

## DEED OF CONVEYANCE

This Deed of Conveyance (“Deed”) made at \_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_, 20\_ amongst

**EXCEL NIRMAN PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 with CIN U45400WB2007PTC117308, having its registered office at 54 E/1 Matheswartolla Road, Kolkata – 700 046, P.S. \_\_\_\_, P.O. \_\_\_\_, having PAN No. AABCE8190R, represented by **Mr.** \_\_\_\_\_ (Aadhar No. \_\_\_\_), son of Mr. \_\_\_\_, by faith – \_\_\_\_, by occupation – \_\_\_\_, by nationality – \_\_\_\_, working for gain at \_\_\_\_, having personal PAN No. \_\_\_\_, as authorised signatory, duly authorised *vide* resolution dated \_\_\_\_ (hereinafter referred to as the “**Promoter**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **FIRST PART**;

**AND**

**SALARPURIA SATTVA REALTY LLP**, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 5, Chittaranjan Avenue, 1<sup>st</sup> floor, P.S. Bowbazar, P.O. \_\_\_\_, Kolkata – 700 072, having PAN No. ACPFS9046R, represented by **Mr.** \_\_\_\_ (Aadhar No. \_\_\_\_), son of Mr. \_\_\_\_, by faith – \_\_\_\_, by occupation – \_\_\_\_, by nationality – \_\_\_\_, working for gain at \_\_\_\_, having personal PAN No. \_\_\_\_, as authorised signatory, duly authorised *vide* resolution dated \_\_\_\_ (hereinafter referred to as the “**Developer/ Confirming Party**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **SECOND PART**;

**AND**

**MR./MS.** \_\_\_\_ (Aadhar No. \_\_\_\_), son/daughter/wife of \_\_\_\_, aged \_\_\_\_ years, by nationality \_\_\_\_, having his/her permanent residence at \_\_\_\_ and having PAN No. \_\_\_\_, (hereinafter referred to as the “**Purchaser**”, which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

**OR**

\_\_\_\_, a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]\*, with its registered office at \_\_\_\_ and having PAN No. \_\_\_\_ and CIN No. \_\_\_\_, represented herein by Mr./Ms. \_\_\_\_ (Aadhar No. \_\_\_\_), son/daughter of Mr./Ms. \_\_\_\_, by nationality - Indian, aged \_\_\_\_ years, having PAN No. \_\_\_\_, duly authorised *vide* board resolution dated \_\_\_\_ (hereinafter referred to as the “**Purchaser**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**;

**OR**

\_\_\_\_, a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]\*, having its principal place of business at \_\_\_\_ and having PAN No. \_\_\_\_, represented herein by its authorised partner Mr./Ms. \_\_\_\_ (Aadhar No. \_\_\_\_), son/daughter of Mr./Ms. \_\_\_\_, Indian, aged \_\_\_\_ years, having PAN No. \_\_\_\_, duly authorised *vide* resolution dated \_\_\_\_ (hereinafter referred to as the “**Purchaser**”, 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, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**;

**OR**

**MR.** \_\_\_\_ (Aadhar No. \_\_\_\_), son of Mr. \_\_\_\_, Indian, aged \_\_\_\_ years, having PAN No. \_\_\_\_, for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_ HUF, having its place of business/ residence at \_\_\_\_ and having PAN No. \_\_\_\_ (hereinafter referred to as the "**Purchaser**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include 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**;

**AND**

\_\_\_\_, a \_\_\_\_ incorporated under \_\_\_\_, having its registered office/ principal place of business at \_\_\_\_, represented by its authorized signatory **Mr.** \_\_\_\_ (Aadhar No. \_\_\_\_), son of \_\_\_\_, by faith – \_\_\_\_, by occupation – \_\_\_\_, by nationality - \_\_\_\_, presently residing at \_\_\_\_, having personal PAN No. \_\_\_\_, as the authorised signatory duly authorised *vide* \_\_\_\_ dated \_\_\_\_ (hereinafter referred to as the "**Association**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and permitted assigns) of the **FOURTH PART**.

The Promoter, the Developer, the Purchaser and the Association are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- I. One Mr. Hazi Mohammad Siddiqui Khan was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to an area admeasuring more or less nine (9) bighas of land comprised in C.S. Plot No. 230, 231, 1301, 1302 and 1303, Mouza Tangra, Touzi No. 1298/2833 Division IV, Sub-division "L", Holding no. 129 Dihi Panchannagram, C.S. Khaitan No. 409, R.S. Khaitan No. 764, R.S. Dag No. 230, P.S. Tiljala (now known as Pragati Maidan) in the district of 24 Parganas South ("**Entire Land**");
- II. Upon the intestate death of Mr. Hazi Mohammad Siddiqui Khan, the Entire Land was divided amongst his five (5) sons namely, (1) Mr. Md. M.H. Khan, (2) Mr. Md. Shafique Khan, (3) Mr. Rafique Khan, (4) Mr. Hafiz Khan and (5) Mr. Faruque Khan, as recorded in a deed of partition dated November 29, 1968, registered at the office of the Sub-Registrar, Alipore in Book No. I, Volume No. 126, pages 227 to 229, being no. 6976 for the year 1968;
- III. By a registered deed of conveyance dated March 5, 1985, Mr. Shafique Khan sold an area comprised in the Entire Land in Dag No. 230 and 231 admeasuring approximately one (1) bigha, 10 (ten) cottahs and eight (8) chittacks (hereinafter referred to as the "**Part One Property**" which has been more fully and particularly described in the **First Schedule** written hereunder) in favour of Mr. Nagindra Ram, registered at the office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 49, Pages 134 to 145, being No. 2934 for the year 1985. The said Part One Property was conveyed in favour of the Promoter herein by a deed of conveyance dated December 12, 2008, registered with the office of the District Sub-Registrar-III, Alipore, in Book No. I, Volume No. 13, Pages 4694 to 4714, being No. 06671 for the year 2008;

- IV. Further, by another deed of conveyance dated April 10, 1985, Mr. Md. M.H. Khan sold an area comprised in the Entire Land in Dag No. 230 and 231 admeasuring approximately one (1) bigha, 13 (thirteen) cottahs and 11 (eleven) chittacks ("**Part Two Property**") which has been more fully and particularly described in the **First Schedule** written hereunder) in favour of Mr. Nagindra Ram, registered at the office of the Sub-Registrar, Alipore, in Book No. I, Volume No. 80, Pages 335 to 346, being No. 4735 for the year 1985. The said Part Two Property was conveyed in favour of the Promoter herein by a deed of conveyance dated December 12, 2008, registered with the office of the District Sub-Registrar-III, Alipore, in Book No. I, Volume No. 13, Pages 4715 to 4735, being No. 06672 for the year 2008;
- V. The said Part One Property has since been numbered as Municipal Premises no. 43, Matheswartolla Road, P.S. Pragati Maidan, Kolkata – 700 046, and the said Part Two Property has since been numbered as Municipal Premises no. 44, Matheswartolla Road, P.S. Pragati Maidan, Kolkata – 700 046;
- VI. Subsequently, by an indenture of conveyance dated November 25, 2011, registered with the office of the Additional District Sub-Registrar, Sealdah, in Book No. I, CD Volume No. 8, Pages 9874 to 9894, being No. 3840 for the year 2011, a parcel of land admeasuring approximately one (1) bigha, 14.5 (fourteen decimal five) cottahs, situated at Municipal Premises no. 129, Matheswartolla Road, Kolkata – 700 046 (hereinafter referred to as the "**Part Three Property**") was conveyed in favour of the Promoter by (1) Ms. Lily Chaudhuri, (2) Mr. Prabir Choudhury, (3) Mr. Prasanta Chaudhuri and (4) Ms. Minati Kar, with the consent and concurrence of Mr. Md. Rafique Khan and Mr. Md. Siddique Khan;
- VII. The Developer and the Promoter entered into a development agreement dated August 26, 2014, registered with the District Sub-Registrar-III South 24 Parganas in Book No. I, CD Volume No. 16, Pages 5100 to 5143, being No. 06820 for the year 2014, in relation to the development of the Part One Property, Part Two Property and Part Three Property (the "**Development Agreement**");
- VIII. The Development Agreement was modified by a deed of declaration and modification dated May 23, 2017, registered with the District Sub-Registrar-III South 24 Parganas in Book No. I, Volume No. 1603-2017, Pages 59605 to 59624, being No. 160302213 for the year 2017, wherein it was agreed by the parties thereto that the Part Three Property would be excluded from the purview of the Development Agreement and consequently development of only the Part One Property and Part Two Property would be undertaken;
- IX. Subsequently, the said the Part One Property and the said Part Two Property i.e. Municipal Premises no. 43 and 44, Matheswartolla Road, respectively, were amalgamated and renumbered as Municipal Premises no. 44, Matheswartolla Road, comprising an area of land admeasuring approximately three (3) bighas four (4) cottahs and three (3) chittacks (hereinafter referred to as the "**Said Land**") which has been more fully and particularly described in the **First Schedule** written hereunder and delineated and demarcated in Annexure – A hereto);
- X. The Said Land has been earmarked for the purpose of building therein a residential project, comprising multi-storeyed apartment buildings (Two Towers of ground plus ten storeyed each) and the said project shall be known as "**AMARANA RESIDENCES**" (hereinafter referred to as the "**Project**");

- XI. In terms of the Development Agreement and other documents executed between the Promoter and the Developer, 40% (forty percent) of saleable area in the Project, including any open spaces and terrace area forming an integral part of any flat, together with the undivided proportionate share in all common parts, portions, areas, facilities and amenities comprised in the Project, and together with the undivided proportionate share in the land underneath the said building appurtenant thereto, has been allocated to the Promoter (hereinafter referred to as the "**Promoter's Allocation**"), and as such the Promoter is entitled to allot and transfer Unit(s) comprised within the Promoter's Allocation;
- XII. The Kolkata Municipal Corporation has *vide* Building Permit No. 2018070004 dated 11<sup>th</sup> April, 2018, granted the sanction for development of the said Project;
- XIII. The Developer registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority on September 25, 2018 under registration no. HIRA/P/KOL/2018/000014. The Promoter has also obtained registration with the West Bengal Housing Industry Regulatory Authority on [•] under registration no. [•];
- XIV. The Purchaser had applied for an apartment in the Project *vide* application No. \_\_\_\_ dated \_\_\_\_ and was allotted apartment no. \_\_\_\_ having Carpet Area of \_\_\_\_ square feet, built up area of \_\_\_\_ square feet and Super Built Up Area of \_\_\_\_ square feet, type \_\_\_\_, on \_\_\_\_ floor in [tower/block/building] no. \_\_\_\_ ("**Building**"), along with garage/parking No. \_\_\_\_ admeasuring approximately \_\_\_\_ square feet in [*please insert the location of the parking space*], as permissible under Applicable Law (hereinafter collectively referred to as the "**Apartment**" and as more fully and particularly described in the **Second Schedule** written hereunder, with the floor plan of the apartment annexed hereto as Annexure – B);
- XV. Pursuant thereto the Parties executed an agreement for sale dated \_\_\_\_ for the said Apartment ("**AFS**"), on the terms and conditions set out therein and in accordance with Applicable Laws. The said AFS has been registered in the office of \_\_\_\_ in Book No. \_\_\_\_, CD Volume No. \_\_\_\_, Pages \_\_\_\_ to \_\_\_\_, being No. \_\_\_\_ for the year \_\_\_\_;
- XVI. By a memo bearing reference no. \_\_\_\_ dated \_\_\_\_ the Kolkata Municipal Corporation granted a completion certificate under Applicable Laws in respect of the Project;
- XVII. Pursuant to receipt of the completion certificate, the Promoter has issued a possession notice dated \_\_\_\_ to the Purchaser, in compliance with the provisions of the AFS, and the Purchaser being in compliance with the provisions of the AFS and paying all amounts due with respect to the Apartment in accordance with the terms thereof, the Parties have now agreed to execute this Deed;
- XVIII. On or before the execution of this Deed, the Purchaser and/or the Association, as the case may be, have examined or caused to be examined the following and the Purchaser/ Association has fully satisfied himself/itself as to:
- (a) the floor plan, area and other dimensions and specifications of the Apartment;
  - (b) the layout plan and sanctioned plan of the Project and the Building;
  - (c) the workmanship and materials used in construction of the Project;
  - (d) the amenities, facilities and Common Areas of the Project; and

(e) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Deed is being executed with regard to the Apartment;

and the Purchaser and the Association have further agreed, represented and undertaken, jointly and severally, not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;

- XIX. The Parties have gone through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein;
- XX. The Parties hereby confirm that they are executing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- XXI. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all Applicable Laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter; and
- XXII. In accordance with the terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties, the Promoter hereby executes this Deed in favour of the Purchaser and the Association.

**NOW THEREFORE THIS DEED OF CONVEYANCE WITNESSES AS FOLLOWS:**

**1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION**

**1.1 Definitions**

In addition to terms separately defined in this Deed the following terms, words and expressions shall, unless the context otherwise requires, have the respective meanings assigned to them herein:

“**Act**” shall mean the West Bengal Housing Industry Regulation Act, 2017;

“**AFS**” shall have the meaning ascribed to such term in Recital XV of this Deed;

“**Apartment**” shall have the meaning ascribed to such term in Recital XIV above and which is more fully and particularly described in the **Second Schedule** written hereunder and delineated and demarcated in Annexure – B hereto;

“**Applicable Laws**” shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Project;

“**Building**” shall have the meaning ascribed to such term in Recital XIV above;

“**Carpet Area**” shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;

“**Club**” shall have the meaning ascribed to such term in Clause 7.1 of this Deed;

“**Co-Buyers**” or “**Co-Occupiers**” shall mean person or persons, who has/have purchased and/or is owning or occupying a residential or a commercial unit or a parcel of land, as the case may be, in the Project and shall include personnel of the Promoter, the Developer or the Association or any of their respective sub-contractors, who are residing within premises of the Project;

“**Common Areas**” shall mean the common areas (as defined under Applicable Laws) of the Project, which are more fully and particularly described in the **Third Schedule** hereunder written;

“**Common Charges and Expenses**” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Common Areas, including but not limited to the charges and expenses listed out in the **Fourth Schedule** written hereunder and which would have to be shared proportionately between the Co-Buyers/Co-Occupiers of the Project;

“**Corpus Deposit**” shall have the meaning ascribed to such term in Clause 6.4 of this Deed;

“**Deed**” shall mean this deed of conveyance including any schedules and annexures attached hereto or incorporated herein by reference;

“**Development Agreement**” shall have the meaning ascribed to such term in Recital VII above;

“**Handover Date**” shall have the meaning ascribed to such term in Clause 6.3 of this Deed;

“**Outgoings**” shall have the meaning ascribed to such term in Clause 4.8 of this Deed;

“**Possession Date**” shall have the meaning ascribed to such term in Clause 4.1 of this Deed;

“**Project**” shall have the meaning ascribed to such term in Recital X above;

“**Rules**” shall mean the West Bengal Housing Industry Regulation Rules, 2018;

“**Said Land**” shall have the meaning ascribed to such term in Recital IX above and which is more fully and particularly described in the **First Schedule** written hereunder and delineated and demarcated in Annexure – A hereto;

“**Schedule**” shall mean a schedule of this Deed;

“**Super Built Up Area**” shall mean the total constructed space in a particular Unit together with the proportionate share in the common parts, portions and areas of the Project, as may be determined by the Developer’s architect; and

“Unit(s)” shall mean individual saleable/transferable unit capable of separate independent use and occupation and which are part of the Project constructed and developed on the Said Land.

## 1.2 Principles of Interpretation

In this Deed, unless the context otherwise requires:

- 1.2.1 headings are not to be considered as part of this Deed and they have been solely inserted for convenience and reference purposes and shall not affect the construction/interpretation of this Deed;
  - 1.2.2 words importing the singular include the plural and *vice versa*, and words importing a gender include each of the masculine, feminine and neutral gender;
  - 1.2.3 reference to any enactment, whether general or specific, shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, permissions or directions at any time issued under it;
  - 1.2.4 in the event of any inconsistency between the clauses of this Deed and the schedules hereto, the clauses of this Deed shall prevail;
  - 1.2.5 a reference to any agreement or document, is a reference to that agreement or document and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, renewed or extended, from time to time, in accordance with the terms thereof;
  - 1.2.6 the word “*person*” shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organization or other similar organization or any other entity and wherever relevant shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being; and
  - 1.2.7 the term “*or*” shall not be exclusive, the terms “*herein*”, “*hereof*”, “*hereto*” and “*hereunder*” and other terms of similar import shall refer to this Deed as a whole and not merely to the specific provision where such terms may appear and the terms “*including*” and “*include*” shall be construed without limitation.
2. In pursuance of the aforesaid **AND** in consideration of the sum of INR \_\_\_\_ (Indian Rupees \_\_\_\_ ) paid by the Purchaser to the Promoter at or before the execution of these presents, the receipt whereof the Promoter doth hereby admit and acknowledge by the instant clause and also by a memorandum of consideration hereunder written and further in consideration of the Purchaser and the Association agreeing and undertaking to observe and perform the terms, conditions, covenants, restrictions and obligations including but not limited to those mentioned in the **Fifth Schedule** hereunder, the Promoter does hereby acquit, release and discharge the Purchaser as well as the Apartment, and the Promoter does hereby grant, sell, transfer, convey, assure and assign in favour of the Purchaser, apartment no. \_\_\_\_ having

Carpet Area of \_\_\_\_ square feet, built up area of \_\_\_\_ square feet and Super Built Up Area of \_\_\_\_ square feet, type \_\_\_\_, on \_\_\_\_ floor in the Building, along with garage/parking No. \_\_\_\_ admeasuring approximately \_\_\_\_ square feet in [*please insert the location of the parking space*], as permissible under Applicable Law (as more fully and particularly described in the **Second Schedule** written hereunder, with the floor plan of the apartment annexed hereto as Annexure – B), **SUBJECT TO** the terms, conditions, and provisions contained herein but otherwise free from all encumbrances, charges, liens, lispence, trusts, execution and attachment proceedings **AND** all the estate, right, title, claim, interest, demand of the Promoter into or upon the Apartment **TO HAVE AND HOLD** the Apartment hereby sold, transferred, granted, conveyed, assigned and assured or intended to be and every part or portion thereof, to or unto the use of the Purchaser absolutely and forever but at all times **SUBJECT TO** the payment in perpetuity of the proportionate share of the Common Charges and Expenses including but not limited to the common expenses mentioned in the **Fourth Schedule**, and all other Outgoings now chargeable upon or which become payable hereafter in respect of or in connection with the said Apartment wholly and the Common Areas proportionately, to the Promoter, the Developer or the Association, as the case may be **AND** the Developer and the Promoter do hereby grant, sell, transfer, convey, assure and assign in favour of the Association the undivided proportionate title in the Common Areas.

3. **THE PROMOTER HEREBY AGREES AND ACKNOWLEDGES AS FOLLOWS:**

- 3.1 That subject to the provisions of this Deed, the interest which the Promoter does hereby profess to transfer subsists and that the Promoter has full right, power and absolute authority to grant, sell, transfer, convey, assign and assure the Apartment unto the Purchaser and the Common Areas unto the Association;
- 3.2 That subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, it shall be lawful for the Purchaser, from time to time and at all times hereafter, to enter into and to hold and enjoy the Apartment and/or every part thereof and to receive rents, issues and profits thereof without any interruption, distribution, claim or demand whatsoever from or by the Promoter or any person or persons claiming through, under or in trust for it; and
- 3.3 That the Promoter shall, subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchaser, make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further, better or more perfectly and absolutely assuring the Apartment unto the Purchaser and the Common Areas unto the Association.

4. **THE PURCHASER, WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER'S HANDS THE APARTMENT MAY COME, AND THE ASSOCIATION (AS APPLICABLE) HEREBY COVENANT AND AGREE WITH THE DEVELOPER AND THE PROMOTER AS FOLLOWS:**

- 4.1 That the Promoter [has already given the delivery of vacant, peaceful, satisfactory and acceptable possession of the Apartment on \_\_\_\_ / shall simultaneously with the execution of this Deed give delivery of vacant, peaceful, satisfactory and acceptable possession of the Apartment] (hereinafter referred to as the "**Possession Date**") to the Purchaser, which the Purchaser hereby admits, acknowledges and accepts;



- 4.2 That the Purchaser shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Purchaser herein, including but not limited to those mentioned in the **Fifth Schedule** hereunder written;
- 4.3 That the Purchaser's right at all times shall be limited to the Apartment and the Association's right at all times shall be limited to the Common Areas;
- 4.4 That the Association hereby grants to the Purchaser, the right to use the Common Areas in common with the other Co-Buyers and/or Co-Occupiers of the Project; provided that, since the share /interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other Co-Buyers and/or Co-Occupiers of the Project, without causing any inconvenience or hindrance to them;
- 4.5 That, on and from the Possession Date, the Purchaser shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoter, the Developer or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter, the Developer or the Association, as the case may be, failing which the Promoter, the Developer or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
- 4.6 That the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Promoter, the Developer or the Association, as the case be, from time to time in this regard;
- 4.7 That the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoter, the Developer or the Association, as the case maybe, and performance by the Purchaser of all his/her/its obligations in respect of the terms and conditions specified by the Promoter, the Developer or the Association, as the case maybe, from time to time;
- 4.8 That the Purchaser shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "**Outgoings**") related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Purchaser shall be liable to and will pay his/ her/ its proportionate Outgoings attributable to the Apartment to the Promoter, the Developer or the Association, as the case may be. Further, on and from the Possession Date, the Purchaser shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter, the Developer or the Association, as the case may be, such bills being conclusive proof of the liability of the Purchaser in respect thereof;
- 4.9 That the Purchaser shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Developer and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the

Developer and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Purchaser;

- 4.10 That the Apartment along with the right to use the parking area shall be treated as a single indivisible unit for all purposes;
- 4.11 That the Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies) with respect to the Apartment;
- 4.12 That the Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter, the Developer or the Association;
- 4.13 That wherever in this Deed it is stipulated that the Purchaser has to make any payment, in common with other Co-Buyers in the Project, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project;
- 4.14 That the Purchaser and the Association have granted and shall be deemed to have granted to the Promoter, the Developer and the Co-Buyers and/or Co-Occupiers of the Project and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 4.15 That the Purchaser shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Purchaser shall use the garage or parking space only for the purpose of keeping or parking vehicles;
- 4.16 That the Purchaser and the Association agree that the Promoter and the Developer, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project, and the Purchaser agrees to permit the Promoter, the Developer and the Association to enter into the 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; and
- 4.17 That the Purchaser hereby accepts, confirms and declares that the covenants of the Purchaser as contained in this Deed shall (A) run perpetually; and (B) bind the Purchaser and his/its successors-in-title or interest and that the Purchaser shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Deed.

## 5. **DEFECT LIABILITY**

- 5.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Deed relating to the Apartment, is brought to the notice of the Promoter by the Purchaser, within a period of five (5) years, from the date of expiry of two (2) months from receipt by the Promoter, of the completion certificate or the occupancy certificate, as the case may be, the Promoter shall be responsible to rectify such defects in the manner specified under Applicable Laws. Provided that, the Promoter and/or the Developer shall not be liable for any defect or

deficiency occasioned on account of any act or omission on the part of the Purchaser or any authority or third party over whom the Promoter or the Developer has no control or any defect or deficiency which is not attributable to the Promoter or the Developer. Provided further that, the Promoter and/or the Developer shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

5.2 Notwithstanding anything stated hereinabove, the Promoter and/or the Developer shall not be liable for defects pertaining to the following:

5.2.1 Equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period;

5.2.2 Fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear;

5.2.3 Allowable structural and other deformations including expansion quotient; and

5.2.4 Works such as painting, which are subject to wear and tear.

## 6. **ASSOCIATION & COMMON AREAS**

6.1 The Purchaser hereby further agrees and acknowledges that he/it shall be incumbent upon the Purchaser to join the Association as a member (if it/he has not already done so) and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Purchaser shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Purchaser hereby authorizes the Promoter and/or the Developer to take all necessary steps in this connection on his/her/their/its behalf, and further the Purchaser shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

6.2 Each Unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Unit and irrespective of the same person owning more than one (1) Unit. Further, in the event a Unit is owned by more than one (1) person, then the person whose name first appears in the nomenclature of this Deed as the Purchaser shall only be entitled to become a member of the Association. In the event that the Purchaser is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Purchaser shall not be entitled to become a member of the Association.

6.3 The Purchaser hereby agrees and acknowledges that Promoter and the Developer, has handed over, or shall handover, the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**"). Save as provided herein, on and from the Handover Date, the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties,

obligations etc., as may from time to time have been procured/ obtained/ entered into by the Promoter and/or the Developer and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter and/or the Developer, and the Promoter and the Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Purchaser and the Association shall, jointly and severally, keep each of the Developer and the Promoter fully safe, harmless and indemnified in respect thereof.

- 6.4 The Purchaser acknowledges that as of the day of this Deed, the non-interest bearing security deposit of INR \_\_\_\_ (Indian Rupees \_\_\_\_ ) which was deposited with the Promoter by the Purchaser has been pooled into a corpus deposit ("**Corpus Deposit**"). The Purchaser further agrees and acknowledges that such Corpus Deposit, has been or shall be, handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Purchaser and the several Co-Buyers of the Project to the Promoter together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Purchaser and the several Co-Buyers of the Project *inter alia* as a sinking fund. The Purchaser undertakes to make good and pay to the Association all such amounts that, have been or may be, deducted/adjusted as aforesaid by the Promoter as due and payable by the Purchaser and/or to replenish any shortfalls caused on account of the Purchaser. Further, it is hereby agreed that the Promoter and/or the Developer shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments or otherwise after the handover of the Corpus Deposit by the Promoter to the Association and the Purchaser and the Association shall jointly and severally keep the Promoter and the Developer indemnified for the same.
- 6.5 In case of failure of the Purchaser to pay the Common Charges and Expenses on or before the due date, the Purchaser authorises the Promoter, the Developer or the Association, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. The Purchaser hereby agrees and undertakes to bear all taxes that may be levied on the Promoter, the Developer or the Association on account of making such adjustments and/or on account of the Promoter and the Developer transferring/handing over the Corpus Deposit to the Association. On any such adjustments being made from the Corpus Deposit, the Purchaser hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Association with respect thereto.
- 6.6 The Promoter, the Developer and/or the Association, as the case may be, shall be entitled to invest the Corpus Deposit in such securities and in such manner as the Promoter, the Developer and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project and such payment towards the Corpus Deposit shall not absolve the Purchaser of its obligation to pay the applicable maintenance charges in terms of this Deed.
- 6.7 The Purchaser acknowledges that it/ he/ she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter, the Developer or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.

- 6.8 The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project.
- 6.9 Further, the Purchaser agrees and undertakes to pay all necessary deposits/charges to the Promoter, the Developer or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter, the Developer or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter, the Developer or the Association, as the case may be.
- 6.10 Without prejudice to the rights available under this Deed, in the event that any amount payable to the Promoter, the Developer or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter, the Developer or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

## 7. CLUB FACILITIES

- 7.1 The Purchaser shall be entitled to the facilities of a club within the Project (“Club”) along with the Co-Buyers and/or Co-Occupiers of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.
- 7.2 It is expressly made clear that the membership of the Purchaser to the Club shall cease upon the Purchaser transferring the Apartment in favour of a third party. It is hereby clarified that the Club membership is not transferable and can only be used by the Purchaser and his /her immediate family members in accordance with the rules and regulations of the Club. Nothing contained in this Deed shall be deemed to confer any right on a subsequent transferee, tenant, lessee or licensee of the Apartment to be entitled to use the facilities of the Club on the basis of being in possession of the Apartment alone.
- 7.3 The rights and obligations of the Purchaser as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Developer or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Purchaser agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
- 7.4 On failure of the Purchaser to regularly pay the charges, subscription, etc. in respect of the Club, the Developer or the Association, as the case may be, shall be entitled to restrict the Purchaser’s entry to the Club and withdraw all the privileges of the Club to the Purchaser, and the Purchaser hereby gives his/her/their unfettered consent to the same.

## 8. PROVISIONS OF THIS DEED APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

- 8.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any

subsequent purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**9. WAIVER & RIGHTS**

9.1 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Each of the rights of the respective Parties hereto are independent, cumulative and without prejudice to all other rights available to them.

**10. SEVERABILITY**

10.1 If any provision of this Deed shall be determined to be void or unenforceable under Applicable Laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the Act or the rules and regulations made thereunder or under Applicable Laws, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

**11. STAMP DUTY & REGISTRATION**

11.1 The charges towards stamp duty and registration of this Deed shall be borne by the Purchaser.

**12. GOVERNING LAW**

12.1 That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with Applicable Laws for the time being in force and courts at Kolkata shall have jurisdiction for this Deed.

**13. ENTIRE AGREEMENT**

13.1 This Deed, together with its Schedules and Annexures, shall constitute the entire agreement between the Parties with respect to the sale of the Apartment, and supersede all other negotiations or agreements, written or oral, concerning the subject matter hereof and thereof.

## **FIRST SCHEDULE**

### **SAID LAND**

#### **PART ONE PROPERTY**

ALL THAT piece and parcel of land being portion of C.S. Dag No. 230 and 1301 recorded in Khaitan no. 409 (now 706), Mouza Tangra, J.L. No. 5, Touzi No. 1298/2833, Sub-Registry Office Alipore, District 24 Parganas South admeasuring approximately one (1) bigha 10 (ten) cottahs and eight (8) chittacks, more or less, together with all structures standing thereon situate lying at and being Municipal Premises no. 43, Matheswartolla Road, P.S. Tangra (now Pragati Maidan), Kolkata – 700 046 under Ward No. 58, butted and bounded as follows:

On the North : By Premises no. 43 Matheswartolla Road  
On the South : By C.R.C. Tannery  
On the East : By property being Lot 'E'  
On the West : By Matheswartolla Road (formerly south Tangra Road)

#### **PART TWO PROPERTY**

ALL THAT piece and parcel of land being portion of C.S. Dag No. 230 and 1301 recorded in Khaitan no. 409 (now 706), Mouza Tangra, J.L. No. 5, Touzi No. 1298/2833, Sub-Registry Office Alipore, District 24 Parganas South admeasuring approximately one (1) bigha 13 (thirteen) cottahs and 11 (eleven) chittacks, more or less, together with all structures standing thereon situate lying at and being Municipal Premises no. 44, Matheswartolla Road, P.S. Tangra (now Pragati Maidan), Kolkata – 700 046 under Ward No. 58, butted and bounded as follows:

On the North : By Saveraco Tennancy  
On the South : By Premises no. 43 Matheswartolla Road  
On the East : By R.S. Dag No. 227  
On the West : By Matheswartolla Road (formerly south Tangra Road)

#### **SAID LAND (AMALGAMATED LAND)**

ALL THAT piece and parcel of land comprising an area of land admeasuring approximately Three (3) Bighas, Four (4) Cottahs and Three (3) Chittacks being Premises no. 44, Matheswartolla Road, P.S. Tangra (now Pragati Maidan), Kolkata – 700 046 under Ward No. 58, butted and bounded as follows:

On the North : By Premises No. 129 and Premises No. 130 Matheswartollla Road,  
On the South : By Premises No.129 Matheswartolla Road  
On the East : By Premises No.129 Matheswartolla Road  
On the West : By Matheswartolla Road

**SECOND SCHEDULE**

**APARTMENT**

**ALL THAT** Apartment No. \_\_\_\_ on \_\_\_\_ floor of the Building No. \_\_\_\_ having Carpet Area of \_\_\_\_ square feet, built up area of \_\_\_\_ square feet and Super Built Up Area of \_\_\_\_ square feet, comprised of \_\_\_\_ Bedroom, \_\_\_\_ Kitchen, \_\_\_\_ Bathroom, living cum dining, \_\_\_\_ verandah, open terrace admeasuring about \_\_\_\_ and \_\_\_\_ servant quarters.

**PARKING SPACE**

\_\_\_\_ four-wheeler covered / open /mechanical parking No. \_\_\_\_ admeasuring approximately \_\_\_\_ square feet.



### **THIRD SCHEDULE**

#### **COMMON AREAS**

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Properties to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the Properties.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Properties.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the Properties including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the Properties.
11. Generator its installations and its allied accessories and room.
12. Lifts, Lift wells and their accessories installations and spaces required therefore.
13. Fire Fighting equipment.
14. Such other common parts areas including gym, banquet hall, swimming pool, indoor games room , equipments installations fixtures fittings covered and open space in or about the said Properties and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

## FOURTH SCHEDULE

### **COMMON CHARGES AND EXPENSES**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the said Unit and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Unit and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Unit as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the Premises.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Premises and providing such additional lighting apparatus as the Lessor may think fit.
11. Maintaining and operating the lifts.
12. The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit.

15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual owner of any Unit.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Unit.
17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the building excepting those which are the responsibility of the Seller/occupier of any Unit.
19. The Purchase maintenance renewal and insurance of equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organization it is reasonable to provide.
22. Such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

## FIFTH SCHEDULE

### **TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE PURCHASER AND/OR OCCUPIERS OF THE APARTMENT**

The terms, conditions, stipulations, obligations and restrictions that the Purchaser and all persons into whosoever's hands the Apartment may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Purchaser agrees and acknowledges that basements and service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Purchaser shall not be permitted to use the services areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter, Developer and/or the Association, as the case may be, for rendering maintenance services;
2. That the Purchaser shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter, Developer and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building and the Project and shall abide by the directions and decisions of the Promoter, Developer and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project;
3. That the Purchaser shall abide by and observe at all times the regulations framed by the Promoter, Developer and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
4. That the Purchaser shall pay to the Promoter, Developer or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Purchaser and/or any occupier of the Apartment and/or family members, guests or servants of the Purchaser or such other occupiers of the Apartment;
5. That the Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
6. That the Purchaser shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the rules and regulations and bye-laws of

the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

7. That the Purchaser shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
8. That the Purchaser shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design;
9. That the Purchaser shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;
10. That the Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment;
11. That the Purchaser shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Apartment without the prior written permission of the Promoter, Developer and/or the Association;
12. That the Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
13. That the Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Purchaser shall pay to the Promoter, Developer or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
15. That the Purchaser shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change

of user of the Apartment by the Purchaser to any purposes other than for purpose for which it is sold;

16. That the Purchaser shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter, Developer and other Co-Buyers and/or Co-Occupiers of the Project;
17. That the Purchaser shall carry out any repair or interior or any other works in the Apartment only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
18. That the Purchaser shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter, Developer or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. 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 Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter, Developer or the Association, as the case may be;
19. That if the Purchaser lets out or sells the Apartment, the Purchaser shall immediately notify the Promoter, Developer or the Association, as the case may be, of the tenant's/transferee's details, including address and telephone number;
20. That the Purchaser shall not sub-divide the Apartment and/or any part or portion thereof;
21. That the Purchaser shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
22. That the Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
23. That the Purchaser shall not install grills, the design of which has not been suggested and/or approved by the Promoter, Developer or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
24. That the Purchaser shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
25. That the Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
26. That the Purchaser shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;

27. That the Purchaser shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
28. That the Purchaser shall not make or permit any disturbing noises in the Apartment by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
29. That the Purchaser shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
30. That the Purchaser shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Purchaser or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
31. That the Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
32. That the Purchaser shall not misuse or permit to be misused the water supply to the Apartment;
33. That the Purchaser shall not change/alter/modify the name of the Building and the Project from that mentioned in this Deed;
34. That the Purchaser shall not use the name/mark of the Promoter or the Developer in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and/or the Developer, as the case may be, and shall further be liable for prosecution for use of such mark of the Promoter or the Developer, as the case may be;
35. That the Purchaser shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
36. That the Purchaser shall 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;
37. That the Purchaser shall not install or keep or run any generator in the Apartment and the garage, if any;
38. That the Purchaser shall not smoke in public places inside the Project which is strictly prohibited and the Purchaser and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;

39. That the Purchaser shall not throw or allow to be thrown litter on the grass planted within the Project;
40. That the Purchaser shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
41. That the Purchaser shall not use the elevators in case of fire;
42. That the Purchaser agrees and acknowledges that the Promoter, Developer and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
43. That the Purchaser shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter, Developer and/or the Association, as the case may be;
44. That the Purchaser shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
45. That the Purchaser shall remain fully responsible for any domestic help or drivers employed by the Purchaser and any pets kept by the Purchaser;
46. That the Purchaser shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Promoter or the Developer liable for execution of such works;
47. That the Purchaser is entering into this Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Purchaser shall comply with and carry out, from time to time after the Purchaser has taken over the occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her/its own cost; and
48. That the Purchaser shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.



**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.**

**Executed and delivered on behalf of the Promoter  
at Kolkata:**

**Executed and delivered on behalf of the  
Developer/Confirming Party at Kolkata:**

**Executed and Delivered by the Purchaser(s) at  
Kolkata**

**Executed and delivered on behalf of the  
Association at Kolkata:**

**All in the presence of:**

- 1.**
- 2.**

**ANNEXURE – A**

**SAID LAND**

**ANNEXURE – B**

**APARTMENT**

**MEMO OF CONSIDERATION**

Received Rupees \_\_\_\_\_ (Rupees \_\_\_\_\_) towards the total consideration for the sale of the Apartment as per the terms of this Deed.

\_\_\_\_\_  
**Promoter**