

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the day of **TWO THOUSAND AND**

BETWEEN

PRASAD CASTINGS & BUILDCON LLP (PAN), (LLP Identification Number.: AAL-7828) , a Limited Liability Partnership Firm incorporation under the Provisions of Limited Liability Partnership Act, 2008 having its registered office at **34A, Metcalfe Street, 8th Floor, Room 8A**, Post Office Bowbazar, Police Station- Bowbazar, Kolkata-700013, represented by its Designated Partner, Sri **Satyendra Pasari (PAN.....)**, son of, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at, Post Office-....., Police Station-....., Pin-....., hereinafter referred to as "the **OWNER/DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **ONE PART:**

AND

Mr./Ms. _____ (Aadhaar no. _____) son / daughter of _____ , aged about _____, residing at _____ (PAN _____) , or hereinafter called the "Purchaser" (which expression repugnant to the context meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **OTHER PART:.**

WHEREAS

- a.** Whereas one Lalit Mohan Bhattacharya, Malina Bala Debi sold, transferred and conveyed a piece and parcel of land admeasuring 85 Decimals upon Dag No. 426, 8 Decimals upon dag no. 446, 8 Decimal upon Dag no. 447 and 13 Cottah 14 Chittack upon dag no. 429 unto and in favour of Govardhan Das Kapoor, Ram Kishan Seth, Harbhajanlal Seth, Chamanlal Seth, Kanwal Kishore Seth, Sat Pall Seth by a Sale Deed dated 24.03.1962 and the same was duly registered with the office of the Additional Registrar of Assurances at Calcutta and recorded in Book No. I, Volume No. 64, pages 107 to 116, being no. 1538 for the year 1962.
- b.** And whereas one Mahamaya Debi sold, transferred and conveyed a piece and parcel of land admeasuring 1 Acre 56 Decimals upon Dag No. 437 unto and in favour of Govardhan Das Kapoor, Ramkrishan Seth, Harbhajanlal Seth, Chamanlal Seth, Kanwal Kishore Seth, Sat Pal Seth by a Sale Deed dated 24.03.1962 and the same was duly registered with the office of the Additional Registrar of Assurances at Calcutta and recorded in Book No. I, Being no. 1539.
- c.** And whereas one Birendra Nath Ghosh sold, transferred and conveyed a piece and parcel of land admeasuring 5 Bigha, 4½ Cottah, 2.60 Chittack upon Dag no. 438 unto and in favour of Govardhan Kapoor, Ramkishan Seth, Harbhajanlal Seth, Chamanlal Seth, Kanwal Kishore Seth, Sat all Seth by a Sale Deed dated 27.05.1964 and the

same was duly registered with the office of the Additional Registrar of Assurances at Calcutta and recorded in Book No. I, Volume no. 92, pages 269 to 276, being no. 2969 for the year 1964.

- d.** And whereas one Chandra Bhushan Chatterjee sold, transferred and conveyed a piece and parcel of land admeasuring 71 Decimals upon Dag no. 425 unto and in favour of Govardhan Das Kapoor, Harbhajanlal Seth, Chamanlal Seth, Kanwal Kishore Seth, Satpal Seth by a Sale Deed dated 30.09.1964 and the same was duly registered with the office of the Additional Registrar of Assurances at Calcutta and recorded in Book No. I, Volume no. 152, pages 99 to 105, being no. 5727 for the year 1964.
- e.** And whereas Ashok Kumar Singh, Maya Debi, Raj Dulari Debi, Basanti Debi sold, transferred and conveyed a piece and parcel of land admeasuring 1 Cottah 5 Chittack equivalent to 2 $\frac{1}{4}$ Decimals unto and in favour of Ramkrishan Seth, Harbhajanlal Seth, Chamanlal Seth, Kanwal Seth, Satpal Seth, Govardhandas Kapoor by a Sale Deed dated 12.07.1968 and the same was duly registered with the office of the Sub-Registrar at Serampore and recorded in Book No. I, Volume No. 81, pages 260 to 263, being no. 6433 for the year 1968.
- f.** And whereas said Govardhandas Kapoor died intestate on 30.11.1992 leaving behind him surviving his Sanjay Kapoor, Gayan Kappor as his legal heirs and successors.
- g.** And whereas said Sanjay Kapoor, Gagan Kapoor Harbhajanlal Seth, Chamanlal Seth, Kanwal Kishore Seth, Satpal Seth agreed to sell sold, transferred and conveyed all that piece and parcel of land admeasuring 13 Bigha 1 Cottah equivalent to 4.32 Acres unto and in favour of Thakur Prasad by an Agreement for Sale dated 09.08.1981.
- h.** And whereas said Thakur Prasad died intestate on 25.08.1983 leaving behind him surviving his wife and three sons namely Subhabasi Debi and Aravind Kumar, Ashok Kumar, Ajit Kumar as his legal heirs and successors.
- i.** And whereas said Subhabasi Debi, Arvnind Kumar, Ashok Kumar, Ajit Kumar nominated and appointed Prasad Casting And Buildcon to purchase the land admeasuring 71 Decimal upon Dag No. 425 by a Letter dated 19.03.1993.
- j.** And whereas said Sanjay Kapoor, Gagan Kapoor, Harbhajalal Seth, Chamanlal Seth, Kanwal Kishore Seth, Satpal sold, transferred and conveyed all that piece and parcel of land admeasuring 71 Decimals upon Dag No. 425 unto and in favour of Prasad Casting and Buildcon Pvt. Ltd. by a Sale Deed dated 23.03.1992 and the same was duly registered with the office of the Registrar of Assurances at Calcutta and recorded in Book No. I, Volume No.104, pages 1 to 13, being no. 4432 for the year 1993.
- k.** And whereas said Sanjay Kapoor, Gagan Kapoor sold, transferred and conveyed all that undivided share of the land 28.125% out of land admeasuring 3.61 Acres unto and in favour of Prasad Casting and Buildcon by a Sale Deed dated 23.03.1993 and the same was duly registered with the office of the Registrar of Calcutta and recorded in Book No. I, Volume No. 182, pages 66 to 78, being no. 4191 for the year 1993.
- l.** And whereas said Harbhajanlal Seth, sold, transferred and conveyed all that undivided 14.375% share out of the land admeasuring 3.61 Acres unto and in favour of Prasad

Casing And Buildcon Pvt. Ltd. by a Sale Deed dated 24.03.1993 and the same was duly registered with the office of the Registrar of Calcutta and recorded in Book No. I, Volume No. 166, pages 436 to 448, being no. 4307 for the year 1993.

- m.** And whereas said Satpal Seth sold, transferred and conveyed all that undivided 14.375% share out of the land admeasuring 3.61 Acres unto and in favour of Prasad Casing And Buildcon Pvt. Ltd. by a Sale Deed dated 24.03.1993 and the same was duly registered with the office of the Registrar of Calcutta and recorded in Book No. I, Volume No. 166, pages 449 to 460, being no. 4308 for the year 1993.
- n.** And whereas said Kanwal Kishore Seth sold, transferred and conveyed all that undivided 14.375% share out of land admeasuring 3.61 Acres unto and in favour of Prasad Casting And Buildcon Pvt. Ltd. by a Sale Deed dated 24.03.1993 and the same was duly registered with the office of the Registrar of Assurances, Calcutta and recorded in Book no. I, volume No. 166, pages 461 to 473, being no. 4309 for the year 1993.
- o.** And whereas said Chamanlal Seth sold, transferred and conveyed all that undivided 14.375% share of out of land admeasuring 3.61 Acres unto and in favour of Prasad Casing and Buildcon Pvt. Ltd. by a Sale Deed dated 24.03.1993 and the same was duly registered with the office of the Registrar of Calcutta and recorded in Book No. I, Volume No. 166, Pages 474 to 485, being no. 4310 for the year 1993.
- p.** And whereas said Ramkishan Seth died intestate on 11.05.1986 leaving behind his last will and testament dated 23.05.1985 whereby and whereunder he gave, bequeath and devise his share of land admeasuring 14.375% unto and in favour of Chamanlal Seth, Rama Seth, Nirmal Seth, Usha Seth and probate was granted.
- q.** And whereas said Chamanlal Seth, Rama Seth, Nirmal Seth, Usha Seth sold, transferred and conveyed the said undivided 14.375% share of said land admeasuring 3.61 Acres unto and in favour of Prasad Casting and Buildcon Pvt. Ltd. by a Sale Deed dated 24.03.1993 and the same was duly registered with the office of the Registrar of Calcutta and recorded in Book No. I, Volume No. 437, pages 471 to 484, being no. 4311 for the year 1993.
- r.** There after the entire lands were mutated under L.R. Khatian no. 120/3 and all previos dags were identified as one LR Dag No 438 and said Prasad Casting and Buildcon Pvt. Ltd become the sole and absolute owner of all that piece and parcel of land admeasuring 443 Decimals
- s.** And whereas said Prasad Casting and Buildcon Pvt. Ltd duly converted said land admeasuring 443 Decimals from Sali/Karkhana to Bastu by way of Order dated 29.01.2015 passed by the Office of the Additional District Magistrate and District Land & Land Reforms Officer at Hooghly.
- t.** The said Prasad Casting and Buildcon Pvt. Ltd was converted to a Limited Liability Partnership under the limited Liability Partnerships Act 2008 and came to be known as **PRASAD CASTINGS & BUILDCON LLP.**

- u. **AND WHEREAS** by virtue of the recital recited herein above the vendor herein are the owner in respect of **ALL THAT** piece or parcel of Bastu Land, measuring an area about 443 decimals lying and situate at **Mouza - Ghoramara, J.L. no. 16, L.R. Dag no. 438, L.R. Khatian no. 120/3, Police Station - Serampore, District – Hooghly** together with all right, title and interest appertaining thereto free from all encumbrances,.
- v. **AND WHEREAS** the Vendor herein formulated a scheme for the development of the aforesaid plot of Land in its First Phase **ALL THAT** piece and parcel of land admeasuring **7675.771 Square Meters** lying and situate at **Mouza - Ghoramara, J.L. no. 16, L.R. Dag no. 438, L.R. Khatian no. 120/3, Police Station - Serampore, District – Hooghly** , (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID PREMISES**).
- w. **AND WHEREAS** the Vendor herein applied for a building sanction plan before the Appropriate civic authority and accordingly the Appropriate civic authority on _____, approved the plan for the construction of multi-storied building in the said land consisting of several Shop/s, Car Parking space/ Flats, and accordingly the Vendor herein started the construction work on the said land morefully and particularly described in the schedule A, hereunder and the same is under progress.
- x. The **OWNER/DEVELOPER** obtained a sanctioned plan from the authorities concerned being No. for undertaking construction of a Housing Project on **SAID PREMISES** comprising of several independent blocks and the said project has been named **OM SKY CITY PHASE I** .
- y. The Purchaser herein approached the owner Developer and owner Developer agreed to sale **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the **Floor** of the building being **Block-** in Project '**OM SKY CITY PHASE I** ' containing by estimation an area of **Sq. ft.** (Carpet) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area (hereinafter collectively referred to as the **SAID FLAT**) at and for the agreed consideration of **Rs**/- (**Rupees**) **only** and the parties entered into an agreement amongst themselves.
- z. The said Flat is now since completed and the Purchaser has duly satisfied itself as to the title of the Owner/Developer, constructions, measurements, materials used, workmanship, the scheme of the Project and inspected the sanctioned plan and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.

- aa.** The Purchasers have gone through and agrees to abide by all such covenants as agreed by all the other Flat Owners in the standard Agreement for Sale to the extent such covenants shall remain applicable now and in the future.
- bb.** The Owner/ Developer herein have specifically represented to the Purchaser that the said flat is free of encumbrances, charges, liens, lispens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and further without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and that the Owner/ Developer has full right, title and interest in the Said Flat and has full right and authority to assign, convey transfer all its right, title and interest therein and the Owner/ Developer herein further declare that the clear title to the Said Flat and its appurtenances belongs to the Owner/ Developer herein absolutely and that no other person or persons have any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner/ Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner/ Developer herein has itself full right, power and absolute authority to sell or transfer to the Purchasers herein the said flat and his right, title and interest in the said property and that the Owner/ Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the Said Flat by the Purchasers herein may be rendered illegal and/or unauthorized for any reason or on any account.

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT in consideration of the said sum of **Rs**/- (**Rupees** **only** paid by the Purchasers herein or before the execution of these presents as per the Memo of Consideration hereunder written the receipt whereof the Owner/ Developer doth hereby admits and acknowledges and the Owner/ Developer doth hereby acquit, release and forever discharge the Purchasers from the payment of the same and every part thereof as well as the **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the **Floor** of the building being **Block-.....** in Project '**OM SKY CITY PHASE I** ' containing by estimation an area of**Sq. ft.** (Carpet) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area and attributable thereto and the Owner/ Developer doth hereby grant, convey, sell, assign and assure to and unto and in favour of the Purchasers **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the..... **Floor** of the building being **Block-.....**in Project '**OM SKY CITY PHASE I** ' containing by estimation an area of **Sq. ft.** (Carpet) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor**

car Together with the proportionate share or interest in all common parts portions areas and facilities and Together with the undivided proportionate share in the in the land comprised in the said Premises attributable thereto hereinafter collectively referred to as the SAID FLAT with the common rights OR HOWSOEVER OTHERWISE in the Said Flat with common rights now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished together with all and other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now or is or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or deemed to be taken as part parcel and member thereof or appurtenant thereto and the reversion and reversions, remainder or remainders and the rents, issues, and profits of and from the said flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be an every part thereof and all the estate right, title, inheritance, use, trust, possession property claim and demand whatsoever both at law and in equity of the Owner/ Developer of into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be unto and to the use of the Purchasers free from all encumbrances liens and lispensens and all deeds, pattas, muniments writings and evidences of title whatsoever exclusively relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was and may be in the custody possession or power of the Owner/ Developer or any person or persons from whom the Owner/ Developer can or may procure the same without any action or suit at law and in equity **TO HAVE AND TO HOLD** the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of inheritance in fee simple in possession without any manner of condition use, trust or other things whatsoever to alter, defeat, encumber or make void the same and the Owner/ Developer doth hereby covenant with the Purchasers that notwithstanding any act, deed, matters, assurances or things whatsoever by the Owner/ Developer made done, occasioned or suffered to the contrary the Owner/ Developer is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the Said Flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate without any hindrance, lawful eviction interruption, claim or demand whatsoever from or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Owner/ Developer well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and manner of former or other estate, encumbrances, claims, demands, charges, liens, lispensens, debts and attachments whatsoever had made done, executed, occasioned or suffered by the Owner/ Developer or any person or persons claiming or to claim from through under or in trust for the Owner/ Developer into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, matters of things whatsoever as aforesaid the Owner/ Developer has good right full power and absolute authority to grant, sell transfer, convey, assign and assure the said flat unto and to the use of

the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer along with the right to sell, convey, transfer, mortgage or lease out or rent out the Said Flat to any person or any financial institution at his own choice, trust for the Owner/ Developer into and upon the said trust for the Owner/ Developer into and upon unit with common rights hereby granted, transferred, sold conveyed, assigned and assured or expressed or intended so to be unto and to the sue of the Purchasers for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, matters or things whatsoever as aforesaid the Owner/ Developer has good right full power and absolute authority to grant, sell, transfer, convey, assign and assure the Said Flat unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever form or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer along with the right to sell, convey, transfer, mortgage or lease out or rent out the said property to any person or any financial institution at its own choice without obtaining any prior permission from the Owner/ Developer or any other co-owners of the building but subject to the obligations as required and as covenanted hereunder and free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or otherwise by the Owner/ Developer well and sufficiently saved, defended, kept harmless and indemnified of from and against all and manner of former or other estate, right, lease, mortgage, charge, trust wakfs, debutters, attachments, executions, lispendens, claims, demands and encumbrances whatsoever made, done, occasioned or suffered by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Owner/ Developer and further that the Owner/ Developer and all persons having or lawfully claiming any estate, right, title and interest whatsoever in the Said Flat with common rights hereby granted, transferred sold, conveyed, assigned and assured or any part thereof from under or in trust for the Owner/ Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers made do and execute all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assuring and assigning the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned, assured and confirmed and every part thereof unto and to the sue of the Purchasers in the manner aforesaid as shall or may be reasonably required and the Purchasers hereby covenants with the Owner/ Developer that the Purchasers will and shall pay proportionate share of rates and taxes relating to the said premises and wholly in respect of the said flat and the Purchasers further covenant with the Owner/ Developer herein that the Purchasers shall hold, possess and enjoy the Said Flat as an absolute owner thereof subject to

the covenants conditions and agreements and common expenses set out and particularly mentioned and hereunder written to be observed and performed and paid by the Purchasers and that the Owner/ Developer shall upon every reasonable request of the Purchasers and at the costs of the Purchasers execute further deeds and documents to perfect the title of the Purchasers and the Owner/Vendor assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder written and/or describe and The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **FOURTH SCHEDULE** hereunder written and/or described and the Purchasers shall be entitled to the Rights and privileges as detailed in the **FIFTH SCHEDULE** hereunder written and /or described responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. AND FURTHER that PURCHASERS shall abide by the Restrictions /House Rules as detailed in **THE SIXTH SCHEDULE** above referred to and FURTHER THAT the PURCHASER shall the common expenses as detailed in the **SEVENTH SCHEDULE** hereunder written and /or described.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)**

ALL THAT piece and parcel of land admeasuring **7675.771 Square Meters** lying and situate at **Mouza - Ghoramara, J.L. no. 16, L.R. Dag no. 438, L.R. Khatian no. 120/3, Police Station - Serampore, District – Hooghly** which is butted and bounded as follows and the same is butted and bounded as follows:

BY NORTH : By

BY SOUTH : By

BY EAST : By

BY WEST : By

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO)**

ALL THAT piece and parcel of the **FLAT AND/OR UNIT** no..... on the **Floor** of the building being **Block-** in Project '**OM SKY CITY PHASE I** ' containing by estimation an area of **Sq. ft.** (Carpet) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts

portions areas and facilities to comprise in the said Residential Area as delineated and demarcated in the Map or Plan annexed hereto and shown in RED borders.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND PORTIONS IN THE BLOCK)**

1. Stair case,
2. Stair case landing,
3. Lift-well,
4. Lift plant installation,
5. Lift room,
6. Common passage and lobby on ground and 1st Floor excepting car parking area, if any.
7. Water pump, water tank, water pipes and other common plumbing installation,
8. Transformer, electric wiring, motor, generator and fittings,
9. Drainage and sewers including man holes etc.
10. Pump house,
11. Main gate/s and entrance/exits of the Residential Space/Area of the Building Complex.
12. Such other common parts, areas, equipments and installations fixtures, fittings and spaces and drive way in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified to be the common parts after construction of the building.
13. Common Paths, passages, pedestrian ways, driveways within the entire Project as intended to be provided by the Owner/Developer, excluding however the areas reserved by the Owner/Developer for parking of motor cars and other vehicles or other purposes and/or those allotted and/or provided to specific unit-Purchasers.
14. Water supply system as be planned by the Owner/Developer from time to time.
15. Drainage and sewerage system as be planned by the Owner/Developer from time to time.
16. Other areas and installations as be planned by the Owner/Developer.
- f17. Community Hall for all phases of "Om Skycity"
18. Skywalk connecting all blocks of "Om Skycity" at the roof level.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :
(EASEMENTS OR QUASI-EASEMENTS)**

1. The Right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building(s) as aforesaid for the ownership and use of common part or parts of the Building(s) including its installations staircases open space(s) in ground floor covered space(s) electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said flat(s) of the other part or parts of the Building (s) through pipes, drains, wires, conduits lying or being under through or over the Said Flat(s) so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building(s) .

3. The right of protection for other portion or portions of the Building(s) by all parts of the said flat(s) as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Flat(s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building(s).
4. The right of the occupier or occupiers of other part or parts of the Building(s) for the purpose of ingress and egress to and from such other Part or Parts of the Building(s) , the front entrances staircase, electrical installation open and covered space(s) and other common passages or paths of the Building(s).
5. The right of the Association or its authorized agents) with or without workmen and necessary materials to enter from time to time upon the said Flat(s) for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, fire fighting equipment as aforesaid PROVIDED ALWAYS that the other person or persons shall give to the Purchasers twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(RIGHTS AND PRIVILEGES OF THE PURCHASERS)**

1. The purchasers shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Flat(s) or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING the rights easements quasi-easements privileges and appurtenances.
2. The right of access and passage in common with the co-owners and occupiers at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in the Building(s) and the Said Premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Flat(s) with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers or the servants agents employees and invitees of the Purchasers to obtain in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the society/Service Company along such driveway and pathways as aforesaid.
4. The right of support shelter and protection of the Said Flat(s) by or from all parts of the Building(s) so far they now support shelter or protect the same.

5. The right of passage in common as aforesaid electricity water and soil from and to the Said Flat(s) through pipes drains wires and conduits lying or being in under through or over the Building(s) and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Flat(s) whatsoever.
6. The right with or without workmen and necessary materials for the Purchasers to enter from time to time upon the other parts of the Building(s) and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Flat(s) in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Owners and occupiers of the other Flats and portion of the Building(s).

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(RESTRICTIONS /HOUSE RULES)**

1. As from the date of possession of the said Flat(s) the Purchasers agree and covenant:
 - i. To co-operate with the other co Purchasers in the management and maintenance of the said building(s).
 - ii. To observe the rules framed from time to time by the Service Company/Holding Organisation and become a member of the association of Flat Owners who shall collectively observe the rules framed from time to time by the Service Company
 - iii. To use the said Flat(s) for residential purposes only and for no other purposes whatsoever without the consent in writing of the Owner/ Developer s.
 - iv. To allow the Holding Organisation with or without workmen to enter into the said Flat(s) for the purpose of maintenance and repairs.
 - v. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Flat(s) and proportionately for the building(s) and/or common parts/parts and wholly for the said Flat (s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Holding Association to such Holding Organisation. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Flat(s) has been taken or not by the Purchasers. The Purchasers shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to such Holding Organisation.
 - vi. To deposit the amounts reasonably required with Holding Organisation towards the liability for rates and taxes and other outgoings.
 - vii. To pay charges for electricity in or relating to the said Flat(s) wholly and proportionately relating to the common parts.

- viii.** Not to subdivide the said Flat(s) and/or the Parking Space if allotted or any portion thereof.
- ix.** To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building(s).
- x.** Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Flat(s) or in the compound or any portion of the building(s).
- xi.** Not to store or bring and allow being stored in the said Flat(s) any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building(s) or any portion of any fittings or fixtures thereof including windows, doors, floors etc, in any manner.
- xii.** Not to hand from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building(s) or any part thereof.
- xiii.** Not to fix or install air-conditioners in the said Flat(s) have and except at the places which have been specified in the said Flat(s) for such installation.
- xiv.** Not to do or cause anything to be done in or around the said Flat(s) which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat(s) or adjacent to the said Flat(s) or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xv.** Not to damage or demolish or cause to be damaged or demolished the said Flat(s) or any part thereof or the fittings and fixtures affixed thereto.
- xvi.** Not to close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Flat which differs from the colour scheme of the building(s) or deviation or which may affect the elevation in respect of the exterior walls of the said building(s).
- xvii.** Not to install grills the design of which have not been approved by the Architect.
- xviii.** Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat(s) or any part of the said building(s) or cause increased premium to be payable in respect thereof if the building(s) is insured.
- xix.** Not to make in the said Flat(s) any structural addition and/or alterations such as beams, columns, partition walls etc, or improvements of a permanent nature except with the prior approval in writing of the Local Civic Authority and/or any concerned authority as and when required.

- xx.** The Purchasers shall not fix or install any antenna on the roof or terrace of the said Building(s) nor shall fix any widow antenna except at the space identified and demarcated by the Owner/ Developer for the purpose.
 - xxi.** Not to deny acceptance (either individually or as a member of the association) to take over management of maintenance services and Not to insist upon the Owner/ Developer to continue management of maintenance services as and when the Owner/ Developer deems fit and proper to handover management of maintenance services and consequent thereto calls upon the association to take over management of maintenance services. The Purchasers is also aware that in the event of such denial and/or refusal the Owner/ Developer shall be at liberty to withdraw and/or discontinue maintenance services without any further reference.
 - xxii.** The Purchaser/s admit/s and accept/s that the Owner/developer herein and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for the Complex and/or extension thereof and /or any remaining and/or new construction and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.
 - xxiii.** Not to use the said Flat(s) or permit the same to be used for any purposes whatsoever other than as a residence(s)/ as has been granted and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building(s) or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Easting or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever.
 - xxiv.** Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsides.
 - xxv.** To abide by such building(s) rules and regulations as may be made applicable by the Holding Organisation and after the Holding Organisation is incorporated to comply with and/or adhere to the building(s) rules and regulations of such Holding Organisation.
 - xxvi.** Not to obstruct in parking vehicle of anybody including other Purchasers in the Complex.
 - xxvii.** Not to park any car or permit any car to be parked in any open area or unsold car parking area
 - xxviii.** To use the said car parking space for parking of cars belonging to the Purchasers and/or to the members of his family and not to allow any other person or strangers to park their cars in the car parking space allotted to the Purchasers.
- 2.** The purchasers agree that :

- i.** The Purchasers shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the Seventh schedule hereunder written at such rate as may be decided, determined and apportioned by the from the date of possession and upon formation and transfer of management of the building(s) to the Holding Organisation such payments are required to be make without any abatement or demand.
- ii.** The proportionate rate payable by the Purchasers for the common expenses shall be decided from time to time and the Purchasers shall be liable to pay all such expenses wholly if it relates to the Purchasers Flat(s) only and proportionately for the building as a whole. The statement of account of the appointment of the charges as prepared by the Maintenance Co. shall be conclusive and final. The purchasers shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building(s) to the Holding Organisation in terms of these presents, the employees of the Owner/ Developer s such as watchmen, security staff, liftmen, etc, shall be employed and/or absorbed in the employment of such Holding Organisation with continuity of service and on the same terms and conditions of employment and the Purchasers shall not be entitled to raise any objection thereto and hereby consents to the same.
- iii.** To abide by the rules and regulation as may be framed and decided for the use of the community hall and to take the written consent of the Owner/ Developer prior to use of the community hall and the Owner/ Developer shall have the discretion to grant or refuse such permission on the basis of availability.
- iv.** To pay to the Service Company such amounts for the aforesaid purpose as may be demanded by the authority.
- v.** So long as such Flat(s) in the said Premises shall not be separately mutated and assessed the Purchasers shall pay the proportionate share of all rates and taxes.
- vi.** If the purchasers fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchasers shall be liable to pay interest at the rate of one and half percent per month and further that if such amount shall remains unpaid for sixty days, shall be at liberty to disconnect and/or suspend all common services attached to the Purchasers' Flat (as has been granted) such as water supply, electricity connection, use of lifts, etc., till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.
- 3.** The Purchasers have further agreed that :

 - i.** The right of the purchasers shall remain restricted to the said Flat(s).
 - ii.** The Purchasers shall not have any right or claim in respect of the other portions of the said building or the premises.
- 4.** The Purchasers have further agreed that:

i. The Purchaser/s have gone through all the terms and conditions and the scheme of the Project "Om Skycity Phase I" and/or other phases of "Om Skycity " and understood the mutual rights and obligations detailed herein and the purchaser understands that The Project Om Skycity shall be developed in phases and the land being subject matter of this Agreement shall form one phase of such phases of Om Skycity. It being agreed that the land area for each phase shall and/or may differ and /or vary to the extent as the Owner/Developer deems fit and proper and the phases of Om Skycity shall be designed by the Owner/Developer only considering the best available layout and orientation of the project, the best possible elevation and aesthetics and the integration of each phase with the adjacent phase for connecting all the phases of the Project and each phase shall have the right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required and that the Owner/Developer shall be entitled to expand the project by adding any other piece or parcel of land adjoining or contiguous to the (hereinafter referred to as the Additional Area) subject to the Owner of the said Land being desirous of being a part of the project and any area which is included in the project with the concurrence of all the parties hereof and the concurrence of the respective land owner of the said Land, the Building/Units which are constructed in such additional area shall be entitled to all facilities and/or utilities existent in the Schedule land including but not limited to connecting the drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be intended to be provided in project and it shall be independent and a right secured with the Owner/Developer to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land and the right to open an access for ingress and egress to the adjoining land in such manner.

ii. The Purchaser hereby agrees that the Promoter shall have full and absolute right without any interference to develop the other Phases and /or Phases of **Om Skycity** on the adjacent land by the Developer herein and/or by any other entity or suitable arrangements with regard thereto may be entered into by the Promoter and /or the new entity and the Purchaser shall not raise any objection in the event the Promoter herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Promoter and all unit purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit purchasers of units in the scheduled land and the unit purchasers in the added/additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchaser herein along with the other co-Owner/Owner/Developer. It is agreed that after execution and registration and Deed of Conveyance and /or handing over possession of the Unit to the Purchaser the common amenities of "**Om Skycity Phase 1** " may be situated in **Phase I** of the Project and /or any other extensions and/or any other phase/phases in the Project and the nature of use of the said common amenities shall not remain confined to the flat/ unit Owner/Owner/Developer of "**Om Skycity Phase 1** " and it is further clarified that Unit Owner/Owner/Developer of other phases of "Om Skycity" shall also be entitled to use the common amenities and facilities in the project on such terms & conditions as the

Promoter may formulate for use and occupation thereof and upon the completion of all phases and extension of "Om Skycity" the Project shall be connectively known and identified as "Om Skycity".

iii. All Phases at Om Skycity irrespective of dwelling unit type and shall have common easement rights in all phases of "Om Skycity" and all the Unit Owner/Owner/Developer of the Blocks comprised in all the Phases and /or Phases of the Project shall have the right to use the approach road and other common areas and facilities Comprised the entire project, for which the Purchaser shall not raise any objection of whatsoever nature and it is agreed between the parties that notwithstanding that any particular phase of "Om Skycity" being completed and the Unit Owner/Owner/Developer of the said phase or part thereof having started to reside therein the right of the Promoter to complete the other phases by utilizing and using the common roads, pathways of "Om Skycity" for the purpose of carrying men and materials and construction equipment notwithstanding the minor inconvenience that may be caused during the construction stage of various phases of "Om Skycity",

iv. The Owner/Developer proposes to provide a sky walk facility by connecting all the blocks/ building in the entire project at the roof and the said skywalk facility shall be common to all the Purchaser/s of various phases of "Om Skycity".

v. The Developer shall be entitled to cause the necessary civil work for the skywalk at each of the phases and/or blocks irrespective of possession being handed over to the Purchaser/s of any particular block and the entire scheme of the skywalk has been understood by the Allottee.

vi. The Owner/Developer shall provide a common recreation centre for the Purchaser/s of Units in "Om Skycity" and/or its various phases and the Purchaser/s of Phase I shall not acquire any exclusive right to use the common recreation centre but shall use the said common recreation centre in common with the Purchaser/s of Units in all phases of "Om Skycity". The detailed terms and conditions of governing use of the common recreation centre will be formulated and circulated in due course before or after the recreation centre is made operational. The Allottee shall abide by the said rules and regulations. The Owner/Developer reserves the right to decide the amenities and facilities and/or the modifications thereto to be provided in the common recreation centre. The same will be made operational at any time prior to completion of the last phase of "Om Skycity" and till the completion and till such time the club made fully operational the Promoter shall operationalise the facility progressively.

vii. The commercial building forming part of Phase I shall not be a common area but the units therein shall be sold and/or commercially let out by the Owner/Developer on such terms and conditions as the Owner/Developer may enter into agreements with intending purchasers/ lessees.

viii. That the Purchaser shall not acquire any undivided proportionate share in the building forming part of the commercial block and the Owner/Developer shall be free to vary and/or revise the lay out of the commercial block and since the Purchaser acquires no right in the commercial block, the Purchaser shall not be required to pay any maintenance charges for the commercial block and it is made clear that the maintenance charges for the commercial block

shall be separately assessed and calculated and shall be realized from the commercial unit owners only.

ix. The common internal pathway and/or drive way situate beside the commercial building shall serve as the entry and exit passage for the uses of all Purchaser/s for all phases of "Om Skycity" and none of the users of any particular phase shall claim any exclusive right over the said common passage and further internal common roads which shall lead to the other phases of "Om Skycity" and for the purpose all internal roads of all phases shall be interconnected and integrated for the purpose of one common internal road network of "Om Skycity".

x. Inasmuch as upon completion of all phases of "Om skycity" the entire maintenance services for all phases shall be carried out by the common Association of "Om Skycity"

xi. It is understood that the Allottee has / have applied for allotment of Apartment(s)/ Unit(s) with full knowledge of all the law / notifications and rules applicable to the said plot/ Complex/ project area, which have been fully understood by the Allottee. It is further understood that the Allottee has / have fully satisfied himself/herself/itself about the right, and /or interest of **PROMOTER** in the said plot on which construction of the Premise will be /are being constructed.

xii. It is understood that the Allottee has/have applied for allotment of the Apartment(s)/ Unit(s) for residential purposes only and not for any other purpose.

xiii. The Purchaser /Allottee shall become member of the Association of Purchaser/s as and when the same is formed and the Association Of Purchaser/s shall be in respect of each phase of Om Skycity and/or . some phases of Om Skycity and/or the entire project of Om Skycity

xiv. The internal security of the Apartment(s)/ Unit(s) shall always be the sole responsibility of the respective Allottee

xv. The Allottee shall make timely and regular payments of maintenance and other utility charges.

xvi. The name of the Project is and shall be "**OM SKYCITY PHASE 1** " being a part of "Om Skycity". The Building and of the Projects shall be named in the manner as may be deemed appropriate by the PROMOTER.

xvii. The easement right and/or the pathways of the Project and in respect of the building/blocks/ units constructed and/or to be further constructed on the Said Land thereon together with the additional lands shall be provided by the Promoter as per its scheme of "Om Skycity". The Allottee agrees to the same and shall not raise any objection in this regard in any manner whatsoever irrespective of the identity of the Developer in respect of the future phases of "Om skycity".

xviii. The Allottee shall from time to time sign all applications, papers, documents, maintenance agreement, allotment letter, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as may require in the interest of the Premises and Apartment(s)/ Unit(s) Purchaser/s. In case of Joint Applicant(s) /

Allottee, any document signed / accepted / acknowledged by any one of the Allottee shall be binding upon the other Allottee.

xix. The Allottee and all persons under him shall observe all the Rules and Regulations that be framed by the Promoter / Maintenance Organization from time to time.

xx. It is further clarified that any nomination/transfer of the Apartment(s)/ Unit(s) by the Allottee shall not be in any manner inconsistent with the covenants herein contained. In case of nomination by the Allottee before execution of the of the Deed of Conveyance of the said Apartment, the Allottee shall be liable to pay to the Promoter/ Promoter necessary nomination fees.

xxi. After conveyance the Allottee shall apply for at his cost separate assessment of the Apartment(s)/ Unit(s) for municipal taxes and mutation of the name of the Allottee in respect of the Unit in the records of the concerned Municipal Authority

xxii. The Purchaser/s has/have examined and accepted the plans, designs, specifications of the said Apartment(s) / Unit(s).

xxiii. Landscape and the green areas will only be available upon completion of the entirety of the Complex as the same will be utilized for construction activities during the construction period.

xxiv. No request for modification or change in the exterior facades of the building will be permitted. No reimbursement or deduction in the value of Apartment(s) / Unit(s) shall be considered by **PROMOTER** if the Allottee desires (with prior written approval/consent of **PROMOTER**) to do some works/install some different fittings/floorings etc. on his/her own within the Apartment(s) / Unit(s) and request the **PROMOTER** to not to carry out such work/install fittings/floorings etc. within the Apartment(s) / Unit(s).

THE SEVENTH SCHEDULE ABOVE REFERRED

(Common Expenses)

- 1.** Establishment and all other capital and operational expenses of the Holding Company.
- 2.** All charges and deposits for supply, operation and maintenance of common utilities.
- 3.** All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
- 4.** All charges for the electricity consumed for the operation of the common machinery and equipment.

5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
OWNER/DEVELOPER at Kolkata in the
presence of

Witnesses:

1.

2.

SIGNED SEALED AND DELIVERED by the
PURCHASERS at Kolkata in the presence of :

Witnesses:

1.

2.

RECEIVED from the within named Purchasers the within mentioned **Rs****) only** by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

DATE	CHEQUE NO.	BANK	AMOUNT (in Rs)	TDS (in Rs)
TOTAL AMOUNT:				

(Rupees) only

Witnesses :

1.

2.