

CONVEYANCE

1. **Date:**
2. **Nature of document:** Deed of Conveyance
3. **Parties:**
 - 3.1 **Vendor: IDEAL REAL ESTATES PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013 having its registered office at 50, Jawaharlal Nehru Road, Police Station Shakespeare Sarani, Kolkata-700071 (PAN AAACD9025H), represented by its authorized signatory _____, son of _____, by faith Hindu, by nationality Indian, by occupation Service, working for gain at 50, Jawaharlal Nehru Road, Police Station Shakespeare Sarani, Kolkata – 700071 (PAN _____) authorized vide board resolution dated _____ of the **One Part, and**
 - 3.2 **Purchaser:** (1) _____, son of _____, having PAN _____, by faith _____, by nationality _____, by occupation _____, (2) _____, son of _____ having PAN _____ by faith _____, by nationality _____, by occupation _____, and (3) _____, son of _____, having PAN _____, by faith _____, by nationality _____, by occupation _____, all residing at _____, Police Station _____, Kolkata 700 ___ of the **Other PART**.
 - 3.4 The term “Vendor” shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns.
 - 3.5 The term “**Purchaser**” shall mean and include:
 - (a) If he/she be an individual, then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.
 - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
 - (c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.
 - (d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.

- (e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.

4. **Subject Matter of Sale:**

Sale on ownership basis of the residential apartment described in **Part I of Schedule-G (Said Apartment)** in the Wing named therein (“**said Wing**”) constructed on All That the plot of land measuring about 161 decimals equivalent to about 97.405 cottahs comprised in Dag Nos. 2583 (also known as 120/2583), 626 (also known as 122/626), 2584 (also known as 122/2584), 2585 (also known as 122/2585), 122, 2588, 126, 124, 123 and 2586 (also known as 123/2586) at Mouza Punja Sahapur, J. L. No. 9, Sheet No. 1, Police Station Behala, District 24 Parganas (South) together with several buildings and structures constructed thereon and being present Premises No. 52, Buroshibtala Main Road (previously Premises Nos. 49 and 52, Buroshibtala Main Road and prior thereto being portion of 1 Buroshibtala Main Road and also known as holding no. 1/71, Buroshibtala Main Road) Kolkata 700 038 within Ward No. 117 of the Kolkata Municipal Corporation described in **Schedule-B (Said Land)** together with undivided, impartible, proportionate and variable share in the said Land as be attributable and appurtenant to the said Apartment (“**Land Share**”) together with the right to park a medium sized car in the parking spaces described in **Part II of Schedule G (“Parking Space”)**, if any, together with undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said Wing and the said Land, as be attributable and appurtenant to the said Apartment (“**Share In Common Areas**”) subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 6.1, Clause 6.3** and **Schedule-E**. The Land Share shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the Apartments in the Said Land. The said common areas, amenities and facilities are described in **Schedule C** (collectively **Common Areas**). The said Apartment, the Land Share, the Parking Space, if any, and the Share In Common Areas are hereinafter collectively referred to as “**the said Apartment Unit**” and are described in **Part III of Schedule G**.

5. **Background:**

- 5.1 The Vendor is the absolute and lawful owner of the said Land (morefully described in **Schedule B**) by virtue of the purchase deed executed and registered in favour of the Vendor, details whereof are mentioned in **Schedule A**.
- 5.2 The Vendor has formulated a scheme for the development of the said Land by constructing new buildings primarily for residential purpose, sale of various apartments/spaces, with or without car parking space/s and other appurtenances (collectively **Apartments And Appurtenances**) in the Project

named “*Ideal Paradiso*” (“**Project**”) and usages of common areas and utilities as summarized below.

- 5.3 A Building Plan has been sanctioned by the Kolkata Municipal Corporation (**Corporation**) being Building Permit No. 2018130118 dated 15.09.2018 (**Sanctioned Plans**) and the same shall include all sanctionable/permissible modifications made thereto, if any, from time to time. Pursuant to the Sanctioned Plans, the Vendor has constructed and completed the said Wing and Partial/Full Completion/Occupancy Certificate dated _____ has been issued by the Corporation. The Vendor has registered the Project under the West Bengal Housing Industry Regulation Act, 2017 (“**Act**”) with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under Registration No. _____.
- 5.4 By and under an Agreement for Sale dated _____ and registered at the office of the _____ in Book No. I, CD Volume No. ____, Pages ____ to _____, Being No. _____ for the year _____ (“**Agreement for Sale**”), the Vendor agreed to sell, convey and transfer and the Purchaser agreed to purchase the said Apartment Unit on the terms and conditions contained therein.
- 5.5 The Purchaser has independently examined and/or caused to be examined and made himself fully aware of and has thoroughly satisfied himself about, inter alia, the title of the Vendor, the Sanctioned Plans and other approvals and permissions including the Partial/Full Completion/Occupancy Certificate dated _____, all background papers, the right of the Vendor to enter into the Agreement for Sale and this Deed of Conveyance, the scheme of development indicated in the Agreement for Sale and this Deed of Conveyance and the extent of the rights being granted in favour of the Purchaser and the negative covenants mentioned in the Agreement for Sale and this Deed of Conveyance and the construction of the said Wing, the Common Areas made ready till now and the said Apartment including regarding the quality, specifications, quality of materials used, structural stability, workmanship, Carpet Area, Built-up Area and Super Built-up Areas of the said Apartment and ratio between built-up and super built-up areas and is purchasing the said Apartment Unit pursuant to the Agreement for Sale between the Vendor and the Purchaser and has taken possession of the said Apartment Unit. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration/Total Price and the Additional Liabilities mentioned in the Agreement for Sale. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives his right, if any, to do so. The Purchaser declares and confirms that the construction of the said Wing including the said Apartment Unit and the Common Areas made ready till now is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Vendor has complied with all its obligations and that the Purchaser has no complaint or claim whatsoever against the Vendor on any

account whatsoever and the Purchaser also waives his right, if any, in this regard.

6. Now this Indenture witnesses:

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

6.1.1 In consideration of the Purchaser having paid the Agreed Consideration of Rs. _____/- (Rupees _____ only) as mentioned in **Schedule-F**, the Vendor doth hereby sell, convey and/or transfer to the Purchaser the following:

- (a) The residential apartment, described in **Part-I of Schedule G** (said Apartment);
- (b) Undivided, impartible, proportionate and variable share in the said Land, as be attributable and appurtenant to the said Apartment (Land Share);
- (c) Right to park a medium sized car in the parking space/s, described in **Part-II of Schedule G** hereto (Parking Space), if any; and
- (d) Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the said Wing and the said Land, as be attributable and appurtenant to the said Apartment (Share In Common Areas)

The said Apartment, the Land Share, the Parking Space, if any, and the Share In Common Areas are hereinafter collectively referred to as “**the said Apartment Unit**” and are described in **Part III of Schedule G**.

6.1.2 The term ‘**the said Apartment Unit**’ wherever used in this Deed shall include all the properties and rights mentioned in Clause 6.1.1 hereinbefore which are being hereby sold and/or granted unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

6.1.3 The rights of the Purchaser are limited to ownership of (1) the Said Apartment (2) the Land Share (3) the Share In Common Areas and (4) the Parking Space, if any, and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership contrary to the above and also waives the right, if any, to do so.

6.1.4 The right, title and interest of the Purchaser is confined only to the Said Apartment Unit and the Vendor is entitled to deal with, use, utilise, transfer, alienate, part with possession, and dispose off all other portions of the Said Land/ Project/Said Wing (**Saleable Areas**) to third parties at the sole discretion of the Vendor, which the Purchaser hereby accepts and to which the

Purchaser, under no circumstances, shall be entitled to raise any objection. The Purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest in the other Saleable Areas (including the Private Garden, if any, appurtenant to other Apartments) and/or the properties and rights which are not transferred to the Purchaser. The Purchaser hereby agrees to, accepts and consents to all of the above and irrevocably agrees, undertakes and covenants not to raise any claim or objection for any reason or create or cause to be created for any reason, directly or indirectly, any obstruction, hindrance, impediment, interference or objection whatsoever in any manner relating to or concerning any of the same and/or the exercise of the aforesaid rights and entitlements by the Vendor. The Purchaser irrevocably and unconditionally agrees and undertakes not to have or be entitled to nor to claim any right, title or interest in the Saleable Areas and/or the properties and rights which are not being transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes releases and/or waives in favour of the Vendor and/or the other Apartment Owners, as the case may be, all right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, into or upon the other parts and portions of the said Wing/Project and the said Land excepting those which are being expressly transferred in favour of the Purchaser by this Deed of Conveyance in respect of the said Apartment Unit.

- 6.1.5 All open and covered areas in the Said Land proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of the Agreement for Sale and this Deed of Conveyance and the Vendor shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof. The Purchaser confirms that he has purchased the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Private Gardens attached and/or appurtenant to some of the other Apartments which shall be exclusively owned and used by the respective owners/occupants of those other Apartments.
- 6.1.6 The Purchaser fully comprehends and accepts that (1) the Land Share shall be the proportion which the carpet area of the Said Apartment bears to the total carpet area of all the Apartments in the Said Land (2) if the area of the Said Wing/Said Land is recomputed by the Vendor, then and in such event, the Land Share and the Share In Common Areas shall vary accordingly and proportionately and the Purchaser shall not question any variation (including diminution) therein (3) the Purchaser shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration / Total Price paid by the Purchaser on the ground of or by reason of any variation of the Land Share and the Share In Common Areas (4) the Land Share and Share In Common Areas are not divisible and partible and (5) the Purchaser shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Vendor, in its absolute discretion.
- 6.1.7 It has been mutually agreed by and between the Parties that (1) the Parking Space, if any, taken by the Purchaser can only be used for parking of a

medium sized motor car of the Purchaser and not for any other purpose (2) the Purchaser shall only park such motor car in the Parking Space, if any, and (3) the Purchaser shall not be entitled to deal with the Parking Space without the consent of the Vendor. The Purchaser hereby accepts the above and shall not raise any objection with regard thereto. In case the Purchaser transfers the Said Apartment, the same shall be transferred along with the Parking Space, if any. Parking Space alone cannot be transferred independent of the Said Apartment to any person who is not an Apartment Owner in the Project.

- 6.1.8 Some of the Apartments shall have Private Gardens. The Private Garden, if mentioned in **Part-I** of **Schedule G** hereto, shall have (1) exclusive access from and be attached and appurtenant only to the said Apartment (2) exclusively owned and used by the Purchaser for the purpose of private garden only (3) the Purchaser shall not be entitled to use the same for any other purpose or to make any construction thereon, and (4) the Purchaser shall however be entitled to beautify and landscape the same. The said private garden shall form an integral part of the said Apartment and shall be transferable only as a part of the same and not independently or in any other manner.
- 6.1.9 Notwithstanding anything contained in the Agreement for Sale and/or this Deed of Conveyance, the Purchaser has irrevocably and unconditionally consented to and has no objection and shall under no circumstances have any objection to the Vendor in any manner or for any reason whatsoever (1) modifying the Sanctioned Plans, if necessary (2) constructing, additional floors in the Said Wing and/or additional wings in the Said Land (3) selling/using the Saleable Areas in the additional floors and/or the additional wings in any manner the Vendor desires and the same is and shall be deemed to be the previous written consent under the Act.
- 6.1.10 It has been mutually agreed by and between the Parties that (1) the Vendor shall be required to complete the Common Areas after the Project is completed and (2) all Common Areas shall be used in common by all Apartment Owners of the Project.
- 6.1.11 The Purchaser shall not, directly or indirectly, do any act, deed or thing whereby the construction/developmental work of the Said Apartment And Appurtenances and/or the Said Wing and/or the Project is in any way hindered or impeded. The Purchaser hereby accepts the above and shall not raise any objection with regard thereto.
- 6.1.12 The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Vendor and the Purchaser agrees and undertakes to accept the same notwithstanding there being variations.
- 6.1.13 The right of the Purchaser regarding the Land Share shall be variable depending on further / additional vertical and/or horizontal or other constructions, if any, made by the Vendor from time to time and the Purchaser

hereby irrevocably consents to the same. Any such variation shall not affect the Agreed Consideration/Total Price and the Purchaser undertakes and covenants not to raise under any circumstance any claim in any manner relating to or concerning the same and waives his right, if any.

- 6.1.14 The Vendor shall be entitled at all times to install, display and maintain its name and/or logo on the roofs of the buildings comprised in the Said Land and/or other areas in the said Land by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. For this purpose, the Vendor shall however make payment of the electricity consumed regarding the above on actuals.
- 6.1.15 The Vendor may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendor for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Said Wing / Said Land and no one including the Apartment Owners and the Association shall be entitled to object to or hinder the same in any manner whatsoever. If any refundable Deposit is received from such outside/third parties, then the same shall be made over by the Vendor to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Vendor.
- 6.1.16 The Purchaser shall occupy, use, enjoy and possess the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Apartment Owners and/or the Vendor.
- 6.1.17 The user right of the ultimate top roof of any Wing shall remain common to all Apartment Owners of the Said Wing (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in such Common Roof. The Vendor shall always have the right of further construction on the entirety of the top roof and the Purchaser specifically agrees not to do any act that prevents or hinders such construction. After such construction on the top roof, the roof above such construction shall become the Common Roof for common use of all Apartment Owners of the Said Wing. The Vendor is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to such top/ultimate roof upon further construction and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions.
- 6.1.18 Besides the additions and alterations permissible under the Act and/or Rules framed thereunder, the Purchaser has irrevocably consented to and/or hereby irrevocably consents that the Vendor shall be entitled to construct additional/further floors on and above the top roof of the Said Wing and/or make other constructions elsewhere on the Said Land and shall at its absolute

discretion be entitled to make from time to time additions or alterations to or in the Said Wing / Said Land and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and the same is and shall be deemed to be the previous written consent under the Act. The Purchaser shall not have any right whatsoever in the additional/further constructions and the Purchaser agrees and covenants not to obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Purchaser due to and arising out of the said construction/developmental activity. The Purchaser also admits and accepts that the Vendor and/or employees and/or agents and/or contractors of the Vendor shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Said Wing / Project or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the said Wing / Project, then in that event the Purchaser shall also be liable to pay to the Vendor compensation and/or damages that may be quantified by the Vendor and shall keep the Vendor indemnified in this regard. The Vendor shall, if required, obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/ approved on the basis that the Vendor has an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total number of Common Areas mentioned in Schedule C shall not be reduced to the detriment of the Purchaser.

- 6.1.19 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Vendor and the Vendor shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.
- 6.1.20 Non-enforcement of any right by the Vendor or any indulgence granted by the Vendor to the Purchaser or any other Apartment Owner shall not amount to any waiver of any of the rights of the Vendor.
- 6.1.21 In the event of the Vendor being made liable for payment of any tax (excepting Income Tax), fee, duty, levy, surcharge, cess, imposition or any other liability or any enhancement thereof under any statute or law for the time being in force or introduced/imposed in future (such as Goods and Service Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) (whether payable to the concerned authority by the Vendor or the Allottee) or if the Vendor is advised by its consultant that the Vendor is liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Vendor having agreed to perform the obligations under the Agreement for Sale and/or

this Deed of Conveyance or having entered into the Agreement for Sale and/or this Deed of Conveyance, then and in that event, the Purchaser shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Vendor indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Vendor shall not be liable for the same or any portion thereof under any circumstances whatsoever and it is expressly agreed that the same shall be the liability of the Purchaser and the Vendor shall be entitled to collect/recover the same from the Purchaser. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Vendor's consultant shall be paid by the Purchaser within 15 (fifteen) days of demand being made by the Vendor.

6.1.22 The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to any of the rights and/or entitlements of any other Apartment Owners and/or the Vendor.

6.1.23 The sale of the said Apartment Unit is free from all encumbrances created by the Vendor but together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 6.1, Clause 6.3** and **Schedule-E**, which shall be covenants running with the said Apartment Unit in perpetuity.

6.2 **Covenants of the Vendor:**

6.2.1 The Vendor hereby covenants with the Purchaser that it:

- (a) has received the Agreed Consideration mentioned in **Schedule-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder;
- (b) has the right to sell, transfer and convey the said Apartment Unit to the Purchaser;
- (c) shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against all manner of encumbrances in respect of the said Apartment Unit created by the Vendor;
- (d) shall, at the costs and reasonable requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment Unit unto and in favour of the Purchaser.

6.2.2 The Vendor hereby further covenants with the Purchaser that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** and with the terms, conditions, restrictions, stipulations, obligations and covenants contained in this Deed including in **Clause 6.1, Clause 6.3** and **Schedule E**, peaceably own, hold and enjoy the said Apartment Unit.

6.3 **Covenants of the Purchaser:**

6.3.1 The Purchaser agrees, undertakes and covenants :

- (a) to perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in **Schedule-E (Purchaser's Covenants)** as also elsewhere in this Deed including in particular **Clause 6.1 and Clause 6.3**;
- (b) to pay all outgoings such as maintenance charge and property taxes and all levies, duties, charges, surcharges, rates, taxes and outgoings including but not limited to, service tax, sales tax, GST, Works Contract Tax, betterment and/or development charges and any other tax, duty, levy or charge (**Rates & Taxes**) as also all enhancements and/or new impositions that may be and/or become payable at any time relating to the construction, transfer, ownership or maintenance of the said Apartment Unit and/or relating to the Agreement for Sale and/or this Deed of Conveyance (proportionately for the Said Land and/or the Said Wing and wholly for the Said Apartment Unit), on the basis of the bills to be raised by the Vendor/Facility Manager/Association (upon formation)/ Kolkata Municipal Corporation, such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admits and accepts that the Purchaser shall not claim any deduction or abatement in the aforesaid bills.
- (c) to regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Apartment Units are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the said Wing/Project and/or the transfer, sale or disposal of any apartment or portion of the said Wing/Project and/or any right therein, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendor may suffer or be liable for in this regard;
- (e) not raise any objection or make any claim against the Vendor regarding the title of the Vendor to the said Land, the Sanctioned Plans

and other approvals and permissions, all background papers, the construction and/or the completion of the said Wing/Project and/or the said Apartment Unit including regarding the quality, specifications, materials being used, structural stability, workmanship or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed ratio between built-up and super built-up areas of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause 5.5** hereinbefore and hereby waives the right, if any, regarding the above;

- (f) not question the quantum or apportionment of the Common Expenses mentioned in **Part-IV of Schedule-E (Common Expenses)** or any other matter or the basis thereof as may be decided by the Vendor;
- (g) not object and/or cause any hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-C**) by the Vendor/transferees/ tenants of constructed spaces comprised in the said Wing/Project as has been and/or may be specifically permitted to them in writing by the Vendor;
- (h) not claim any right over and/or in respect of any open land at the said Wing/said Land or in any open or covered areas of the said Wing/said Land which is not meant to be a common area or portion as per the Vendor or in any Parking Spaces (whether covered or open) other than that mentioned in **Part II of Schedule G**;
- (i) not claim any right over and/or in respect of the roofs of the said Wing save and except the right of common use and enjoyment;
- (j) not raise any objection or claim against the Vendor or create any hindrance or obstruction in relation to the rights and entitlements of the Vendor including under Clauses 6.1.4, 6.1.5, 6.1.6, 6.1.9, 6.1.11, 6.1.12, 6.1.13, 6.1.15, 6.1.16 and 6.1.17;
- (k) not object to the use of the Common Areas (mentioned in **Schedule C**) by the other Apartment Owners;
- (l) not object to the Vendor, its agents and/or assigns having the exclusive right at all times to install or set up and/or permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendor for installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the said Wing/Project/said Land or on the roofs of the said Wing and no one including the Apartment Owners (including the Purchaser) and the Association shall be entitled to object or to hinder the same in any manner whatsoever;

- (m) not to hinder, obstruct or object to the Vendor erecting, installing, displaying and maintaining and/or to permitting and/or granting rights to outside/third parties to erect, install, display and maintain hoardings, display-signs, neon-signs, lighted displays etc. on the roofs of the said Wing and/or other areas in the said Wing and/or the said Land against payment of consideration/charges to the Vendor. Any revenue that may be earned, whether one-time or recurring, from such hoardings, display-signs, neon-signs, lighted displays etc. shall accrue to the Vendor exclusively and the Purchaser or the Association shall have not any claim regarding the same. For this purpose, the Vendor shall however make payment of the electricity consumed regarding the above on actuals;
- (n) pay all fees and charges and cause mutation in the name of the Purchaser in the records of Kolkata Municipal Corporation, within 30 (thirty) days from the date of registration of the Deed of Conveyance of the Said Apartment Unit;
- (o) pay all amounts that are payable by the Purchaser under the Agreement for Sale and/or this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement for Sale and/or this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;
- (p) pay all future betterment/development charges etc. relating to the said Apartment Unit and/or the said Wing/Project/said Land;
- (q) pay the sales tax, VAT, service tax, works contract tax, GST, betterment fee, development charges and any other tax, duty levy or charge that may be imposed or charged regarding the said Apartment Unit, the said Wing/Project/said Land within (15) fifteen days of demand without raising any objection whatsoever regarding the same; and
- (r) pay the stamp duty and registration fee and all other taxes, levies and other allied expenses on all papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time within (15) fifteen days of demand without raising any objection whatsoever regarding the same.

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

6.4 Completion of Construction and Possession:

- 6.4.1 The Partial/Full Completion/Occupancy Certificate has been issued by the Corporation and the Vendor has on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Apartment Unit. The Purchaser has taken possession of the said Apartment after inspection and fully satisfying himself/herself in all respects with the Sanctioned Plans sanctioned by the Corporation, construction of the said Wing, the Common Areas made ready till now and the said Apartment (including the quality and specifications thereof, the carpet area, built up area and the super built up area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the said Wing) and confirms that he/she/they has/have no claim of whatsoever nature against the Vendor on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendor under any circumstances whatsoever.
- 6.4.2 The Purchaser is entitled to use and occupy the said Apartment Unit for residential purpose and for no other purpose.
- 6.4.3 On and from the date of possession, the Purchaser is responsible for the internal security of the said Apartment Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Vendor shall not have any responsibility or liability whatsoever in this regard.

Schedule-A ("Details of Purchase Deed of the Vendor")

Deed of Conveyance dated 20th June, 2013 registered at the office of the District Sub-Registrar – II, South 24 Parganas in Book No. I, CD Volume No. 14, Pages 5180 to 5235, Being No. 07370 for the year 2013

Schedule-B ("said Land")

All That plot of land measuring about 161 decimals equivalent to about 97.405 cottahs comprised in Dag Nos. 2583 (also known as 120/2583), 626 (also known as 122/626), 2584 (also known as 122/2584), 2585 (also known as 122/2585), 122, 2588, 126, 124, 123 and 2586 (also known as 123/2586) at Mouza PunjaSahapur, J. L. No. 9, Sheet No. 1, Police Station Behala, District 24 Parganas (South) together with several buildings and structures constructed thereon and being present Premises No. 52, Buroshibtala Main Road (previously Premises Nos. 49 and 52, Buroshibtala Main Road and prior thereto being portion of 1 Buroshibtala Main Road and also known as holding no. 1/71, Buroshibtala Main Road) Kolkata 700 038 within Ward No. 117 of

the Kolkata Municipal Corporation, delineated on the **Plan A** annexed hereto and bordered in colour **Red** thereon.

Schedule - C
(“Common Areas”)

- A. Common Areas as are common between the Apartment Owners of a Wing:
1. Areas:
 - (a) Covered paths and passages, lobbies, staircases, landings of the Wing and open paths and passages appurtenant or attributable to the Wing.
 - (b) Stair head room, caretaker room and electric meter room of the Wing.
 - (c) Lift machine room, chute and lift well of the Wing.
 - (d) Common installations on the Common Roof.
 - (e) Common staff toilet in the ground floor of the Wing.
 - (f) Common Roof above the ultimate /final top floor of the Wing.
 2. Water and Plumbing:
 - (a) Overhead water tank, water pipes and sewerage pipes of the Wing (save those inside any Apartment).
 - (b) Drains, sewerage pits and pipes within the Wing (save those inside any APARTMENT) or attributable thereto.
 3. Electrical and Miscellaneous Installations:
 - (a) Electrical Installations including wiring and accessories (save those inside any Apartment) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the Apartments in the Wing and Common Areas within or attributable to the Wing.
 - (b) Lift and lift machinery of the Wing.
 - (c) Fire fighting equipment and accessories in the Wing.
 4. Others:

Other areas and installations and/or equipment as are provided in the Wing for common use and enjoyment.
- B. Common Areas as are meant for common use of all the Apartment Owners of the Said Land/Project:
1. Areas:
 - (a) Open and/or covered paths and passages inside the Said Land.
 - (b) Boundary wall around the periphery of the Said Land and decorative gates for ingress and egress to and from the Said Land.
 - (c) Visitors' car park.
 2. Water and Plumbing:
 - (a) Centralized water supply system for supply of water in common to all Wings in the Said Land.
 - (b) Main sewer, drainage and sewerage pits and evacuation pipes for all the Wings in the Said Land.

(c) Pumps and motors for water system for all Wings and Common Areas of the Said Land.

3. Electrical and Miscellaneous Installations:

- (a) Wiring and accessories for lighting of Common Areas of the Said Land.
- (b) Installation relating to sub-station and common transformer for the Said Land.
- (c) Generator(s)/Standby Power Source and accessories for provision of stand by power to the Common Areas of the Said Land.
- (d) Common fire fighting equipment for the Said Land.

4. Community Hall with attached lawn

5. Gymnasium

6. Swimming Pool with Jacuzzi

7. Others:

Other Common Areas and installations and/or equipment as are provided or may be provided in future in the Said Land for common use and enjoyment of all Apartment Owners.

Notes:

1. It is however expressly made clear that the Private Garden attached and/or appurtenant to some of the Apartments shall not form part of the Common Areas under any circumstance.

2. It is further expressly made clear that the space(s) reserved for the covered or open car parking spaces allotted to some apartment owners and in respect of which "Right to Use" has been given or the space reserved or alienated to any third party shall not form part of the Common Areas under any circumstance.

Schedule - D
("Easements & Restrictions")

The Purchaser and/or the other owners of the other Apartment Units in the Project from time to time including the Vendor shall be entitled to and also bound by the following easements and/or conditions:

- 1. The right of ingress to and egress from their respective Apartments over the common paths, passages, lobbies and lifts mentioned in **Schedule-C**.
- 2. The right of passage of wires, cables, pipes and drains and other equipment and of utilities including connections for water, electricity, telephone, cable-

TV and all other utilities to and through each and every portion of the said Land including all the Apartments therein.

3. The right of support, shelter and protection of each portion of the said Wing by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Apartments in the said Wing/Project or necessary for the exclusive use or enjoyment thereof by the Apartment Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E**.
5. The right of the Vendor/Association/Facility Manager/Apartment Owners, with or without workmen, and necessary materials to enter into all parts of the said Wing/said Land, including all the Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be required in emergent circumstances.
6. The said Apartment Unit shall not be partitioned by metes and bounds and shall not be sold or transferred in parts by the Purchaser.
7. The Purchaser shall not:
 - 7.1 make any change or alteration affecting the structural strength of the beams, columns, walls etc. and/or structural stability of the said Wing and/or any internal addition, alteration and/or modification in or about the said Apartment save in accordance with the Building Regulations and the Rules of the Facility Manager/Association including those mentioned in clause 5 in **Part-II** of **Schedule-E** and without affecting the structural stability in any manner and only after obtaining necessary permissions for the same;
 - 7.2 claim any right of preemption or otherwise regarding any of the other Apartment Units or any portion of the said Wing and/or the said Land;
 - 7.3 make any claim of any nature whatsoever with regard to the said Land/ said Wing besides the said Apartment Unit sold and transferred hereby and the common enjoyment of the Common Areas; and/or
 - 7.4 make any claim of any nature whatsoever against any person who has been granted any right by the Vendor in respect of the said Land/ said Wing/Project not affecting the rights hereby granted to the Purchaser nor against the Vendor with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

Schedule-E
(“Purchaser’s Covenants”)

Part I
(“Specific Covenants”)

1. In addition to the obligations of the Purchaser mentioned elsewhere in the Agreement for Sale and this Deed of Conveyance, the Purchaser has agreed and covenanted to:
 - (a) co-operate in the management and maintenance of the Said Wing, the Said Land and the Common Areas by the Vendor/Facility Manager/Association (upon formation), as applicable.
 - (b) observe the rules, restrictions and bye-laws framed from time to time by the Vendor /Facility Manager/Association (upon formation) for the beneficial common enjoyment of the Said Wing, the Said Land and the Common Areas.
 - (c) make timely payment for electricity and other utilities consumed in or relating to the Said Apartment Unit from the date of possession and/or from the date of registration of this document which ever is earlier.
 - (d) 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 Vendor or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Purchaser 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 Wing, the Said Land and outside walls of the Said Wing save in the manner indicated by the Vendor /Facility Manager/Association (upon formation).
 - (e) use the Said Apartment for residential purpose only. Under no circumstances shall the Purchaser use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Purchaser shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummary, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
 - (f) repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes, etc. inside the Said Apartment, at the cost of the Purchaser.
 - (g) ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
 - (h) use the spittoons/dustbins located at various places in the Said Land.

- (i) not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Wing and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.
- (j) not alter, modify or in any manner change the structure or any civil construction in the Said Apartment Unit and/or the Said Wing and in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and/or columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring or pipelines or otherwise. The Purchaser shall not install any dish-antenna on the balcony and/or windows of the Said Wing and/or on any external part of the Said Wing and/or the roof thereof. In the event the Vendor and/or the Association and/or the Sanctioning Authority comes to know of any change made by the Purchaser then the Vendor and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Purchaser. In the event any change is made by the Purchaser after the execution and registration of this Deed of Conveyance, then also the Vendor and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Purchaser. The Purchaser shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Purchaser.
- (k) not install any type of air-conditioners (window or split) in the Said Apartment and /or any part of the Said Wing since air conditioning has been done by the Vendor in respect of the Said Apartment provided however that the Purchaser shall be responsible at the Purchaser's own costs for maintenance, repairs and replacement of the air conditioning equipment provided by the Vendor .
- (l) not install any collapsible gate on the main door/entrance of the Said Apartment.
- (m) not sub-divide the Said Apartment Unit and the Common Areas, under any circumstance.
- (n) not change/alter/modify the names of the Said Wing and the Project from that mentioned in the Agreement for Sale and/or this Deed of Conveyance.
- (o) not use the Said Apartment or the Common Areas or the 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 Project and/or the neighboring 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 others.

- (p) not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (q) not obstruct the Vendor /Facility Manager/Association (upon formation) in their acts relating to the Common Areas and not obstruct the Vendor in constructing on other portions of the Said Wing /Said Land and/or selling or granting rights to any person on any part of the Said Wing/Said Land.
- (r) not obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Parking Space, if any.
- (s) not violate any of the rules and/or regulations laid down by the Vendor /Facility Manager/Association (upon formation) for the use of the Common Areas.
- (t) not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (u) not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Parking Space, if any, the Said Wing, the Common Areas and the Said Land, including but not limited to acts of vandalism, putting up posters and graffiti etc.
- (v) not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment, the Parking Space, if any, the Common Areas, the Said Wing and/or the Said Land.
- (w) not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the Said Apartment/Said Wing save at the place or places provided therefor provided that this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Apartment.
- (x) 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.
- (y) not install or keep or run any generator in the Said Apartment and the Parking Space, if any.
- (z) not misuse or permit to be misused the water supply to the Said Apartment.

- (aa) not damage the Common Areas in any manner and if such damage is caused by the Purchaser or the family members, invitees, servants, agents or employees of the Purchaser, the Purchaser shall compensate for the same.
 - (ab) not hang or cause to be hung clothes from the balconies of the Said Apartment.
 - (ac) not smoke in public places of the Said Land and the Purchaser and the Purchaser's guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.
 - (ad) not pluck flowers or stems from the gardens.
 - (ae) not throw or allow to be thrown litter in the Common Areas of the Said Wing/Said Land.
 - (af) not trespass or allow trespass over lawns and green plants within the Said Land.
 - (ag) not overload the passenger lifts and move goods only through the staircase of the Said Wing.
 - (ah) not use the lifts in case of fire.
 - (ai) not cover the Common Areas, fire exits and balconies/terraces (if any) of the Said Apartment.
 - (aj) make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Vendor, the Facility Manager and/or Association in terms of the Agreement for Sale and this Deed of Conveyance as also to pay all others taxes payable by the Purchaser in terms of the Agreement for Sale and this Deed of Conveyance.
2. If the Purchaser lets out or transfers the Said Apartment Unit, the Purchaser shall immediately notify the Vendor/Facility Manager/Association (upon formation) of the tenant's/transferee's address and telephone number.
 3. The Purchaser shall not have any right, title, interest, claim or entitlement whatsoever over or in respect of the Said Land/Said Wing save and except the said Apartment Unit and the Purchaser shall not raise any dispute or make any claim with regard to the Vendor either constructing or not constructing on the said other portions of the Said Land/Said Wing.
 4. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction

or impediment for any reason or in any manner whatsoever relating to the Project or concerning the development, construction and completion of the said Wing including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the said Land and/or the said Wing.

5. The Parties have mutually agreed and accepted the measurement of the Said Apartment as mentioned in the Agreement for Sale and this Deed of Conveyance including the carpet area thereof and the area of the private garden, if any, attached thereto and the built-up area of the Said Apartment shall be 27% (twenty seven per cent) less than the super built-up area. The Purchaser hereby confirms accepts and assures the above and shall not raise any objection with regard thereto.
6. The Project shall always be known as “**IDEAL PARADISO**”. The Association, the Purchaser or the Apartment Owners shall not be entitled to change the said name under any circumstances whatsoever.
7. The Purchaser shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Apartment Owners (either express or implied) and the Purchaser shall be responsible to the Vendor for fulfillment of the Purchaser’s obligations irrespective of non-compliance by any other Apartment Owner.
8. The Purchaser may transfer and alienate the said Apartment Unit provided that the same shall not be in any manner be inconsistent with the Agreement for Sale and/or this Deed of Conveyance and the covenants contained in the Agreement for Sale and/or herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall be bound by the same terms, conditions, agreements, covenants, stipulations, obligations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of the Agreement for Sale and/or this Deed of Conveyance.
9. The Purchaser shall not claim any partition of the land comprised in the said Land.
10. The Purchaser shall use and enjoy the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Apartment Owner and/or the Vendor and/or the lawful rights of any third party.
11. The Purchaser shall be responsible for and shall keep the Vendor and the Facility Manager and the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the said Wing / said Land or to any person due to any negligence or any act deed or thing or omission made done or occasioned by

the Purchaser and shall be responsible for and shall keep the Vendor and the Facility Manager and the Association indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor and the Facility Manager and the Association as a result of any act, omission or negligence of the Purchaser or the servants agents licensees or invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in these presents.

12. If the Purchaser is a resident outside India, then it shall be his sole obligation and liability to comply with the provisions of all applicable laws including Foreign Exchange Management Act, 1999 (FEMA) and all other necessary requirements, rules, regulations, guidelines, etc. of the government or any other authority from time to time, relating to purchase and ownership of the said Apartment Unit.

Part - II **(“Association”)**

1. The said Wing / said Land shall be initially managed and maintained by the Vendor. The Vendor may hand over management and upkeep of all Common Areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render day to day services with regard to the Common Areas (2) the Facility Manager shall levy and collect the Maintenance Charge (3) the Purchaser shall be bound to pay the Maintenance Charge to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Purchaser and it shall be deemed that the Facility Manager is rendering the services to the Purchaser for commercial consideration (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and (6) the Facility Manager may be appointed and/or replaced by the Vendor or the Association (upon formation) from time to time.
2. The Vendor shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Vendor shall not be entitled to be recognised by the Vendor and shall not have any right to represent the Apartment Owners or to raise any issue relating to the said Wing / said Land. The maintenance of the said Wing / said Land shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the said Wing / said Land and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the said Wing / said Land to the Association, the Vendor shall transfer and make over the Deposits to the Association after adjusting its dues, if any. Notwithstanding formation of the Association, the Facility Manager may look after the maintenance of the Common Areas. Each Purchaser will be

entitled to cast one vote irrespective of the size of his Apartment. The Purchaser shall assist the Vendor in all respects in the initial process of formation of the Association and accept and sign the documents relating to the formation of the Association as prepared at the instance of the Vendor.

3. All the Apartment Owners including the Purchaser shall become members of the Association with voting rights without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Vendor.
4. All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Vendor and the Purchaser hereby consents to accept and sign the same.
5. The Said Apartment Unit shall be owned by the Purchaser subject to such rules and regulations as may be made applicable by the Association (upon formation) from time to time. The Purchaser shall accept, without any objection of any nature whatsoever, the rules and regulations of the Association (**Rules**). The Rules of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
6. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the said Land/Project including the Purchaser herein.
7. The Purchaser shall from the date of possession, use the said Apartment Unit subject to all restrictions as may be imposed by the Vendor or the Association (upon formation) and shall use and enjoy the said Apartment Unit in the manner not inconsistent with the Purchaser's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Apartment Owner and/or the Vendor.
8. The maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charge.
9. Notwithstanding anything contained elsewhere herein, the Purchaser hereby consents and confirms not to raise any objection regarding the employees such as watchmen, security staff, caretaker, liftmen, sweepers etc. for the common purposes appointed by the Vendor / Facility Manager being employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Vendor / Facility Manager.

10. The Purchaser shall:
 - 10.1 diligently observe, perform and comply with the Rules;
 - 10.2 co-operate with the Facility Manager and the Association and its other members in all its activities;
 - 10.3 contribute / pay all the costs and expenses of the Facility Manager / Association, as may be levied upon the Purchaser by the Facility Manager / Association, within the dates due therefor.
11. Apportionment of any liability of the Purchaser in respect of any expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to the Agreement for Sale or this Deed of Conveyance or otherwise shall be Proportionate.
12. The Facility Manager / Association shall be entitled to revise and increase the Proportionate Contribution/Maintenance Charge from time to time and the Purchaser shall not be entitled to object thereto.
13. The Purchaser shall pay Maintenance Charge on the basis of the bills to be raised by the Vendor / Facility Manager/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admits and accepts that (1) the Purchaser shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Vendor / Facility Manager/ Association (upon formation). The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Vendor /Facility Manager/Association (upon formation), within the prescribed due date, failing which the Purchaser 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 Vendor /Facility Manager/Association (upon formation), as the case may be. The Purchaser also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services, facilities and utilities shall be discontinued to the Purchaser and the Purchaser shall be disallowed from using the Common Areas including water supply, electricity, user of lift etc.
14. The maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charge.

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

Part – III
(“Management & Maintenance”)

1. The Vendor shall be treated as Apartment Owners in all matters related to the Facility Manager/Association in respect of the Apartments, which have not been transferred by the Vendor.
2. All payments for common purposes, taxes, mutation charges and all other outgoings shall be made to and kept with the Facility Manager/ Association.
3. The Apartment Owners may change, alter, add to or modify the Rules of the Association and frame such other rules, regulations and/or bye-laws for the common purposes, the quiet and peaceful enjoyment of the Apartments by their respective owners or for the mutual benefit of the Apartment Owners provided the same are not contrary to this Deed.
4. The Facility Manager/ Association shall function at the costs of the Apartment Owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations of first class standard and for unforeseen eventualities. The Maintenance Charges payable by the Purchaser with effect from the date of possession and/or from the date of registration of this document, which ever is earlier, shall be payable on a monthly basis. For the first 12 (twelve) months the Maintenance Charges shall be at the fixed rate of Rs. ____/- (Rupees _____ only) plus Goods

and Service Tax per square feet per month on built-up area of the said Apartment. Such Fixed Maintenance Charge shall (1) be fully adjusted by the Vendor against the Common Expenses for the said limited period of 12 (twelve) months only (2) be a fixed payment after payment of which the Purchaser shall have no further obligation to pay any other amount towards Maintenance Charge for the said period of 12 (twelve) months save and except the running and operational expenses including the cost of diesel for the generators which is not included in the above mentioned Fixed Maintenance Charge and will be charged proportionately and separately at actual (3) be fully appropriated by the Vendor without obligation of any accounting and (4) be handed over by the Vendor to the Association, if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Vendor shall handover only the proportionate balance remaining of the Fixed Maintenance Charge to the Association. It is clarified that (1) the Said Land/Project may be maintained through the Facility Manager, in which event all payments (other than Fixed Maintenance Charge) shall be made by the Purchaser to the Facility Manager, after the said period of 12 (twelve) months or earlier if the Association is formed, and (2) the supervision of maintenance of the Said Land/Project shall be handed over by the Vendor to the Association, as soon as be practicable, so that the Association may deal directly with the Facility Manager.

5. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.
6. The Association shall pay all rates, taxes and outgoings, including for insurance (**Outgoings**) for the said Wing / said Land, which are not separately charged or assessed or levied on the Apartment Owners. Proportionate amounts shall be contributed by all Apartment Owners, including the Purchaser.
7. If the Facility Manager / Association has to make any payments, including Outgoings due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 days of payment by the Facility Manager / Association.
8. The Purchaser shall make all payments, called upon to pay by the Facility Manager / Association from the Purchaser, within 7 (seven) days of the due date or of receiving demand in writing for the same.
9. All rights and obligations of the Association shall be the rights and obligations of the Facility Manager / Vendor until the Association is formed and starts functioning effectively.

Part - IV **(“Common Expenses”)**

1. **Maintenance:** All costs and expenses of maintaining, operating, painting, decorating, white-washing, repairing, replacing, redecorating, rebuilding, re-constructing, lighting and renovating the Common Areas including all exterior

and interior walls (but not inside any Apartment) and in particular the Common Roof to the extent of leakage to the upper floors.

2. **Operational:** All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Areas including transformer, generator, lift, water pump changeover switches, light, and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and also the costs of repairing, renovating and replacing the same.
3. **Staff:** The salaries and all other expenses of the staff to be employed for the common purposes viz. manager, caretaker, security personnel, clerks, liftmen, sweepers, plumbers, electricians etc. and other maintenance persons including their bonus and other emoluments and benefits.
4. **Taxes & Levies:** Rates & Taxes and levies, surcharge, cess and all other outgoings for the Common Areas or for the Said Land **save** the taxes determined and payable by the Apartment Owners for their respective Apartments upon separate assessment.
5. **Association:** Establishment and all other expenses of the Association or any agency looking after the Common Areas.
6. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses if thought fit by the Association (upon formation).
7. **Facilities:** All charges, deposits, costs and expenses incurred for the supply, installation, maintenance, upkeep and running of the facilities as more fully described in the **Schedule C** above.
8. **Insurance:** All premiums and payments in respect of taking out insurance policy covering the Said Land, periodically.
9. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment and for the Common Areas and common purposes.
10. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
11. **Others:** All other expenses and/or outgoings as may be determined by the Vendor /Facility Manager/Association (upon formation) for the common purposes.

Part – V
(“Mutation, taxes and impositions”)

1. The Purchaser shall pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation within 30 (thirty) days from the date of registration of the Deed of Conveyance of the Said Apartment Unit without in any way making or keeping the Vendor liable and/or responsible in this regard on any account whatsoever. The Vendor shall at the request of the Purchaser co-operate with the Purchaser in this regard and shall sign necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Vendor or the Facility Manager, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees thereof from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 7 days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 18 per cent per annum with quarterly rests.
3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the said Wing / said Land (**Impositions**) shall be proportionately borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of possession or the date of registration of this document, which ever is earlier.
6. The Facility Manager shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

Schedule - F
("Agreed Consideration")

Agreed Consideration/Total Price for the sale of the said Apartment Unit as defined in this Deed including all rights agreed to be transferred in favour of the Purchaser in terms of Clause 6.1 hereof. **Rs.** _____/-

(Rupees _____ only)

Schedule - G

Part-I
(“Said Apartment”)

Residential Apartment No. _____, on the _____ floor, measuring carpet area approximately ____ (_____) square feet, built-up area approximately ____ (_____) square feet, super built-up area approximately ____ (_____) square feet, together with a Private Balcony/Verandah/Garden/Terrace measuring about ____ (_____) square feet comprised in the Wing named _____ forming part of the Project named ***Ideal Paradiso***, constructed on the Said Land described in **Schedule B** above. The layout of the Said Apartment is delineated on the **Plan B** annexed hereto and bordered in colour **Red** thereon.

PART-II
(“Parking Space”)

Right to park __ (____) medium sized car in the _____ Parking Space in the _____ areas of the Said Land.

Part III
(“Said Apartment Unit”)

The Said Apartment, being the apartment described in **Part I** of **Schedule G** above.

The right to park in the Parking Space described in **Part II** of **Schedule G** above.

The Land Share, being undivided, impartible, proportionate and variable share in the Said Land described in **Schedule B** above, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of the Agreement for Sale and this Deed of Conveyance.

The Share In Common Areas, being undivided, impartible, proportionate and variable share and/or interest in the Common Areas described in **Schedule C** above, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of the Agreement for Sale and this Deed of Conveyance.

9. Execution and Delivery:

In Witness Whereof the parties have executed these presents on the day, month and year first above written.

Executed and Delivered by the Vendor

at Kolkata in the presence of:

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

Prepared by :

R. Ginodia & Co.
Advocates
7C, Kiran Shankar Roy Road
Kolkata-700 001.

RECEIVED of and from the within-named Purchaser the within-mentioned sum of Rs. _____/- (Rupees _____ only) being the agreed total consideration money payable to the Vendor.

WITNESSES :

DATED THIS DAY OF 2018
=====

BETWEEN

Ideal Real Estates Private Limited
... VENDOR

AND

... PURCHASER

CONVEYANCE

Apartment Unit No. __ Wing “__”

R. Ginodia & Co.
Advocates
7C, Kiran Shankar Roy Road
Kolkata – 700 001