

### DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** made on this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand \_\_\_\_\_ between **M/s. Olivia Developer Pvt. Ltd.** having **PAN No.AACO8795R & CIN No. U45200WB2006PTC112166**, a company incorporated under the provisions of the Companies Act,1956 having its registered office at 5/3 Deshpriya Park East, P.O. Rash Behari Avenue, P.S. Lake, Kolkata-700029, represented by its Director **Sri Rajiv Kankaria** having **PAN NO. AKXPK0735B** (Aadhaar No. \_\_\_\_\_) authorized vide Board resolution dated \_\_\_\_\_ hereinafter referred to as the "**Promoter**" (which include its successor-in-interest and/or assigns and/or Directors and/or Legal Representatives) the party of the **First Part.**

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**AND**

[ if the Purchaser is a company]

\_\_\_\_\_ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN No. \_\_\_\_\_) represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized 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 successor-in-interest, and permitted assigns.) the party of the **Second Part.**

[ OR ]

[if the Purchaser is a Partnership]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ PAN No. \_\_\_\_\_, represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ 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 their heirs, executors and administrators of the last surviving partner and his/her/their assigns) the party of the **Second Part.**

[ OR ]

[if the Purchaser is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/ daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs,

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executors, administrators, successors-in-interest and permitted assigns) the party of the **Second Part**.

[ OR ]

[ if the Purchaser is a HUF ]

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) the party of the **Second Part**.

The Promoter and Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS :**

- A) One Rajani Kanta Dey, Probhas Chandra Dey and Jaminibala Dey were the owners of several plot of lands in Baruipur Mouza. J.L. No.31, Touzi No.250 under Baruipur Police Station, A.D.S.R. Baruipur in the District of 24 Pargana (South) were seized and possessed of the landed properties as aforesaid.
- B) The said landed properties were duly recorded in the name of the said Rajani Kanta Dey, Probhas Chandra Dey and Jamini Bala Dey in the revisional settlement records.
- C) The said Rajani Kanta Dey son of Lae Paban Chandra Dey died intestate on or about in the year 2000 leaving behind his three sons namely Subodh Chandra Dey, Shyam Sundar Dey and Tarak Nath Dey the wife of the Rajani Kanta Dey predeceased him.
- D) The said Probhas Chandra Dey son of Late Paban Chandra Dey died intestate on or about in the year 1980 leaving behind his wife and three

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sons namely Subol Chandra Dey, Amiya Kumar Dey and Sanat Kumar Dey. The wife of the said Probhas Chandra dey died intestate on or about in the year 1996.

- E) The Jamini Bala Dey wife of Late Nitya Nanda Dey died intestate on about in the year 1994 without having any heirs as she was childless.
- F) The said Rajani Kanta Dey, Probhas Chandr Dey and Jamini Bala Dey were the joint owners of plot being Dag Nos. 7945 and 7946 measuring about more or less 59.66 decimal and more or less 4.77 decimals of land aggregating more or less 64.43 decimals of land in Mouza- Baruipur, J. L. No.31, Touzi No.250, Khatian No.5400 in equal share as recorded in revisional settlement record.
- G) On July 7, 1973 during the life time of the said Ranjani Kanta Dey transferred his undivided one-third share in respect of the 66 decimal of land by a registered deed of gift measuring about 22 decimal or a little more or less in equal share favour of his three sons namely Subodh Chandra Dey, Shyam Sundar Dey and Tarak Nath Dey and the said gift deed was registered before the Sub-Registrar, Baruipur and entered in Book No.1, Volume No.56, Pages 165 to 173, Being No.4651 for the year 1973.
- H) On November 11, 1976 during the life time of the said Probhas Chandra Dey transferred his undivided one-third share in respect of 66 decimal of land by a registered deed of gift measuring about 22 decimal or a little more or less in equal share in favour of his three sons and two grandsons namely Subol Kumar Dey, Amiya Kumar Dey, Sanat Kumar Dey and Susanta Kumar Dey son of Subodh Chandra Dey (2) and Shyamal Kumar Dey son of Subodh Chandra Dey (2) and the said gift deed was registered before the Sub-Registrar Baruipur and entered in Book No.1, Volume No.112 Pages 146 to 152 being No.7950 for the year 1976.

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- I) On December 24, 1992 during the life time of the said Jamini Bala Dey transferred her undivided one-third share in respect of the 66 decimal of land by a registered deed of gift measuring about 21 decimal or a little more or less in one and half share of the said 21 decimal in equal share measuring about 10.5/6 decimal favour of Subodh Chandra Dey (2) Subol Chandra Dey and Sanat Kumar Dey and the said gift deed was registered before the Sub-Registrar, Baruipur and entered in Book No.1, Volume No.87, Pages 245 to 250, Being No.7652 for the year 1992.
- J) On December 24, 1992 during the life time of the said Jamini Bala Dey also transferred remaining portion of her undivided one-third share in respect of the .66 decimal of land to the extent of 10.5/6 decimal by a registered deed of gift measuring about 10.5/6 decimal or a little more or less in equal share favour of Subodh Chandra Dey (2) Subol Chandra Dey and Sanat Kumar Dey and the said gift deed was registered before the Sub-Registrar, Baruipur and entered in Book No.1, Volume No.87, Pages 251 to 256, Being No. 7653 for the year 1992.
- K) By virtue of the said deed of gifts the sons of Rajani Kanta Dey namely Subodh Chandra Dey, Shyam Sundar Dey and Tarak Nath Dey thus became the owner of undivided share of land measuring about 32.5/6 decimal or a little more or less out of .65 decimal in Dag No.7945 and 7946, Khatian No.5400, J.L. No.31, Mouza – Baruipur, under Baruipur Police Station in the District of 24 Parganas (South)
- L) By virtue of the said deed of gifts the sons of Probhas Chandra Dey namely Subol Chandra Dey, Amiya Kumar Dey, Sanat Kumar Dey and two grandsons of the said Probhas Chandra Dey Susanta Kumar Dey and Shyamal Kumar Dey and Subodh Chandra Dey (2) thus become the owner of undivided share of land measuring about 32.5/6 decimal or a little more or less out of 65 decimal in Dag No.7945 and 7946, Khatian No.5400, J. L. No.31, Mouza – Baruipur, under Baruipur Police Station in the district of 24 Parganas (South).

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- M) The said Subodh Chandra Dey son of Rajani Kanta Dey died intestate on or about January, 2008 leaving behind his wife, only son and five daughter being the vendor Nos.1 to 7 in the Sale Deed No.08298 for the year 2011.
- N) The said Shyam Sundar Dey another son of Rajani Kanta Dey also died intestate on or about February, 2006 leaving behind his wife and three sons being the Vendor Nos. 8 to 11 in the Sale Deed No.08298 for the year 2011.
- O) The said Subodh Chandra Dey (2) son of Late Probhas Chandra Dey died intestate on or about May, 2005 leaving behind his wife, Two sons and two daughter being the Vendor Nos. 16 to 20 in the Sale Deed No.08298 for the year 2011.
- P) Upon the death of the said Subodh Chandra Dey and Shyam Sundar Dey the sons of Rajani Kanta Dey the heirs and successors of the said Subodh Chandra Dey and Shyam Sundar Dey alongwith the living son of Rajani Kanta Dey namely Tarak Nath Dey and the heirs of Probhas Chandra Dey being Vendor Nos.12 to 15 of Sale Deed dated 20.10.2011 together with the other named donees as mentioned in the gift deeds thus became the joint owners of the said properties being Dag No.7945 and 7946 in Mouza – Baruipur, J. L. No.31 Sheet No.4, Khatian No.5400 Measuring about .65 decimal or a little more or less seized and possessed of the said land quietly and peacefully without any interruption in any nature whatsoever and the said land and properties is free from all encumbrances.
- Q) It has also been represented by all the vendors of the Sale Deed dated 20.10.2011 including the constituted attorney namely Sri Mrinmoy Dey son of Late Shyam Sundar Dey as well as the vendor no.9 of the Sale Deed No.08298 for the year 2011, has acquired easement rights on the part of plot no.7944, Mouza – Baruipur in the district of 24 Parganas (South) measuring about 78'-6"X10' aggregating 786 square feet for ingress and egress to the plot of land held and owned by the said Mrinmoy Dey the vendor No.9 in the Sale Deed dated 20.10.2011 alongwith the

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other vendors being Dag No.7945 and 7946 from the owner of the plot being Dag No.7944 namely Mamata Banerjee wife of Sri Asit Banerjee residing at Post office Madarat, Plice Station – Baruipur in the district of 24 Parganas (South) by a registered deed of easement right for the common passage for ingress and egress of the people and/or inhabitants and/or subsequent purchaser or purchasers including their men and agents of plot No.7945 and 7946 as mentioned hereinabove being Deed No.07190, Volume No.22, Book No.1, Pages from 2887 to 2903 for the year 2011 registered with the office of the Additional District Sub-Registrar at Baruipur, West Bengal hereinafter referred to as the said COMMON PASAGE.

- R) The Vendor No.9 of the Sale Deed No.08298 for the year 2011, has also agreed to enter into a separate agreement with the purchaser there and vendor No.1 to 8 and 10 to 20 of the said Sale Deed No.08298 for the year 2011 as confirming party in respect of the use and occupation of the said common passage for ingress and egress of the purchaser its men and agents and the inhabitants of the plot being Dag No.7945 and 7946 on and upon the said common passage being Dag No.7944 perpetually and forever without any objection of any nature whatsoever as the said easement right of common passage for ingress and egress has been acquired by the vendor no.9 therein.
- S) In the premises aforesaid, the vendors therein in the said sale deed dt.20.10.2011 were the joint and absolute owners have sold, transferred and conveyed the said property measuring about 65 decimal of land lying and situate at Dag No.7945 and 7946 in Mouza- Baruipur, J. L. No.31, Touzi No.250, Sheet No.4, Khatian No.5400 together with approach land leading to the land of the vendors for smooth ingress and egress of the purchaser without any interference by any individual, neighbor, adjacent plot holders or anybody else in any nature whatsoever at or for a consideration as mentioned in the Sale Deed dt.20.10.2011 which land has been purchased by the Promoter herein by paying valuable consideration

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being Deed No. 08298 for the year 2011, Registered in Book No.1, Volume No.25 Pages from 3822 to 3861 registered before the Additional Registrar Office of A.D.S.R. Baruipur, West Bengal.

- T) Now under the premises the Promoter has become the sole & exclusive Owner and Possessor of the property measuring about 65 decimal equivalent to 40 Kathas of land lying and situate at Dag No.7945 and 7946 in Mouza- Baruipur, J. L. No.31, Touzi No.250, Sheet No.4, Khatian No.5400 together with approach land leading to the land of the vendors for smooth ingress and egress of the purchaser without any interference by any individual, neighbor, adjacent plot holders or anybody else in any nature whatsoever.
- U) A Building Plan bearing No. 287/417 dated 26.06.2014 Subsequently revised and renewed plan No.287/417/Renewed/KMDA date 11.07.2018 was sanctioned by The South Twenty Four Parganas Zilla Parishad for construction of ground plus four storied building in the said premises Residential Apartments/Units on the total land.
- V) The Promoter herein constructed a new building christened as "ARIA RABINDRA" in the said premises in accordance with the said sanctioned building plan.
- W) The **Purchaser** i.e. the Allottee had approached the **Promoter** directly to purchase the Apartment/Unit no. .... on the ..... Floor, Block No. .... measuring about ..... (.....) sq. ft of carpet area morefully described in the **3<sup>rd</sup> Schedule (Said Apartment/Unit)** and accordingly an Agreement for Sale has been executed between the Parties herein on \_\_\_\_\_ in respect of the said Apartment/Unit on the terms & conditions and the Consideration as mentioned therein.
- X) Now the parties herein are desire to execute the Deed of Conveyance for the said Apartment/Unit in accordance to the terms & conditions of the

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said Agreement for Sale dated \_\_\_\_\_ and as such the Promoter hereby transfer the area of the said Apartment/Unit as morefully described in the Third Schedule herein in favour of the Purchaser on execution under this indenture.

- Y) At or before the execution of this Indenture the Purchaser has fully satisfied himself/herself, itself as to –
- a) Title of the Owners in respect of the said premises.
  - b) The Right of the Promoter to Transfer the Said Apartment/Unit.
  - c) The area and other dimensions and specifications of the said Apartment/Unit agreed to be owned and/or acquired by the Purchaser.
  - d) About the workmanship and materials used in construction of the new building at the said premises.
  - e) As to the structural stability of the new building at the said premises.
  - f) Covered/open car parking space(s) allotted to various persons and/or reserved for the Promoter.
  - g) Spaces or area earmarked for Promoter to erect neon signs/hoardings.
  - h) Carpet up area comprised in the said Apartment/Unit.
  - i) The areas reserved for common use and enjoyment.

AND has/have agreed not to raise any objection in respect thereof whatsoever or howsoever.

In this Deed certain expressions have been assigned the meaning as would appear from the FIRST SCHEDULE hereunder written.

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**NOW THIS INDENTURE WITNESSETH as follows:**

- I. In pursuance of total consideration of Rs...../- (Rupees  
..... Only) as  
**Consideration** plus GST paid by the Purchaser and also by the receipt  
hereunder written admit and acknowledge to have been received and of  
and from payment of the same and every part thereof doth hereby for ever  
acquit release transferred with the concurrence of the Owners the  
Promoter hereby grant sell transfer convey assign and assure ALL THAT  
the Apartment/Unit no. .... on the ..... Floor, Block  
No \_\_\_\_\_ measuring about ..... (.....) sq. ft of carpet  
area together undivided proportionate share in the land and in the common  
parts and portions (hereinafter collectively referred to as "the said  
Apartment/Unit") morefully described in the Third Schedule hereunder  
written unto and in favour of the Purchaser (the said Apartment/Unit and  
said undivided share in the land are hereinafter collectively referred to as  
THE SAID APARTMENT/UNIT AND THE PROPERTIES  
APPURTENANT THERETO) TO HAVE AND TO HOLD the said  
APARTMENT/UNIT and the properties appurtenant thereto absolutely  
and for ever free from all encumbrances charges liens lispensens  
attachments trust whatsoever or howsoever AND TOGETHER WITH the  
right to use the common area installations and facilities in common with  
the Co-Purchasers and other lawful occupants of the New Building BUT  
EXCEPTING AND RESERVING such and/or the Society and/or  
Association of Co-Owners (more fully and particularly mentioned and  
described in the FIFTH SCHEDULE hereunder written) AND  
TOGETHER WITH all easements or quasi easements and other  
stipulations and provisions in connection with the beneficial use and  
enjoyment of the said Apartment/Unit And the Properties Appurtenant  
thereto (more fully and particularly mentioned and described in the  
SIXTH SCHEDULE hereunder written) TO HAVE AND TO HOLD THE  
SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT  
THERETO hereby sold transferred and conveyed and every part or parts

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thereof unto and to the use of the Purchaser SUBJECT TO the restrictions (more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) AND ALSO SUBJECT TO the Purchaser making payment of the maintenance charges and other charges payable in respect of the said Apartment/Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written) to the Promoter do hereby release, relinquish disclaim and disown all his right title and interest into or upon the said Apartment/Unit and the properties appurtenant thereto unto and to the Purchaser herein.

- II. AND THE PROMOTER i.e. THE OWNER DOTH HEREBY COVENANT WITH THE PRUCHASER i.e. THE ALLOTTEE as follows:-
- a) THAT notwithstanding any act deed matter or thing whatsoever by the Owner/Promoter done or executed or knowingly suffered to the contrary the Owner/Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Apartment/Unit And the Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every apart thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances to make void the same.
  - b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Owner/Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Apartment/Unit And The Properties Appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the purchaser in the manner as aforesaid.
  - c) THAT the said Apartment/Unit And the Properties Appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now

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free from all claims demands encumbrances liens attachments leases lispendens debuttar or trust made or suffered by the Owners/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest through under or in trust for the Promoter.

- d) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Apartment/Unit And The Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by the Owner/Promoter Party or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispendents debuttar or trust or claims and demands whatsoever created occasioned or made by the Owner/Promoter or any person or persons lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT the Owner/Promoter and all persons having or lawfully or equitably claiming any estate or interest in the said Apartment/Unit And The Properties Appurtenant thereto or any part thereof through under or in trust for the Owner/Promoter shall and will from time to time and at all times hereafter at the request and at the cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Apartment/Unit And The Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) THAT the Owner/Promoter has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and

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where under the said Apartment/Unit And the Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

- h) THAT the Owner/Promoter doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the purchaser to produce or cause to be produced to the purchaser or to its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also the said apartment/unit and the properties appurtenant thereto and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncancelled.
- III. AND THE PURCHASER i.e. THE ALLOTTEE DO HEREBY AGREE AND COVENANT WITH THE PROMOTER i.e. THE OWNER as follows:-
- a) To regularly and punctually make payment of the proportionate share of the maintenance charges payable in respect of the said Parking Space if any along with the maintenance charges payable in respect of the said Apartment/Unit.
- b) NOT to let out grant lease or sell or transfer or deal with or in any way encumber or charge or part with the possession of the said Parking Space independently of the said Apartment/Unit.
- c) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space from time to time.

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IV. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT/UNIT AND THE PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNER/PROMOTER as follows:-

- a) THAT the Purchaser and all other persons deriving title under it shall and will at all times hereafter shall observe the restrictions regarding the user set for the in the SEVENTH SCHEDULE hereunder written.
- b) THAT the Purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the Panchayat rates and taxes and other outgoings including cesses, multistoried Building tax, Water Tax, Urban Land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Apartment/Unit and proportionately for the new Building as a whole and for the common parts and portions.
- c) THE Purchaser shall within three months from the date of execution of these presents apply for obtaining mutation of its name as the owner of the said Apartment/Unit from Competent Authority and shall also obtain separate assessment of the said Apartment/Unit and so long the said Apartment/Unit is not separately assessed the purchaser shall pay the proportionate share of the assessed Panchayat tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Promoter and upon formation of the Association by such Association/Society.

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V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

- a) THAT the Undivided share in the land comprised in the said Premises hereby sold and transferred and attributable to the said Apartment/Unit shall always remain indivisible and impartible.
- b) THAT from the date of handing over, the Promoter shall not have any liability, obligation or responsibility whatsoever regarding the Common Portions / the Buildings/ the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Common Portions / the Buildings/ the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment/Unit Owners i.e. the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment/Unit Owners i.e. the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license, etc. and the Promoter shall sign necessary papers upon being requested in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over, only the Apartment/Unit Owner i.e. the Purchaser and/or the Association shall have the entire liability, obligation or responsibility whatsoever.
- c) THAT the Owner i.e. the Promoter shall have right to use the ultimate roof and such other spaces in the complex as may be demarcated exclusively for itself and shall have right to erect any neon signs or hoardings on the

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roof including Mobile Towers. The revenue generated from such hoardings/erections belongs to the Promoter. All expenses in this regard including but not limited to electricity consumption shall be borne and discharged by the Promoter. The Promoter shall be entitled to further horizontal or vertical extension on the said premises or on any part or portion of the said Building and such construction shall be in accordance with Plan. The Purchaser acknowledges such right of the Promoter and agrees not to raise any objection in this regard.

- d) The right of the purchaser shall remain restricted to the said Apartment/Unit and it is hereby expressly agreed that the roof/terrace and other open spaces of the said new Building and premises shall be the absolute property of the Promoter i.e. the Owner to whom the roof/terrace and other open spaces is allotted and the Purchaser or any person claiming through it shall not have any right or claim in respect of thereof.
- e) The said new Building shall always be known as "Aria Rabindra".
- f) At or before entering into these presents the Purchaser has made himself/herself/themselves aware that the said New Building is a composite of Residential Apartments/Units and the Purchaser agrees to maintain the decency of the said NEW BUILDING and shall not do any act deed of thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building.
- g) The Purchaser shall at its own cost immediately after the execution of this Deed apply to WBSEB Ltd. for obtaining a separate electric meter and until such separate meter is obtained the Promoter shall temporarily provide a Sub Meter and the Purchaser shall regularly and punctually make payment of the electricity charges.

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VI. AND THE PURCHASER(S) DO HEREBY FURTHER AGREE AND COVENANT WITH THE PROMOTER as follows:-

- i) Until the formation of the Association/Society of the Allottee/Purchaser which may include the Promoter or any person authorized by the Promoter shall continue to provide maintenance and services for the common parts and portions SUBJECT HOWEVER to the Purchaser regularly and punctually making payment of the maintenance and service charges more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written.
- ii) The maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges the Purchaser shall be liable to pay interest as per Rules per annum PROVIDE HOWEVER if the said default shall continue for a period of more than 30 days from the date of new payment become due then and in that event the Promoter and/or the Association/Society shall –
  - a) Discontinue the use of common services.
  - b) Discontinue the supply of water.
  - c) Prevent use of the lifts and such services shall not be restored until all the amounts together with interest shall be fully paid.
- iii) Within three months from the date of execution of this Deed of Conveyance the Purchaser shall apply to Competent Authority for mutation of its names with the Competent Authority and until such time such mutation is effected the Purchaser shall be liable to make payment of the proportionate share of the panchayat rates taxes and other outgoings in respect of the said Apartment/Unit and proportionately for the building.
- iv) The amount deposited by the Purchaser as and by way of Sinking Fund/Development Fund shall continue to remain with the Promoter until such time the Association/Society takes over and the said Sinking Fund/Development Fund and also the interest accrued thereon shall be

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Director



applied towards the capital expenditure as and when becoming necessary it being expressly agreed and declared by and between the parties hereto that in no event the Purchaser shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of panchayat rates taxes and other outgoings including maintenance charges.

- v) The right of the Purchaser shall remain restricted to the said Apartment/Unit and the said Car Parking Space(s) and in no event the purchaser or any person claiming through it shall be entitled to stretch or expand its claims over and in respect of the other parts of the building AND the purchaser hereby further covenants and assures that it shall not interfere with the rights of the Promoter in selling transferring making out or letting out the remaining unsold area on and covered spaces and to carry out repairs renovations and improvements in the said building and for use the same for any commercial purpose.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(DEFINITIONS)**

- 1.1 ACT/RULES/REGULATION shall means :
- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
  - b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
  - c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- 1.2 WHO ARE THE OWNER shall mean the Promoter i.e. the Owners above named as mentioned herein before and their respective heirs, legal representatives, executors, administrators, assigns and/or its successor or successors in interest.

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Director

- 1.3 WHO ARE THE PURCHASER shall mean: the Allottee i.e. the purchaser above named and its/his/her successor and/or successors in interest, heirs/executors, administrators, successors, legal representatives and/or assigns.
- 1.4 ARCHITECT shall mean the person or any firm or architect appointed by the Promoter.
- 1.5 NEW BUILDING shall mean the new building named "ARIA RABINDRA" consisting of ground plus four upper floors comprising of Residential Apartments/Units constructed in the said premises in accordance with the plan already sanctioned by the South Twenty Four Parganas Zilla Parishad with such modification variations permitted by the South Twenty Four Parganas Zilla Parishad as and when required.
- 1.6 RESIDENTIAL APARTMENTS/UNITS shall mean those apartments/units on the ground, first, second, third and fourth floor of the New Building.
- 1.7 CAR PARKING SPACE \_\_\_\_\_ Open/Covered
- 1.8 COMMON PURPOSES shall mean and include the purpose of maintaining the said premises and the said new Building and in particular the common parts portion areas and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various apartments/units and common use and enjoyment thereof.
- 1.9 COMMON EXPENSES shall mean the common expenses to be paid borne and contributed by the intending purchaser(s) in proportion to the area of their respective apartment/unit(s) for rendition of common services more fully and particularly mentioned and described in the EIGHTH

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SCHEDULE hereunder written and catering to Commercial Apartments/Units.

- 1.10 COMMON PARTS AND PORTIONS shall mean and include Lobbies corridors staircases, hallways, passage-ways, driveway, lifts, life-shafts, pump rooms, machine room overhead water tank underground reservoir, Generator, generator room, common lavatories and other facilities and spaces whatsoever required for maintenance and/or management of the new building to be determined/provided by the Promoter in its absolute discretion at the time of making over the possession of the said Apartment/Unit more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written and to be identified with Commercial Apartments/Units.
- 1.11 PREMISES shall mean ALL THAT land 40 Kathas equivalent to 65 decimal held by the Promoter more fully described in the SECOND SCHEDULE hereunder written.
- 1.12 SANCTIONED PLAN shall mean the Building plan sanctioned by the South Twenty Four Parganas Zilla Parishad being no. 287/417 dated 26.06.2014 and subsequently revised & renewed plan No. 287/417/Renewed/KMDA dated 12.07.2018 and shall include such modification or variation as may be made from time to time.
- 1.13 RESTRICTIONS shall mean various restrictions regarding the user/holding of the said apartment/unit as hereinafter stated and morefully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written.
- 1.14 SINKING FUND shall mean the fund to be paid and/or contributed by each Apartment/Unit Owner including the Purchaser herein towards sinking/reserve fund which shall be held by the Promoter on account of

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Director



capital expenses and after the said new building is completed and possession is made over and upon formation of the said Society/Association, the said amount on account of sinking fund shall be transferred to the such Society/Association.

- 1.15 SAID APARTMENT/UNIT shall mean **ALL THAT** Apartment/Unit no. .... on the ..... floor, Block No. \_\_\_\_\_ measuring about ..... (.....) sq. ft of carpet area in the Building named Aria Rabindra TOGETHER WITH the undivided impartible proportionate share in the land underneath the said Building and attributable to the said APARTMENT/UNIT and TOGETHER WITH the undivided proportionate share into or upon the common areas and/or utilities into and/or facilities in the said New Building at the Said Premises
- 1.16 UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE IN THE LAND shall mean the undivided impartible indivisible proportionate share in the land underneath the building lying erected in the said premises described in the SECOND SCHEDULE hereto and appurtenant to the said Apartment/Unit and, inter alia, agreed to be sold to the Purchaser herein, which shall always be impartible and shall be proportionate to the covered Area of the said Apartment/Unit and shall also include such shares appurtenant to all other Apartments/Units comprised in the said New Building wherever the context so permits.
- 1.17 SERVICE CHARGES shall mean the service/maintenance charges for the common parts portions areas facilities and/or amenities as may be incurred by the Promoter for the said purpose including providing services, making such provisions or incurring expenses in respect of future provisions of the services as the Promoter may in its absolute discretion consider fit and proper. The proportionate amount agreed to be paid by the Purchasers on account of the service and maintenance charges shall be determined by the Promoter in its absolute discretion.

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1.18 Singular number shall include plural number as well.

1.19 Masculine gender shall include feminine and neutral genders as well.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(PREMISES)**

An area measuring about 65 decimal equivalent to 40 Kothas of land more or less comprised in Mouza Baruipu, R S Khatian No.5400, Dag Nos.7945 and 7946, P. S. Baruipur, P.O. Madarat under Madarat Gram Panchayat, Dist. South 24 Parganas, West Bengal Pin No.743610 and butted and bounded as follows:

<b>On the North by</b>	:	Others Land.
<b>On the South</b>	:	Others Land.
<b>On the East</b>	:	Land of Promoter.
<b>On the West</b>	:	Others Land.

**OR HOWSOEVER OTHERWISE** the said premises now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(THE SAID APARTMENT/UNIT)**

**ALL THAT** Residential Apartment/Unit no. .... on the ..... Floor, Block ..... measuring about ..... (.....) sq. ft of carpet area in the Building named Aria Rabindra **TOGETHER WITH** the undivided impartible proportionate share in the land underneath the said Building and attributable to the said **APARTMENT/UNIT** and **TOGETHER WITH** the undivided proportionate share into or upon the common areas and/or utilities into

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and/or facilities in the said New Building at the Said Premises with Tiles flooring and delineated on the Plan annexed hereto and bordered in colour **Red** thereon.

**THE FOURTH SCHEDULE ABOVE REFERED TO**

**(Common Areas and Utilities)**

**SECTION A: [Common Areas and installation in respect whereof only right of user in common shall be granted]**

- a) Boundary Walls, Main Gates, Lobbies, common passages and staircases of the Buildings and common paths in the Premises except the roof of the premises.
- b) Lifts, lift machinery and lift pits if any.
- c) Common drains, sewers and pipes.
- d) Wires and accessories for lighting of Common Areas of the Buildings.
- e) Library.
- f) Community Hall.
- g) Garden.

**SECTION - B [Common installations in respect whereof only right of user in common shall be granted as Service Area]**

- a) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.

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- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Apartment.
- c) Other facilities or installations, if any provided for the common use of the Apartment Owners of the Premises and not covered by Section A hereinabove.
- d) Common water reservoirs, water tanks, water pipes [save those inside any Apartment] and deep tubewell [if any, allowed by the Corporation/Jila Parishad/ Panchayat/ Local Authority] appurtenant to the Buildings.
- h) Pumps and motors.
- i) Firefighting equipment in the Buildings.

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

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Promoter and/or the Society and/or the Association of Co-owners of the New Building.

1. The right in common with the Purchaser and/or other person or person or persons entitled to the other part or parts of the New Building as aforesaid for the ownership and use of common part or parts of the New Building 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 Apartment/Unit(s) of the other part or parts of the New Building through or over the said apartments/units) so far as may be

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reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building for all purposes whatsoever.

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

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

1. The Purchaser 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 Apartment/Unit(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 unto the Promoter the

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rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the FIFTH SCHEDULE hereto.

2. The right of access and passage in common with the Promoter and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tube well, lifts and electrical installations and all other common areas installations and facilities in the New Building and the said Premises.
3. The right of the way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Apartment/Unit(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 Purchaser or invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Promoter and the Society/Association along such drive way and path ways as aforesaid.
4. The right of support shelter and protection of the said Apartment/Unit(s) by or from all parts of the New Building 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 Apartment/Unit(s) through pipes drains wires and conduits lying or being in under through or over the New Building and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Apartment/Unit(s) and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New Building and the Said Premises for the purpose of repairing so far as may

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be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment/Unit(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 apartments/units and portion of the Building.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(RESTRICTIONS/HOUSE RULES)**

1. As from the date of possession of the said Apartment/Unit(s) the Purchaser agrees and covenants.
  - (a) To co-operate with the other co-purchasers and the Promoter in the management and maintenance of the said building.
  - (b) To observe the rules framed from time to time by the Society/Association.
  - (c) To use the said Apartment/Unit(s) for residential, purpose (as has been granted) and for no other purposes whatsoever without the consent in writing of the Promoter.
  - (d) To allow the Promoter with or without workmen to enter into the said Apartment/Unit(s) for the purpose of maintenance and repairs.
  - (e) 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 Apartment/Unit(s) and proportionately for the building and/or common parts/areas and wholly for the said Apartment/Unit(s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Promoter and upon the formation of the Society/Association to such

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Society/Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Apartment/Unit(s) has been taken or not by the Purchaser, the said amounts shall be paid by the Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Promoter and upon formation of the Society/Association to such Society/Association.

- (f) To deposit the amounts reasonably required with the Promoter and upon the formation of the Society/Association with such Society/Association towards the liability for rates and taxes and other outgoings.
- (g) To pay charges for electricity in or relating to the said Apartment/Unit(s) wholly and proportionately relating to the common parts.
- (h) Not to subdivide the said Apartment/Unit(s) and/or the Parking Space if allotted or any portion thereof.
- (i) Not to do anything or prevent the Promoter from making further or additional constructions and notwithstanding any temporary disruption in the Purchaser's enjoyment of the said Apartment/Unit(s).
- (j) To maintain or remain responsible for the structural stability of the said apartment/unit and not to do anything which has the effect of affecting the structural stability of the building.
- (k) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Apartment/Unit(s) or in the compound or any portion of the building.
- (l) Not to store or bring and allow to be stored in the said Apartment/Unit(s) any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any

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fittings or fixtures thereof including windows, doors, floors etc. in any manner.

- (m) Not to hang 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 or any part thereof.
- (n) Not to fix or install air-conditioners in the said Apartment/Unit(s) save and except at the places which have been specified in the said Apartment/Unit(s) for such installation.
- (o) Not to do or cause anything to be done in or around the said Apartment/Unit(s) which may cause or tantamount to cause or effect any damage to any flooring or causing of the said Apartment/Unit(s) or adjacent to the said Apartment/Unit(s) or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- (p) Not to damage or demolish or cause to be damaged or demolished the said Apartment/Unit(s) or any part thereof or the fittings and fixtures affixed thereto.
- (q) Not to close or permit the closing of verandahs 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 apartment/unit which in the opinion of the Promoter differs from the colour scheme of the building or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the said building.

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- (r) Not to install grills the design of which have not been approved by the Architect.
- (s) 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 apartment/unit(s) or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- (t) Not to make in the said Apartment /Unit(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 Promoter and with the sanction of the Competent Authority as and when required.
- (u) The Purchaser shall not fix or install any antenna on the roof or terrace of the said Building nor shall fix any window antenna.
- (v) Not to use the said **Apartment/Unit(s)** or permit the same to be used for any purpose whatsoever other than as a **Residential Apartment/Unit** 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 or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any industrial activities whatsoever.
- (w) Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner to be visible to the outsiders.
- (x) To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the

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*H. h. Chandley*

Director

Society/Association and after the Society/Association is incorporate to comply with and/or adhere to the building rules and regulations of such Society/Association.

2. The Purchaser agrees that :

- (a) The Purchaser shall pay regularly and punctually within 7<sup>th</sup> day of every month, in advance and month by month the common expenses as described in the EIGHTH SCHEDULE hereunder written at such rate as may be decided, determined and apportioned by the Promoter to be payable from the date of possession to the Promoter and upon formation and transfer of management of the building to the Society/Association such payments are required to be made without any abatement or demand.
- (b) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Promoter from time to time and the Purchaser shall be liable to pay all such expenses wholly if it relates to the Purchaser's Apartment/Unit(s) only and proportionately for the building as a whole. The statement of account of the apportionment of the charges as prepared by the Promoter shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of said building to the Society/Association in terms of these presents, the employees of the Promoter such as watchmen, security staff, lift men, etc. shall be employed and/or absorbed in the employment of such Society/Association with continuity of service and on the same terms and conditions of employment with the Promoter and the Purchaser shall not be entitled to raise any objection thereto and hereby consents to the same.
- (c) So long as each Apartment/Unit(s) in the said Premises shall not be separately mutated and assessed the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises including the

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Director

charges for loss of electricity while in transmission to the Promoter. Such proportion is to be determined by the Promoter on the basis of the area of such Apartment/Unit(s) in the said Building.

- (d) If the Purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchaser shall be liable to pay interest at the rate as per provision of the Act, 'HIRA' per month and further that such amount shall remain unpaid for sixty days, the Promoter shall be at liberty to disconnect and/or suspend all common services attached to the Purchaser's Apartment/Unit 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 Purchaser has further agreed that:

- a) The right of the Purchaser shall remain restricted to the said Apartment/Unit(s).
- b) The Purchaser shall not have any right or claim in respect of the other portions of the said building or the premises.
- c) The Promoter shall be absolutely entitled and/or shall have sole and exclusive right to the roof of the building and all the other open spaces of the said building and premises for any future development and construction thereon and shall also be entitled to transfer the same fully or in part on as it were it basis or duly developed by way of construction thereon to any person or persons, party or parties and/or deal with the same as the Promoter in its sole discretion shall think fit & proper and the Purchaser hereby consents to the same without any objection and/or claim in whatsoever manner under any circumstances.

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*H. H. Chowdhury*

Director



**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses)**

1. All proportionate costs of maintenance, operations repairs, replacement services and white washing, painting, rebuilding, reconstructing, decorating, redecorating of all other common areas/parts its fixtures fittings electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, lift man etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire lightening mob violence, Civil commotion, etc., if insured.
4. Expenses for supplies of common utilities electricity water charges etc. payable to any concerned authorities and/or organization and payment of all other incidental.
5. Panchayat and other rates and taxes and levies and all other outgoings save those which would be separately assessed and/or incurred in respect of any apartment/unit or portion of land.
6. Costs and establishment and operational charges of the Promoter and/or the Association relating to common expenses.
7. All such other expenses and outgoings as are deemed by the Promoter and /or the Association to be necessary for or incidental thereto.

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*N. S. Choudhary*

Director

8. Electricity expenses for lighting all the common parts outer walls of the building, parking space and for operation of all the common areas.
9. Operational cost of the Cable Connection, Intercom, EPABX, Close Circuit TV.
10. Operational cost, maintenance, replacement of the lift.
11. Capital expenses cost for charge or replacement of any equipment.
12. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
13. Painting with quality paint as often as may (in the opinion of the Society/Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
14. Cleaning as necessary the external walls and windows (not forming part of any apartment/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.
15. Cleaning as necessary of the areas forming part of the property.
16. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Seller may think fit.

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*H. S. Chandel*

Director

17. Providing and arranging for the emptying of receptacles for rubbish.
18. 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 apartment/unit.
19. 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 or attributable to any individual Apartment/Unit.
20. 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 apartments.
21. 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.
22. 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 occupier of any apartment/unit.
23. The purchase maintenance renewal and insurance of equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.

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*M. A. Chadey*

Director



24. Administering the management company staff and complying with all relevant statutes and regulation and orders thereunder and employing suitable persons or firm to deal with these matters.
25. The provisions maintenance and renewal of any other equipment and the provision of any other service which in the option of the Society/Association it is reasonable to provide.
26. Such time to be fixed annually as shall be estimated by the Society/Association (whose decision shall be final) to provide a reserve fund/sinking fund and other contribution for items of expenditure referred to in this schedule to be or expected to be incurred at any time.
27. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Society/Association for the trust of the owners of the apartments/units and shall only be applied in accordance with the terms of this schedule.

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*M. G. Chaudhary*

Director

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED AND DELIVERED** by the **promoter** at Kolkata in the presence of

1.

---

(PROMOTER)

2.

**SIGNED AND DELIVERED** by the **PURCHASERS** at Kolkata in the presence of

1.

---

(PURCHASER)

2.

Drafted & Typed at my office :-  
Malabika Ray, Advocate High Court,  
182/E/1, Regent Colony, Kolkata - 700040.  
Reg. No. WB/633/1994

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*H. K. Choudhury*

Director

**Receipt and Memo of Consideration**

The Promoter/Owner confirms having received from the Purchasers/Allottee a sum of Rs. ....../- (Rupees ..... Only) towards Consideration amount plus Service Tax and Appurtenances in the following manner:

Sl. No.	Cheque/ RTGS/Cash	Date	Bank	Amount (Rs.)
<b><u>Consideration Amount</u></b>				

**Witnesses:**

1.

\_\_\_\_\_  
Promoter

OLIVIA DEVELOPERS PVT. LTD

*H. N. Chakraborty*

Director





Handwritten signature or initials.

**Dated \_\_\_\_\_ day of \_\_\_\_\_, 2018**

**Between**

**M/s. OLIVIA DEVELOPER PVT. LTD.**

**.... Promoter/Owner**

**And**

**...Purchaser/Allottee**

*Conveyance*

**Apartment/Unit No.**

**..... Floor**

**Aria Rabindra**

**Premises at Badamtala, P.O. Madarat, P.S. Baruipur,  
Dist. South 24 Pgs, Pin No. - 743610**

Malabika Ray, Advocate High Court,  
182/E/1, Regent Colony,  
Kolkata - 700040.

**OLIVIA DEVELOPERS PVT. LTD**

*H. h. Chatterjee*

*Director*