/modify the names of the Said Building and the Said Apartment from that mentioned in this Conveyance.

**(j) Trade Mark Restriction:** not to use the name/mark **ARRJAVV** in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark **ARRJAVV**.

**(k) No Nuisance and Disturbance:** not use the Said Apartment or the Common Portions or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

**(l) No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

**(m) No Obstruction to Promoter/Facility Manager /Association/ Apex Body:** not obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Portions and not obstruct the Promoter in constructing on other portions of the Said Building and/or the Said Apartment/Said Apartment/Project Property and selling or granting rights to any person on any part of the Said Building/Said Apartment/Said Apartment/Project Property(excepting the Said Apartment and the Said Parking Space, if any).

**(n) No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

**(o) No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Portions.

**(p) No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.

**(q) No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment and the Said Parking Space, if any or the Common Portions.

**(r) No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.

**(s) No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Apartment/Said Building/Said Apartment **save** at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.

**(t) No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.

**(u) No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.

**(v) No Use of Machinery:** not install or operate any machinery or equipment except home appliances.

**(w) No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.

**(x) No Damage to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.

**(y) No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.

**(z) Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Portions, as per statutory requirements. The Allottee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.

**11.1 Notification Regarding Letting/Transfer:** If the Allottee let outs or sells the Said Apartment and Appurtenances, the Allottee shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's/ allottee/s address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment and Appurtenances, the Allottee shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Allottee after payment of all outstanding Common Expenses/Maintenance Charges, if any.

**11.2 No Objection to Construction:** Notwithstanding anything contained in this Conveyance, the Allottee has accepted the scheme of the Promoter to construct/develop the Said Apartment/Said Apartment in phases and to construct on other portions of the Project Property and hence the Allottee has no objection to the continuance of construction in the other portions of the Project Property/the Said Apartment, even after the date of possession notice. The Allottee shall not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.

**11.3 No Right in Other Areas:** Save and except as expressly mentioned in this Conveyance, the Allottee shall not have any right in the other portions of the Project Property/the Said Apartment and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Project Property/the Said Apartment.

**11.4 Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all owners of the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in

the Common Roof and the balance of the top roof of the Said Building shall belong to the Promoter with right of exclusive transfer and the Allottee specifically agrees not to do any act which prevent or hinder such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Promoter shall always have the right of further construction on the entirety of the top roof and the Allottee specifically agrees not to do any act which prevent or hinder such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Building.

**11.5 Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottee, proportionately.

## **12. Said Club:**

**12.1** The Promoter has decided to provide several amenities and facilities in a social and recreational club within the Said Apartment (Said **Club**), intended for use and enjoyment of all allottees of the Said Apartment and select outsiders as be determined by the Club Manager (defined below) at its sole discretion (collectively **Other Members**). It is clarified that (1) the decision of the Promoter as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottee (2) the Other Members shall be given membership of



the Said Club, on such terms and conditions as be decided by the Club Manager (defined below) at its sole discretion and the Allottee hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Said Apartment/Other Members and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Said Apartment/Other Members using all or part of the amenities and facilities provided in the Said Club and (3) the criteria for admission/membership of the Other Members in the Said Club and the terms and conditions of their membership and rules and regulations governing their use of the Said Club and its facilities will be exclusively formulated by the Club Manager (defined below) before the Said Club is made operational.

**12.2 Membership Obligation of Allottee:** Membership of the Said Club being compulsory for all allottees of the Said Apartment, the Allottee (which expression, in the context of the Said Club, means only 1 (one) person if the number of allottee/s under this Conveyance is more than 1 (one), as be nominated *inter se* among the allottee/s) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Conveyance. The Allottee understands and accepts that ( 1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Allottee) will be required to abide by these terms and conditions and rules and regulations **and**( 3) the acceptance by the Allottee of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Conveyance.

**12.3 Membership Scheme of Said Club:** The Allottee understands and accepts that (1) membership of the Said Club shall be open only to the allottees of the Said

Apartment/Said Apartment and the Other Members (2) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (3) Save and except for the Other Members, membership is open only to individuals (i.e. no corporate membership) and if the Allottee is a body corporate, it will be required to nominate 1 (one) occupier of the Said Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force and (7) if an Allottee lets out his/her apartment, he/she may request a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Allottee.

**12.4 Facilities of Said Club:** Notwithstanding anything contained in this Conveyance, the Allottee understands and accepts that the Promoter shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter.

**12.5 Commencement of Operation of Said Club:** The Promoter reasonably expects that the Said Club shall be made operational after the entirety of the Said Project is completed and made ready. The Allottee understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the

Said Club becoming operational and the Allottee shall not raise any claim or objection in this regard.

**12.6 Club Manager:** The Allottee understands and accepts that the Said Club (at the sole discretion of the Promoter) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Promoter, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottee further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the allottees of the Said Apartment/Other Members shall have no right to replace the Club Manager.

**12.7 Membership Fee, Security Deposit and Monthly Subscription:** The Allottee understands and accepts that (1) the Allottee does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Allottee may have to pay separate amounts towards membership fee (2) the Allottee may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottee will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottee resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter and this shall be in addition to the Common Expenses/Maintenance Charges.

**12.8 User Charge:** The Allottee understands and accepts that (1) some facilities of the Said Club will be available for use free of charge by members while other

facilities will be on a pay by use basis **and (2)** the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

**13. Right to enter Apartment for Repairs:** The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Portions of the Said Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said Apartment 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.

**SCHEDULE 'E'**  
**(Common Expenses)**

**1. Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.

**2. Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Said Apartment and the road network, STP etc.

**3. Association:** Establishment and all other capital and operational expenses of the Association of Allottee.

**4. Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.

**5. Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any apartment) walls of the Said Building] and the road network, STP etc.

**6. Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the road network.

**7. Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building and the Said Apartment **save** those separately assessed on the Allottee.

**8. Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

**9. Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

### **Execution and Delivery**

**In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

Executed and delivered by the **OWNER** at  
Kolkata in the presence of:

1.

2.

Executed and delivered by the  
**PROMOTER** at Kolkata in the presence  
of:

1.

3.

Executed and delivered by the  
**ALLOTTEES** at Kolkata in the presence  
of:

1.

2

### A. Memo of Consideration

Received from the within named Allottee the within mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards the full and final consideration for sale of the Said Apartment And Appurtenances, described in the **Schedule C** above, in the following manner:

Sl. No.	Mode	Dated	Bank	Amount (Rs.)
1.	Cheque No. _____	_____	_____ Bank	Rs. _____ .00
2.	Cheque No. _____	_____	_____ Bank	Rs. _____ .00
				<b>Total</b> Rs. _____ .00

**Arrjavv Builders Private Limited**

Represented by its Director

**Harsh Jain**

**[Promoter]**

**Witness:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**Receipt of Consideration**



Received from the within named Buyer/Allotee the within mentioned sum of Rs \_\_\_\_\_/- (Rupees: \_\_\_\_\_) for the Said Apartment (excluding Goods & Service Tax) based on the carpet area and part of the Extra Charge computed is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) and the Goods and Service Taxes is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) towards full and final payment of the Consideration for the Said Apartment And Appurtenances described in Schedule B above.

