

**THIS DEED OF CONVEYANCE** made this \_\_\_\_\_ day of \_\_\_\_\_, **TWO THOUSAND AND EIGHTEEN BETWEEN (1) BKS INFRAPROJECTS LLP** (PAN AALFB7258E), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its Registered Office at 1, Sarojini Naidu Sarani, Police Station - Shakespeare Sarani, Post Office - Circus Avenue, Kolkata - 700017; **(2) BANGABHUMI REAL ESTATE PRIVATE LIMITED** (PAN AADCB6698R), a Company incorporated under the Companies Act, 1956 having its Registered Office at Rawdon Enclave, 1<sup>st</sup> Floor, 10A, Rawdon Street, Police Station and Post Office - Shakespeare Sarani, Kolkata - 700017; **(3) GREENTOWN RETAILS PRIVATE LIMITED** (PAN AADCG9185A) a Company incorporated under the Companies Act, 1956 having its Registered Office at Rawdon Enclave, 1<sup>st</sup> Floor, 10A, Rawdon Street, Police Station and Post Office - Shakespeare Sarani, Kolkata - 700017; **(4) KAMALDHAN RESIDENCY PRIVATE LIMITED** (PAN AAECK6008P) a Company incorporated under the Companies

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Act, 1956 having its Registered Office at Shubham, 7<sup>th</sup> Floor, Room-707, 1, Sarojini Naidu Sarani, Police Station - Shakespeare Sarani, Post Office - Circus Avenue, Kolkata - 700017; **(5) PANCHSHREE PROPERTIES PRIVATE LIMITED** (PAN AAGCP3745G) a Company incorporated under the Companies Act, 1956 having its Registered Office at Shubham, 7<sup>th</sup> Floor, Room-707, 1, Sarojini Naidu Sarani, Police Station - Shakespeare Sarani, Post Office - Circus Avenue, Kolkata - 700017; **(6) MADHUDHAN DEVELOPERS PRIVATE LIMITED** (PAN AAHCM6446N) a Company incorporated under the Companies Act, 1956 having its Registered Office at Shubham, 7<sup>th</sup> Floor, Room-707, 1, Sarojini Naidu Sarani, Police Station - Shakespeare Sarani, Post Office - Circus Avenue, Kolkata - 700017; **(7) SUBHRASHI HOUSING PRIVATE LIMITED** (PAN AAQCS8241L) a Company incorporated under the Companies Act, 1956 having its Registered Office at 50, Jawahar Lal Nehru Road, 11<sup>th</sup> Floor, Police Station - Shakespeare Sarani, Post Office - Little Russell Street, Kolkata - 700 071; **(8) MANGALSHIV PROMOTERS PRIVATE LIMITED** (PAN AAHCM6443K) a Company incorporated under the Companies Act, 1956 having its Registered Office at 50, Jawahar Lal Nehru Road, 11<sup>th</sup> Floor, Police Station - Shakespeare Sarani, Post Office - Little Russell Street, Kolkata - 700 071; **(9) MANGALVANI PROPERTIES PRIVATE LIMITED** (PAN AAHCM6433H) a Company incorporated under the Companies Act, 1956 having its Registered Office at 50 Jawahar Lal Nehru Road, 11<sup>th</sup> Floor, Police Station - Shakespeare Sarani, Post Office - Little Russell Street, Kolkata - 700 071; **(10) MANGALRASHI BUILDERS PRIVATE LIMITED** (PAN AAHCM6444Q) a Company incorporated under the Companies Act, 1956 having its Registered Office at 5/1A Hungerford Street, Police Station and Post Office - Shakespeare Sarani, Kolkata - 700017; **(11) GANESHVANI INFRAPROJECTS PRIVATE LIMITED** (PAN AAECG5337R) a Company incorporated under the Companies Act, 1956 having its Registered Office at 5/1A Hungerford Street, Police Station and Post Office - Shakespeare Sarani, Kolkata - 700017; **(12) SUBHVANI CONSTRUCTIONS PRIVATE LIMITED** (PAN AAQCS8238P) a Company incorporated under the Companies Act, 1956 having its Registered Office at 5/1A Hungerford Street, Police Station and Post Office - Shakespeare Sarani, Kolkata - 700017; **(13) GREENTOWER TRACOM PRIVATE LIMITED** (PAN AAECG2182J) a Company incorporated under the Companies Act, 1956 having its Registered Office at 103/20, Foreshore Road, Police Station and Post Office - Shibpur, Howrah - 711102; **(14) GOLDTOWN MARKETING PRIVATE LIMITED** (PAN AAECG2183K) a Company incorporated under the Companies Act, 1956 having its Registered Office at 45, Shakespeare Sarani, Police Station and Post Office - Shakespeare Sarani, Kolkata - 700017; **(15) GREENCITY TRACOM PRIVATE LIMITED** (PAN AADCG9182H) a Company incorporated under the Companies Act, 1956 having its Registered Office at 45, Shakespeare Sarani, Police Station and Post Office - Shakespeare Sarani, Kolkata - 700017; **(16) GALAXY MERCHANTS PRIVATE LIMITED** (PAN AADCG6400A) a Company incorporated under the Companies Act, 1956 having its Registered Office at Vrindavan Apartment, Flat No. 2, 55/1, Kabi Bharati Sarani, Police Station - Lake, Post Office - Lake Market, Kolkata - 700029 all represented by their Constituted Attorney **Sri Harish Kumar Singhania** (PAN ALPPS2746D), son of Late Keshardeo Singhania, by occupation Business, residing at 35/1, Diamond Harbour Road, P. O. Mominpur, P. S. South Port, Kolkata - 700 027, vide a Power of Attorney dated 27.01.2014 registered at the office of the Additional

District Sub-Registrar Cossipore DumDum in Book No. I, CD Volume No. 3, Pages 2496 to 2514, being No. 01019 for the year 2014 all hereinafter collectively referred to as “the **PROMOTERS/VENDORS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns), of the **FIRST PART AND BKS INFRAPROJECTS LLP** (PAN AALFB7258E), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its Registered Office at 1, Sarojini Naidu Sarani, Police Station - Shakespeare Sarani, Post Office - Circus Avenue, Kolkata - 700017, represented by its Partner **Sri Rishabh Singhania (PAN AZLPS3637F)**, son of Sri Harish Kumar Singhania, by occupation business, residing at 35/1, Diamond Harbour Road, P. O. Mominpur, P. S. South Port, Kolkata - 700 027 hereinafter referred to as the “**DEVELOPER**”, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include the partners for the time being of the said partnership firm and their respective successors heirs legal representatives executors and administrators) of the **SECOND PART AND** \_\_\_\_\_, hereinafter referred to as the ‘**ALLOTTEE/PURCHASER**’, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include her legal heirs, legal representatives, successors, executors and administrators) of the **THIRD PART**

**W H E R E A S:**

**A.** In these presents unless there be something repugnant or contrary to the subject or context, or otherwise agreed upon, the following terms or expressions shall have the meaning assigned to them.

- i) SAID PREMISES** shall mean the land comprised in and situate at and being the present municipal premises No. 130 Rishi Bankim Chandra Road (holding No.184 Rishi Bankim Chandra Road) [formed on amalgamation of (i) the **entirety of the erstwhile premises / holding No.184** Rishi Bankim Chandra Road; (ii) a divided and demarcated **portion of the erstwhile premises / holding No.182** Rishi Bankim Chandra Road; (iii) a divided and demarcated **portion of the erstwhile premises / holding No.181** Rishi Bankim Chandra Road; and (iv) a divided and demarcated **portion of the erstwhile premises / holding No.183** Rishi Bankim Chandra Road; Police Station Dum Dum, Kolkata-700028, within the municipal limits of the South Dum Dum Municipality, in the District of North 24-Parganas, morefully and particularly mentioned and described in the **FIRST SCHEDULE** and wherever the context so permits shall include the building thereat.
- ii) PROJECT/ BUILDING / NEW BUILDING** shall mean the new residential building named “**KSHITIJ**” under construction at the said Premises presently consisting of a Ground Floor and 11 Upper Floors, having 3

(three) Wings namely the Wing-A, Wing-B and Wing-C, containing several independent and self contained flats, parking spaces and other constructed areas.

- iii) ALLOTTEES / CO-OWNERS** according to the context shall mean the persons who for the time being, own any Unit in the Building or have agreed to purchase the same and have taken possession thereof (including the Promoters for those units and other constructed spaces not alienated by them and/or reserved and/or retained by them for their own exclusive use).
- iv) COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the premises mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed by the Promoters for common use and enjoyment of the allottees **BUT** shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular flat or flats as dealt with herein, 50% of the top roof or roofs of the Building/s as dealt with later in these presents, and other open and covered spaces at the Premises and the Building which the Promoters may from time to time express or intend not to be so included in the common areas and installations.
- v) COMMON EXPENSES** shall mean and include all expenses for the maintenance management upkeep and administration of the premises and the building and in particular the Common Areas and Installations and rendition of common services in common to the allottees and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be borne paid contributed and shared by the allottees.
- vi) COMMON PURPOSES** shall mean and include the purposes of managing maintaining and upkeeping the building and the premises and in particular the Common Areas and Installations rendition of common services in common to the allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- vii) UNITS** shall mean the independent and self-contained flats and/or units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s, if any, attached to the respective

flat(s) and also the proportionate undivided share in the common areas and installations, attributable thereto.

- viii) PARKING SPACES** shall mean covered parking spaces in or portions of the Building at the premises and also the open parking spaces in the open compound at the ground level of the premises as expressed or intended by the Promoters at their sole discretion for parking of motor cars.
- ix) CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment.
- x) BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
- xi) CHARGEABLE AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Unit **AND** shall include the proportionate share of the areas of the common areas in the Building and the Premises, **it being clarified that** in case of units having exclusive right to use any Open Private Terraces and/or divided and demarcated portion of the top roof of the building attached thereto, then one-half of the area of such Open Private Terraces / portion of the Top Roof shall be taken into consideration for arriving at the Chargeable Area of such unit.
- xii) PROPORTIONATE OR PROPORTIONATELY** according to the subject or context shall mean the proportion in which the Chargeable Area of any Unit may bear to the Chargeable Area of all the Units in the said building **PROVIDED THAT** where it refers to the share of the allottees in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user thereof).
- xiii) SAID UNIT/APARTMENT** shall mean the **Flat No.** \_\_\_\_\_ on the \_\_\_\_\_ **floor** of the **Wing-**\_\_\_\_ of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND**

**SCHEDULE** hereunder written with fittings and fixtures to be provided therein by the Promoters as mentioned in **PART-II** of the **THIRD SCHEDULE** hereunder written **and wherever the context so permits** shall include the Allottee's proportionate undivided variable indivisible share in the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the Exclusive Right to use the divided and demarcated portion of the top roof of the building if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE.**

- xiv) DEVELOPMENT AGREEMENT** shall mean the agreement for development dated 27.01.2014 registered at the office of the Additional District Sub-Registrar Cossipore DumDum in Book No. I, CD Volume No. 3, Pages 2474 to 2495, being No. 01018 for the year 2014 and entered into by and between the Promoters/Vendors herein, therein referred to as the Parties thereto of the first part and the Developer herein, therein referred to as the Party thereto of the second part, whereby the Promoters appointed the Developer to develop 5 (five) Bighas 12 (twelve) Cottahs 9 (nine) Chittacks 28 (twenty-eight) Square Feet of land. It is clarified that in case the Developer acquires development rights to any more adjoining lands, then the definition of Development Agreement will include the same as well.
- xv) DEEMED DATE OF POSSESSION/ DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of the sale agreement or the date of expiry of the period specified in the notice by the Promoters/Vendors to the Allottee to take possession of the said Unit in terms of this agreement irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xvi) MAINTENANCE COMPANY** shall mean any Company incorporated under any provision of the Companies Act, 1956 or an Association or a Syndicate / Committee or a Society or a Firm or any other Entity that may be formed by the Promoters for the common purposes having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoters in their absolute discretion.

- xvii) MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoters shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoters or any one or more of them.
- xviii) SALE AGREEMENT** shall mean the Agreement dated \_\_\_\_\_ entered into by and between the Promoters/Vendors and the Allottee, whereby and where under the Allottee agreed to purchase and acquire the said Unit and shall include all modification/supplemental documents, if made in writing.
- xix) PLAN** shall mean the plan for construction of the Building for the time being sanctioned by the South Dum Dum Municipality vide Building Permit No. 0376 dated 16/09/2013 and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoters.
- xx)** Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxi)** Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxii)** The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his, her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members /coparceners for the time being and their respective heirs legal representatives executors and administrators;
  - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being and their respective successors heirs legal representatives executors administrators;
  - (d) In case the Allottee be a Company, then its successors or successors-in-office;

**B.** By an Indenture of Conveyance dated 17<sup>th</sup> March 2012 made between Syamalendu Sengupta, Dibyendu Sengupta, Bharati Sanyal and Monisha

Sengupta therein collectively referred to as the Vendors of the one part and the Promoters herein therein collectively referred to as the Allottees of the other part and registered with the Additional District Sub-Registrar, Cossipore, Dum Dum in Book No. I CD Volume No.7 Pages 4851 to 4889 Being No.03046 for the year 2012, the Promoters herein purchased and acquired **All Those** (i) the **entirety of the then premises / holding No.184** Rishi Bankim Chandra Road containing upon survey and measurement an area of **60 Cottahs** more or less; (ii) divided and demarcated **portion of the then premises / holding No.182** Rishi Bankim Chandra Road containing upon survey and measurement an area of **35 Cottahs 3 Chittacks 6.14 Square Feet** more or less; (iii) divided and demarcated **Southern and South-Eastern portion of the then premises / holding No.181** Rishi Bankim Chandra Road containing upon survey and measurement an area of **5 Cottahs 4 Chittacks 28.66 Square Feet** more or less; (iv) divided and demarcated **North-Eastern portion of the then premises / holding No.183** Rishi Bankim Chandra Road containing upon survey and measurement an area of **2 Cottahs 12 Chittacks 38.86 Square Feet** more or less; and (v) divided and demarcated **Central and South-Eastern portion of the then premises / holding No.183** Rishi Bankim Chandra Road containing upon survey and measurement an area of **9 Cottahs 4 Chittacks 44.34 Square Feet** more or less, all being contiguous parcels of lands and containing an aggregate area of 5 (five) Bighas 12 (twelve) Cottahs 9 (nine) Chittacks 28 (twenty-eight) Square Feet more or less, absolutely and forever hereinafter referred to as the **“SAID PREMISES”**.

**C.** The said land containing an area of 5 (five) Bighas 12 (twelve) Cottahs 9 (nine) Chittacks 28 (twenty-eight) Square Feet more or less was subsequently reassessed by the South Dum Dum Municipality and the same is presently numbered as municipal Premises No.130 Rishi Bankim Chandra Road (holding No.184 Rishi Bankim Chandra Road) and the same is recorded in the names of the Promoters herein.

**D.** By and under a Development Agreement dated 27.01.2014, the Promoters herein appointed the Developer to develop the **said premises** on the terms and conditions therein contained and the Developer undertook construction and development thereof in accordance with the plans sanctioned therefor.

**E.** By and under and in terms of the Sale Agreement, the Allottee agreed to purchase and acquire the said Unit/Apartment described in the **SECOND SCHEDULE** hereunder written, at or for the consideration and on and subject to the terms and conditions therein contained, as modified and/or superseded by these presents. The construction of the said Unit and the Wing in which the same is situated is complete. Possession was delivered by the Promoters to the Allottee.

**F.** The Maintenance Company shall be formed for taking over charge of the maintenance, management and affairs of the Project and in particular the Common Areas and Installations there at from the Developer, and the Allottee agrees and undertakes to not at any moment of time form their own Association along with the other co-Promoters of the Project and shall always keep the Maintenance Company, Maintenance In Charge and/or the Developer indemnified with regard thereto. The Developer intends to handover charge of the



maintenance, management and affairs of the Project and in particular the Common Areas and Installations there at to the Maintenance In Charge in due course.

**G.** The Allottee has requested the Promoters to convey the said Unit/Apartment in favour of the Allottee and deliver vacant peaceful possession of the said Unit/Apartment to the Allottee thereafter.

**H.** Accordingly, at the request of the Allottee, the Promoters are now conveying in favour of the Allottee herein proportionate undivided indivisible impartible variable share in the land underneath the Wing in which the Allottee's Flat is situated **and** the Developer is conveying/granting the said Unit to the extent of the construction thereof in favour of the Allottee.

**I.** At or before the execution hereof, the Allottee has fully satisfied himself as to:

- (i)** the rights, title and interest of the Promoters to the said Premises and accepted the same to be free from all encumbrances, whatsoever;
- (ii)** the rights of the Developer under the Development Agreement;
- (iii)** the workmanship and quality of construction of the said Unit/Apartment and the Project constructed, the structural stability of the Wings constructed and other structures and the various installations and facilities in or for the Project for the common use and enjoyment;
- (iv)** the total area comprised in the said Unit/Apartment;
- (v)** the plans sanctioned by the South Dum Dum Municipality and/or any other appropriate authorities and also as regards the validity and all other aspects thereof and the Completion Certificate with regard thereto;
- (vi)** The scheme of development of the Project herein envisaged and the fact that the Developer has undertaken development of the said Premises and that all the Common Areas and Installations shall be for the common use of all the co-Promoters/allottees/unit-holders of the entire Project and that all the co-Promoters/allottees/unit-holders shall have the limited right of common user and enjoyment thereof subject to compliance of the rules and regulations

applicable thereto and payment of Common Expenses pertaining thereto without having any share/ownership therein.

**I. NOW THIS DEED WITNESSETH** that in the premises aforesaid and in consideration of the sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only**, paid by the Allottee to the Developer at or before the execution hereof (the receipt whereof the Developer doth hereby as also by the receipt and memo of consideration hereunder written admits and acknowledges) the Promoters and the Developer do and each of them doth hereby grants, sells, conveys, transfers, releases, assigns and assures (each of them conveying and transferring their respective rights title and interest) unto and to the Allottee **All That** the said Unit/Apartment, as more fully and particularly mentioned and described in the **Second Schedule** hereunder written **Together With** the proportionate undivided indivisible impartible variable share in the land underneath the Wing in which the Allottee's Flat is situated, attributable and appurtenant to the Flat agreed to be purchased by the Allottee **Together With** the proportionate undivided indivisible impartible variable share in the Common Areas and Installations **Together With** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **And** the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit/Apartment **And Together With** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit/Apartment as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Unit/Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed **And Also Subject To** the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Unit/Apartment wholly and the Common Expenses proportionately and all other outgoings in connection with the said Unit/Apartment wholly and the said Premises and in particular the Common Areas and Installations proportionately **Excepting And Reserving** unto the Promoters and the Developer and the persons deriving title from them such easements quasi-easements and rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written.

**II. THE PROMOTERS AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:**

- i) The interest which the Promoters and the Developer respectively profess to transfer subsists and that they have good right full power and absolute

authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee the said Unit in the manner aforesaid.

- ii)** It shall be lawful for the Allottee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit/Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoters or the Developer or any of them or any person or persons claiming through under or in trust for them or their respective predecessors **AND** freed and cleared from and against all manner of encumbrances charges trusts liens and attachments whatsoever save only those as are expressly mentioned therein.
- iii)** The Promoters and the Developer after completion of construction and sale of the entire Project and unless prevented by fire or some other irresistible force or accident shall at the reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to his attorneys or agents the title deeds in connection with the said Premises and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

**III. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE DEVELOPER AND THE PROMOTERS as follows:**

- 1.** The Allottee so as to bind himself to the Developer and the Promoters and the other co-Promoters and so that this covenant shall be for the benefit of the said Project and other units therein and every part thereof hereby covenants with the Developer and the Promotes and with all the other co-Promoters that the Allottee and all other persons deriving title under him shall at all times hereafter observe the terms, conditions, covenants and restrictions set forth herein and also in the Sale Agreement (as modified and/or amended by virtue of the further terms, conditions and covenants herein agreed and mentioned), which are not being repeated herein to avoid prolixity and the same shall apply to these presents mutatis mutandis. In case of any difference or contradiction between the terms hereof and the terms of the Sale Agreement, then the terms hereof shall supersede and prevail.
- 2.** The Allottee shall not be entitled to raise any dispute against or claim any amount from the Developer or the Promoters on account of workmanship or quality of materials or fittings or fixtures used in the said Unit/Apartment nor on account of any constructional defect in the said Unit/Apartment.

- 3.** The Allottee has fully understood the scheme of development of the Project herein envisaged and is fully aware of the fact that the Developer has undertaken development of the said Premises that all the Common Areas and Installations shall be for the common use of all the co-Promoters/allottees/unit-holders of the entire Project and that all the co-Promoters/allottees/unit-holders shall have the limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of Common Expenses pertaining thereto.

**3.1** The Allottee is also aware of the fact that plan has been sanctioned by the concerned authorities and the plan shall also include all fresh sanctions and/or sanctionable modifications of the plans as may be sanctioned from time to time and/or additions and/or alterations thereto as may be made from time to time by the Developer and/or the Promoters. The Allottee has also noted and is aware of the fact that in case additional constructions are sanctioned by the concerned authorities, then the Developer and Promoters (as per the arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional floors/areas as hereinbefore contemplated, the proportionate undivided share of the Allottee in the land underneath the Wing (in which the Flat agreed to be purchased by the Allottee is situated) and in the Common Areas and Installations shall be and/or is likely to stand reduced.

**3.2** The Allottee shall not be entitled to make any additions or alterations in the said Unit/Apartment and if so made by the Allottee, the Allottee shall be liable to pay to the Developer, liquidated damages assessed @ Rs. \_\_\_\_/- (Rupees \_\_\_\_\_) only, per sq. ft. of the chargeable area of the Flat in which such additions and alterations are made.

**3.3** For smooth running and maintenance of the Project, the Allottee ensures, agrees and undertakes that the Allottee shall not at any moment of time form his own Association along with the other co-Promoters of the Project and shall keep always the Maintenance Company, Maintenance In Charge and/or the Developer indemnified with regard thereto. The Developer intends to handover charge of the maintenance, management and affairs of the Project and in particular the Common Areas and Installations there at to the Maintenance In Charge upon completion of the Project in due course.

- 4.** As from the Date of Commencement of Liability (as defined in the Sale Agreement as also herein), the Allottee agrees and covenants:

- a)** To co-operate with the other co-owners and the Developer in the maintenance, management and affairs of the Project and the concerned Wing.
- b)** To observe the rules framed from time to time by the Developer and/or the Maintenance Company and upon formation, by the Maintenance In Charge, for quiet and peaceful enjoyment of the Project as a decent Project.
- c)** To allow the Developer with or without workmen to enter into the Flat for the maintenance and repairs.
- d)** To pay and bear the Common Expenses and other outgoings and expenses from the Date of Commencement of Liability (as defined in the Sale Agreement as also herein) and also the rates and taxes for and/or in respect of the Project including those mentioned in the **Fourth Schedule** hereunder written proportionately for the Project and/or the Common Areas and Installations and wholly for the said Unit/Apartment.
- e)** Not to sub-divide the Flat and/or the parking space or any part or portion thereof.
- f)** Not to do any act deed or thing or obstruct the present or future construction and completion of the Project or the Wing in any manner whatsoever notwithstanding any inconvenience in the Allottee's enjoyment of the Flat.
- g)** Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Project or the Wing and/or compound or any portion of the Project or the Wing.
- h)** Not to store or bring and allow to be stored or brought in the Flat any goods of hazardous or combustible nature or which are so heavy so as to affect or endanger the structure of the Wing or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner, whatsoever.
- i)** 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 construction of the Wing or any part thereof.
- j)** Not to fix or install air conditioner in the Flat save and except at the places, which have been specified in the Flat for such installation.

- k)** Not to do or cause anything to be done in or around the Flat which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the Flat or adjacent to the Flat or in any manner interfere with the use, right and enjoyment thereof or any passage or amenities available for common use.
- l)** Not to damage or demolish or cause to be damaged or demolished the Flat or any part thereof or the fittings affixed thereto.
- m)** Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas 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 Flat which in the opinion of the Developer or the Association differs from the colour scheme of the Project or the Wing or deviation of which in the opinion of the Developer or the Association may affect elevation in respect of the exterior walls of the Wing.
- n)** Not to install grills the designs of which have not been suggested or approved by the Developer.
- o)** Not to make in the Flat any structural addition and/or alteration and/or damage such as beams, columns, partition walls etc.
- p)** Not to fix or install any antenna on the roof or terrace of the Wing nor shall fix any window antenna not entitled for any connection of his own excepting that the Allottee shall be entitled to avail of the cable connection facilities to be provided by the Developer to the Allottee and also the other Promoters of the flats in the Project at their cost. The Allottee shall not be entitled to obtain any other cable connection or DTH services other than that provided by the Developer in the Project.
- q)** Not to use the Flat or permit the same to be used for any purpose whatsoever other than residential purpose 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 Project or to the Owners and occupiers of the neighboring properties or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating and Catering Place, Dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking space, if allotted, anything other than private motor car or motor cycle and shall

not raise or pull up any kutchra or pucca construction grided wall/enclosures thereon or parts thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the parking space.

**r)** Not to use the allocated parking space(s) or permit the same to be used for any other purpose whatsoever other than parking of his own car/cars/two wheeler/s.

**s)** Not to park car/two wheeler in the pathway or open space of the Project or at any other place save and except the space allotted and purchased by the Allottee and shall use the pathways as would be decided by the Developer.

**t)** Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or may be visible to the outsiders.

**u)** Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Wing save a letter box at the place in the ground floor as may be expressly approved or provided by the Developer and a decent nameplate outside the main gate of his Flat.

**v)** Not to alter the outer elevation of the Wing or any part or portion thereof nor decorate the exterior of the Wing otherwise than in the manner agreed by the Developer, Maintenance Company and/or the Maintenance In Charge in writing or in the manner as near as may be in which it was previously decorated.

**w)** Not to bring in any contractor or any labour or mason of his own without the written consent of the Developer into the Project so long as the Project is not completed fully and made over by the Developer.

**x)** To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the Maintenance In Charge and after it's incorporation to comply with and/or adhere to the building rules and regulations of such Maintenance In Charge.

**y)** To use the common areas, installations only to the extent required for ingress to and egress from the Flat of men and materials and passage of utilities and facilities.

**z)** To keep the common areas, open spaces, parking areas, paths, passages, gardens, staircases, lobbies, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the Project or the Wing.

**aa)** Not to claim any right whatsoever or howsoever over any other flats or portions or roof in the Project or Wing save the Flat.

**bb)** Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other flats in the Wing.

**cc)** Not to let out transfer or part with the possession of the parking space, if the right of parking car/two wheeler is granted hereunder, independent of the Flat nor vice versa, with the only exception being that the Allottee shall be entitled to let out transfer or part with possession of the parking space independent of the Flat to any other co-Promoter of the Project and none else.

**dd)** Maintain at his own costs, the Flat in the same good condition state and order in which the same be delivered to the Allottee and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to fire safety under the West Bengal Fire Services Act, 1950 and the rules made there under) of the Government, South Dum Dum Municipality, CESC and/or any statutory authority and/or local body with regard to the user and maintenance of the Flat as well as the user operation and maintenance of the lift, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project or the Wing and to make such additions and alterations in or about or relating to the Flat as may be required to be carried out by them or any of them, independently or in common with the other co-Promoters as the case may be without holding the Developer in any manner liable or responsible there for and to pay all costs and expenses there for wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of its conditions or rules or bye-laws and shall indemnify and keep the Developer saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that it may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottee.



**ee)** To apply for and obtain at his own costs separate assessment and mutation of the Flat in the records of the South Dum Dum Municipality, and the Developer and the Promoters shall give their consent for the same.

**ff)** Not to make and/or cause to be made or permit any disturbing noises or create nuisance in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. Not to play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such flat if the same shall disturb or annoy other occupants of the Wing. Not to give vocal or instrumental instruction at any time in order to reduce sound emanating from a flat.

**gg)** No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, stair windows, terraces or balconies or placed upon the window sills of the Wing. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer.

**hh)** No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or about the Wing excepting such as shall have been approved by the Developer.

**ii)** No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Wing except such as shall have been approved by the Developer nor shall anything be projected out of any window of the Wing without similar approval.

**jj)** Water-closets and other water apparatus in the Flat shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the flat-Promoter in whose flat it shall have been caused.

**kk)** No bird or animal shall be kept or harboured in the common areas of the Wing. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Wing unless accompanied.

**ll)** No bird or animal shall be either killed, slaughtered, or offered in sacrifice, for any religious, communal, social, cultural, or for any other

purpose whatsoever, in any visible part or portion of the Flat, open and covered two wheeler/car parking spaces/areas, any other open or covered spaces and areas, or in any part or portion of the Project.

**mm)** No radio or television aerial shall be attached to or hung from the exterior of the Flat.

**nn)** Garbage and refuse from the Flat shall be deposited in such place only in the Wing or the Project and at such time and in such manner as the Developer, Maintenance Company and/or the Maintenance In Charge of the Project may direct.

**oo)** These house rules may be added to, amended or repealed at any time by the Developer, Maintenance Company and after formation, by the Maintenance In Charge.

**5.** In the event the Allottee has been allotted any car parking space within the Project, then the Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:

- (i)** The Allottee shall use the parking space only for the purpose of parking of his own small motor car/two wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one small motor car/two wheeler according to the allotment letter/Sale Agreement thereat;
- (ii)** The Allottee shall not be entitled to transfer or assign such parking space or allow or permit any one to use the same as tenant, lessee, caretaker, licensee or otherwise or part with possession of the same, independent of the said Unit, to any person **save and except** to any other co-Promoter/Unit-Holder in the Project;
- (iii)** The Allottee shall not make any construction of any nature whatsoever in or around the parking space or any part thereof nor cover such parking space by erecting walls/barricades etc., of any nature whatsoever;
- (iv)** The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the Project or any other portion of the said Premises save at the allotted parking space;

- (v) The Allottee shall observe fulfill and perform all terms, conditions, stipulations, restrictions, rules, regulations etc., as may be made applicable from time to time by the Developer, Maintenance Company and thereafter the Maintenance In-Charge with regard to the user and maintenance of the parking spaces, in the Project;
  - vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such parking space if and as applicable, and shall indemnify and keep saved harmless and indemnified the Developer and the Promoters, the Maintenance Company and the Maintenance In Charge with regard thereto;
6. As a matter of necessity, the Allottee in using and enjoyment of the Flat and the Common Areas and Installations binds himself and covenants to observe fulfill and perform the rules, regulations, obligations, covenants and restrictions as may be made applicable from time to time for the quiet and peaceful use enjoyment and management of the Project by the Developer, Maintenance Company and/or the Maintenance In Charge appointed by the Developer, and in particular the Common Areas and Installations and other Common Purposes.
- 6.1 The Allottee shall regularly and punctually pay to the Developer, Maintenance Company and thereafter to the Maintenance In Charge with effect from the Date of Commencement of Liability, the amount of expenses and outgoings as are mentioned and contained in the **Fourth Schedule** hereunder written including, inter alia, the following:
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Flat directly to the South Dum Dum Municipality, Provided That so long as the Flat is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Developer, Maintenance Company and thereafter to the Maintenance In Charge, proportionate share of all such rates and taxes assessed on the Project.
  - ii) All other taxes, impositions, levies, cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Flat or the Project as a whole and whether demanded from or payable by the Allottee to the Developer and the same shall be paid by the Allottee wholly in case the same relates to the Flat and proportionately in case the same relates to the Project/said Premises as a whole.

- iii) Electricity charges for electricity consumed in or relating to the Flat and until a separate electric meter is obtained by the Allottee for his flat, the Developer shall provide a reasonable quantum of power in the Flat from its existing sources and the Allottee shall pay electricity charges to the Developer based on the reading shown in the sub-meter provided for the Flat at the rate at which the Developer shall be liable to pay the same to the WBSEDCL.
- iv) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) hereunder written payable to the Developer, Maintenance Company and thereafter to the Maintenance In Charge, from time to time as may be and in the manner as may be determined.
- v) All penalty, surcharge, interest, cost, and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including delayed payment surcharge as charged by the CESC from its consumers for delay in payment of its bills) to the Developer, Maintenance Company and thereafter to the Maintenance In Charge.

**6.2** Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 (seven) days of demand being made by the Developer and/or the Maintenance Company thereafter the Maintenance In Charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the Flat or in the letter box in the ground floor of the Wing earmarked for the Flat.

**6.3** The Developer shall have at its own discretion, after sale of all the Units in the Project or earlier at the Developer's sole discretion, cause formation of the Maintenance In Charge for the purpose of taking over charges of the acts relating to the Common Purposes and for the purpose of maintenance and management of the Project and in particular the Common Areas and Installations, having such rules and regulations framed as may be deemed proper and necessary by the Developer.

**6.4** The Allottee agrees and covenants to become a member of the Maintenance In Charge, upon its formation, without raising any objection

whatsoever and also abide by all the rules and regulations, restrictions and bye-laws as framed and/or made applicable by the Developer, Maintenance Company and/or the Maintenance In Charge for the Common Purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Maintenance In Charge and to do all the necessary acts, deeds and things.

- 6.5** As on date, the Developer intends to enter into an agreement with the Maintenance Company, laying down therein the terms, conditions, covenants and restrictions for the maintenance management user and enjoyment of the Project and in particular the Common Areas and Installations and the Allottee agrees and covenants to abide by and honour the same and also to ratify and confirm the same upon the same being entered into between the Developer and the Maintenance Company and the same is and shall be deemed to be a covenant running with the land. The Allottee hereby agrees and covenants to abide by the terms, conditions covenants as may be imposed by the Maintenance Company.
- 6.6** For compliance of all or any of the obligations of the Allottee contained in Clauses 6.4 and 6.5 herein above, the Allottee doth hereby appoints the Developer as his Constituted Attorney.
- 6.7** Till the time of the formation of the Maintenance In Charge and its taking over the charges of the acts relating to the Common Purposes, the Developer and/or the Maintenance Company shall look after the Common Purposes and the Allottee undertakes to regularly and punctually pay to the Developer and/or the Maintenance Company, the maintenance charges and other amounts payable by the Allottee hereunder.
- 6.8** So long the Developer and/or the Maintenance Company authorized by the Developer is managing and maintaining the Project, the Allottee shall not hold the Developer and/or the Maintenance Company liable for rendering any accounts or explanation of any expenses incurred by the Developer and/or the Maintenance Company in its acts relating to the Common Purposes nor shall the Allottee be entitled to hold the Developer and/or the Maintenance Company responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Allottee shall remain liable to indemnify and keep indemnified the Developer and/or the Maintenance Company for all liabilities due to non-fulfillment of the obligations contained herein by the Allottee.

- 6.9** Upon formation of the Maintenance In Charge and upon sale of all the flats in the Project or earlier at the sole discretion of the Developer, the Developer shall transfer to the Maintenance In Charge all its rights responsibilities and obligations with regard to the Common Purposes (save those expressly reserved by the Developer hereunder or so intended to be or so desired by the Developer hereafter) whereupon only the Maintenance In Charge shall be entitled thereto and obliged there for. All reference to the Developer with regard to the Common Purposes shall thenceforth be deemed to be reference to the Maintenance In Charge.
- 6.10** At the time of handing over the charge to the Maintenance In Charge, after completion of the Project, the Developer shall also transfer the residue then remaining of the deposit made by the Allottee under the Sale Agreement after adjusting all amounts then remaining due and payable by the Allottee and the amounts thus transferred shall be held by the Maintenance In Charge to the account of the co-Promoters respectively for the purpose thereof. The Allottee shall not be entitled to raise any dispute and/or query with regard to the residue amount transferred by the Developer or the Maintenance Company to the Maintenance In Charge, nor shall be entitled to ask for accounts from the Developer or the Maintenance Company in that regard.
- 6.11** Furthermore, with effect from the date of formation of the Maintenance In Charge and its taking charges of acts relating to the Common Purposes, all the employees of the Developer and/or the Maintenance Company having appointment as on such date for the Common Purposes such as watchmen, security men, caretaker, sweeper, plumber etc. shall be employed and/or absorbed by the Maintenance In Charge with continuity of service with effect from such date.
- 6.12** In case, due to any reason whatsoever, the formation of the Maintenance In Charge becomes unfeasible or not practicable or impossible, then the Developer may in its absolute discretion award the job of managing and maintaining the Project to any third person or party under any contract or agreement or otherwise and on such terms and conditions as the Developer may agree with such person or party and the Allottee shall abide by and honour the same and the same is and shall be deemed to be a covenant running with the land.
- 6.13** In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents within a period of seven days from the date of such

sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Developer, Maintenance Company and thereafter the Maintenance In Charge, interest at the rate of \_\_\_% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Developer, Maintenance Company and thereafter the Maintenance In Charge shall be entitled to:

- i)** Discontinue the supply of electricity to the Flat.
- ii)** Withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the Flat.
- iii)** To demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Flat.

**6.14** The Allottee shall abide by all rules and regulations as shall be made from time to time by the Developer, Maintenance Company and thereafter the Maintenance In Charge relating to and/or concerning the use of the said Unit/Apartment, Parking Space and the Common Areas and Installations in the Project and the said Premises without any objection denial or dispute whatsoever.

- 7.** The Allottee shall apply for and obtain at his own costs separate assessment and mutation of the said Unit/Apartment in the records of the South Dum Dum Municipality.

**8. Allottee's acknowledgements, covenants and assurances:**

**8.1** The Allottee shall not cause any objection, obstruction, interference, or interruption at any time hereafter in the construction or completion of construction of or in the Project or other parts of the said Premises, including the Additional Wings/Constructions to be constructed by the Promoters and/or the Developer as elsewhere stated herein (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the Project or the said Premises, including the Additional Wings/Constructions to be constructed by the Developer as elsewhere stated herein, or the sale or transfer of the other Units and other areas and spaces in the Project and the said Premises, including the

Additional Wings/Constructions to be constructed by the Developer as elsewhere stated herein, is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee, the Promoters or the Developer are restrained from construction or development of the Project or the said Premises, including the Additional Wings/Constructions to be constructed by the Developer as elsewhere stated herein, or in the sale or transfer of the other Units and other areas and spaces in the Project and the said Premises, including the Additional Wings/Constructions to be constructed by the Developer as elsewhere stated herein, then and in that event, without prejudice to such other rights the Promoters or the Developer may have, the Allottee shall be liable to compensate and also indemnify the Promoters and the Developer for all losses, damages, costs, claims, demands, actions and proceedings suffered or incurred by the Promoters and/or the Developer as may be determined by them or any of them. For all or any of the purposes aforesaid, the Allottee shall fully cooperate with the Promoters and the Developer with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as may be required by the Promoters or the Developer from time to time.

- 8.2** Save the said Unit, the Allottee acknowledges that the Allottee has no claim nor shall make claim of any right, title, or interest whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or open spaces at the said Premises/Project.
- 8.3** The Allottee shall not claim any right over and in respect of any open land at the said Premises (including side and back open spaces) or in the parking areas or any other open or covered areas of the Project and the said Premises reserved or intended to be reserved by the Promoters and/or the Developer for the exclusive use and enjoyment of themselves or any other person/body and not meant to be a common area or portion (including for setting up and/or installation of Multi Level Car Parking thereat) and not to obstruct any development or further development or additional construction which may be made by the Promoters and/or the Developer thereat or on any part thereof. The Allottee shall also not claim any right over and in respect of or object to the various rights, properties, benefits, advantages and privileges reserved by the Promoters and/or the Developer as dealt with herein below.
- 8.4** The Allottee shall not be entitled to raise any objection and make any grievance for the disturbance and annoyance caused, if any, due to such constructional activities for the said construction of additional areas



and/or building/s and shall also not be entitled to claim any compensation in that regard, either individually or collectively.

**8.5** The Allottee is aware and agrees and covenants not to raise any objection for extension of the Project, either vertically or horizontally in the contiguous lands in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewage, underground reservoir, pumps, clubs, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development. At or before entering into the Sale Agreement, the Developer has made known to the Allottee that the Developer may from time to time add/attach or cause to be added/attached further areas and/or lands to the said Premises and such additions/areas and/or building/buildings to be constructed will be entitled to all facilities, utilities and/or amenities and/or common areas available to the flat Allottees in the Project and that all the flat Allottees and/or occupants of the building and/or buildings constructed, erected and completed on the said additional area shall be entitled to have free ingress and egress from all pathways, passages and roads forming part of the Project, for which the Allottee herein shall extend all co-operation and also ensure that the residents of the Wings, of which construction has been completed, are not unduly inconvenienced during construction and development of New/Additional Wings, the Developer has carved out a passage within the periphery of the said Premises for ingress and egress of men materials and vehicles, being the said Passage, and the Developer alone shall have the right to use and enjoy the same for all purposes connected with the construction and development of New/Additional Wings or otherwise and the Allottee shall not object to the same or cause any objection, obstruction, interference, or interruption at any time.

**9. Rights of the Developer and/or the Promoters:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:

**(a)** The Promoters and/or the Developer shall always be entitled to construction and completion of construction of or in the Project or other parts of the said Premises, including the Additional Wings/Constructions to be constructed by the Promoters and/or the Developer (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) and to sell, convey, transfer, or otherwise deal with or dispose of all the Units and other areas and spaces in the Project and the said Premises, including the Additional Wings/Constructions to be constructed by the Developer and the Allottee shall fully co-operate with the Promoters

and the Developer with regard thereto and sign, execute and deliver all papers, documents, instruments, writings, consents, no objections etc., as may be required by the Promoters or the Developer from time to time.

**(b)** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood that the Developer and/or the Promoters shall be exclusively entitled to all future horizontal and vertical exploitation of the Project and the said Premises lawfully, including construction of the Additional Wings/Constructions as elsewhere herein stated and/or by way of raising further storey or stories on the roofs for the time being thereof (including the Additional Wings/Constructions) and to do all acts deeds and things and make all alterations and connections (including to connect and make available all existing utilities facilities and amenities available at the said Premises, including those mentioned in the **Third Schedule** hereunder written, to the new constructions) as may be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell, transfer the same to any person on such terms and conditions as the Developer and/or the Promoters in their absolute discretion may think fit and proper and the proportionate share of the Allottee in the land underneath the concerned Wing in unlikely event and also in the Common Areas and Installations shall also stand reduced owing to such construction, but the Allottee may not raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction or abatement of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Developer and/or the Promoters on account thereof and furthermore the Allottee shall fully co-operate with the Developer and/or the Promoters and sign, execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Developer and/or the Promoters.

**(c)** The Developer and/or the Promoters shall always be entitled to set up or allow any person or body to set up at any time mechanised or masonry parking on any part of the land/open space of the said Premises and to use, enjoy, hold, sell, transfer, let out, lease out, transfer, or otherwise dispose of the same to any person or persons in whole or in parts and in such manner or conditions (including by way of permanent user or user on hourly, daily, weekly, monthly or yearly basis) as the Developer and/or the Promoters may deem fit and proper.

- (d)** The Developer and/or the Promoters shall be at liberty to cause to be changed the occupancy group in respect of any Unit (other than the said Unit sold/transferred to the Allottee) in the Project and to own, use, enjoy and/or transfer the same as per such sanctioned occupancy group without any hindrance, obstruction, objection, or claim by the Allottee.
- (e)** The Developer and/or the Promoters shall have the right to grant to any person the exclusive right to park car in or at the parking spaces or otherwise use and enjoy for any other purposes, any of the flats, the side, front and back open spaces surrounding the Wings at the said Premises (including the Additional Wings/Constructions) and also the covered spaces in the ground floor of the Wings/said Premises in such manner as the Developer and/or the Promoters shall in their absolute discretion think fit and proper.
- (f)** The proportionate share of the Allottee in various matters referred to herein shall be such as may be determined by the Developer and the Allottee shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (g)** Save the said Unit, the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas of the Project/said Premises or parking spaces at the said Premises or other open and covered spaces at the said Premises and the Project and the Developer and/or the Promoters shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Developer and/or the Promoters, in their absolute discretion, shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Developer and/or the Promoters exclusively.
- (h)** It is expressly agreed understood and clarified that the Developer and/or the Promoters shall be absolutely entitled to enter into any agreement or arrangement with the Promoters of any adjoining properties on such terms as may be agreed with the Promoters of such adjoining properties (including by way of purchase of the same or by joint development/venture or otherwise as the Developer and/or the Promoters may deem fit and proper). In such event, such additional

land added on to the said Premises shall increase the scope and ambit of the development envisaged by the Promoters and the Developer and the proportionate share of the Allottee in various matters may stand varied owing to such additional land/development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction or abatement of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Developer/Promoters on account thereof and furthermore the Allottee shall fully co-operate with the Developer and the Promoters and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Developer and/or the Promoters.

- (i) The Developer and/or the Promoters may in their absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the Promoters/occupiers of any other property adjoining/contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises, and the Allottee hereby consents to the same.

**9.1** The Allottee doth hereby agrees, acknowledges and consents to the rights title and interest of the Developer and/or the Promoters under Clause 9 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute, objection, hindrance, obstruction, or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Developer and/or the Promoters and/or persons deriving title or authority from the Developer and/or the Promoters and shall not have nor claim any right of user or enjoyment in any manner whatsoever in respect thereof.

**10.** The properties and rights hereby sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Developer in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

**11.** If at any time hereafter, there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any

statute rules and regulations on the said Premises and/or the Project as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Allottee partly or wholly as the case may be within 7 days of a demand being made by the Developer or the Promoters, as applicable, without raising any objection thereto.

12. The Project shall bear the name '**Kshitij**' and none else unless changed by the Developer and/or the Promoters.
13. These presents supersede all other agreements, arrangements, understandings, brochures etc.
14. The Allottee individually or along with the other co-Promoters will not require the Promoters or the Developer to contribute the proportionate share of the Common Expenses/maintenance charges of the flats which are not alienated or agreed to be alienated by the Promoters or the Developer notwithstanding the Promoters or the Developer being co-Promoters in respect thereof.
15. Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

**THE FIRST SCHEDULE ABOVE REFERRED TO:  
"SAID PREMISES"**

**All That** the present municipal Premises No.130, Rishi Bankim Chandra Road (holding No.184 Rishi Bankim Chandra Road), under the South Dum Dum Municipality, Police Station-Dum Dum, Kolkata - 700 028 containing a land area of 5 (five) Bighas 12 (twelve) Cottahs 9 (nine) Chittacks 28 (twenty-eight) Square Feet more or less, comprised in C.S. & R.S. Dag Nos. 10 and 11 (L.R. Dag Nos. 65 and 66), recorded in Previous Khatian No.178 (L.R. Khatian Nos. 1816, 755, 1366 and 1335), in Mouza Dum Dum House, J L No.19 in the District of North 24-Parganas and butted and bounded as follows:

On the North: Partly by R.B.C. Road and partly by Premises No. 130A and 130B R.B.C. Road;  
 On the South: By Premises No. 53/106, 51/2, 140 R.N. Guha Road;  
 On the East : By Premises No. 59, 69 and 82 R.B.C. Road;  
 On the West : By 156, 151/15, and 151/16 R.B.C. Road;

**OR HOWSOEVER OTHERWISE** the same are is was or were heretofore butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**“SAID UNIT/APARTMENT”**

**All That the Residential Flat / Apartment bearing No. \_\_\_\_\_ containing a Carpet Area of \_\_\_\_\_ Square Feet [Built-up Area whereof being \_\_\_\_\_ Square Feet more or less on the \_\_\_\_\_ floor of the Wing-\_\_\_\_\_ of the Building at the said Premises described in the First Schedule hereinabove written (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_\_ Square Feet) and total Chargeable Area being \_\_\_\_\_ Square Feet, which is inclusive of pro rata share in the Common Areas and Installations] more or less and shown in the Plan annexed hereto, duly bordered thereon in “Red”.**

WITH Exclusive Right to use the Open Private Terrace/s / Roof attached to the said Flat containing an area of \_\_\_\_ sft., and shown in the **Plan** annexed hereto, duly bordered thereon in “\_\_\_\_\_”.

**With** right to park \_\_\_\_\_ motor car/s in the covered space in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

**With** right to park \_\_\_\_\_ motor car/s in the open compound of the said Premises, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

**THE THIRD SCHEDULE ABOVE REFERRED TO  
PART-I  
(Common Areas and Installations)**

1. Land comprised in the said Premises.
2. Entrance and exit gates of the premises.
3. Paths passages and open spaces in the building / premises other than those intended to be reserved for parking of motor cars marked by the Promoters for use of any Unit/Owner.
4. Entrance lobby in the ground floor of the building.
5. Driveways in the ground floor and parking floors of the premises.
6. Staircase including landing on all the floors of the said building upto top floor.
7. Lifts and lift machine room.
8. 50% (fifty percent) of the top roof/s of the Building/s, to be identified and demarcated by the Promoters as elsewhere herein mentioned.
9. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said unit to the extent allocated to the owners herein and/or in the other Units during power failure and generator room in the ground floor of the building complex.
10. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor.
11. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different units.

12. Underground water reservoir for domestic water with a pull on pumps installed thereat.
13. Waste water and sewerage evacuation pipes from the Units to drains and sewers to the municipal drain.
14. Room for darwan/security guard, caretaker's office in the ground floor of the premises.
15. Community Hall, Gym Room, Entertainment Area, Games Room, Landscaped garden, Children Play Area.
16. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
17. Boundary walls.
18. Fire fighting system/control room.
19. Sewage Treatment Plant, Water Treatment Plant.

### **PART-II**

#### **(Fittings fixtures and amenities to be provided in the said Unit)**

Walls	Conventional brickwork
Wall finish	Interior- Plaster of Paris: Exterior combination of superior quality cement/textured paints.
Flooring	1) Vitrified tiles in all bedrooms, living/dining. 2) Kitchen/Toilet flooring to be made with anti-skid ceramic tiles.
Kitchen	1) Kitchen platform to be made of granite. 2) Dado of ceramic tiles, upto a height of two feet from the platform. 3) Stainless steel sink
Toilet	1) Standard ceramic tiles on the wall upto 7' height. 2) Reputed brands of good quality sanitary ware and CP fittings. 3) Concealed plumbing and pipe work. 4) Provision for geyser.
Doors	1) Door frame made of timber. 2) Flush Solid core/Panel doors. 3) Lock of stainless steel/brass.
Windows	Fully glazed aluminium windows.
Electrical	1) Provision for adequate light points 2) Modular Switches. 3) Provision of TV & Telephone lines in all Bedrooms and Living/Dining area.
Common Lighting	Overhead illumination for compound and street lighting inside the complex.
Wiring	Concealed copper wiring for electricity, telephone and television.

Air-Conditioning	Provision for air-conditioning in all bedrooms.
Amenities	1) Two Lifts per tower. 2) Intercom facility. 3) Firefighting equipment and extinguishers as required by law. 4) Adequate standby generator for common areas, services and apartments.

**PART-III**  
**(Specifications of construction of the Said Unit)**

Structure:	RCC Frame Structure
Doors:	Quality Salwood frames and ISI Phenol bonded flush doors. Decorative Laminated entrance main door fitted with night latch and hatch bolt & tower bolt for all doors.
Windows:	Aluminium windows
Living/Dining:	Flooring-Vitrified Tiles
Bedrooms:	Flooring – Ceramic Tiles
Kitchen:	Flooring – Ceramic Tiles Counter – Granite Platform with Stainless Steel Sink & Ceramic Tiles upto 2 feet height above counter.
Internal Wall:	P.O.P
Toilets:	Flooring – Anti Skid Ceramic Tiles Wall Tiles – Wall Dados in Ceramic Tiles upto 6 feet height. Sanitary wares – White branded fittings CP fittings – Superior quality fittings
Electrical:	Concealed Copper Wiring with latest switches, AC Point in master bedroom. Telephone, cable & Intercom points in living/dining. 400 watts of backup power for every 2 BHK apartment and 500 watts of backup power for every 3 BHK apartment.
Exterior:	Latest durable outer finish
Lifts:	Passenger Lifts of reputed make

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of



the common areas, machineries and installations.

4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, CCTV, 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 Common Areas & Installations of the Premises.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Buildings Tax, Water Tax, land revenue, khajana and other levies in respect of the Buildings and/or the Premises save those separately assessed on the Allottee.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**“EASEMENTS”**

1. The Allottee shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Promoters and/or the Developer and/or other occupiers of the Project and the Maintenance In Charge the rights easements quasi easements privileges and appurtenances hereinafter more fully and particularly set forth in the **Sixth Schedule** hereunder written.
2. The right of access and way in common with the Promoters and/or the Developer and/or other occupiers of the Project at all times and for all normal

residential purposes connected with the common use and enjoyment of the Common Areas and Installations.

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 Unit **Provided Always** and it is hereby declared that nothing herein contained shall permit the Allottee or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Promoters and/or the Developer and/or other occupiers of the Project and the Maintenance In charge entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the Project so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Allottee with or without workmen and necessary materials to enter from time to time upon the other parts of the Project solely and strictly for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing, or cleaning any part or parts of the Project and the Common Areas and Installations insofar as such rebuilding, repairing, replacing, or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty eight hours' previous notice in writing of his intention so to enter to the Promoters and/or the Developer, Maintenance Company and/or the Maintenance In Charge and/or the occupier of the Project affected thereby.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Easements excepted out of the sale and reserved for the Promoters and/or the Developer and persons deriving title through or under them)**

The under mentioned rights easements quasi easements and privileges appertaining to the Project and the said Premises shall be excepted and reserved for the Promoters and/or the Developer and/or the Maintenance In charge and/or the other occupiers of the Project:

1. The right of access and way in common with the Allottee and/or other person or persons entitled to the other part or parts of the Project at all times and for all purposes connected with the use and enjoyment of the Common Areas Installations and Facilities.

2. The right of flow in common with the Allottee and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Project through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the Project as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
3. The right of protection of other part or parts of the Project by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Allottee by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid **Provided Always** that except in emergent situation the Promoters, the Developer, the Maintenance Company and/or the Maintenance In Charge and the occupiers of the other part or parts of the Project shall give to the Allottee a prior forty eight hours' written notice of its or their intention for such entry as aforesaid.

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

**SIGNED SEALED AND DELIVERED** on behalf of the **PROMOTERS** by their Constituted Attorney, **Sri Harish Kumar Singhania**, at Kolkata in the presence of:

1.

2.

**SIGNED SEALED AND DELIVERED** on behalf of the **DEVELOPER** by its Partner, **Sri Rishabh Singhania**, at Kolkata in the presence of:

1.

2.

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

1.

2.

Drafted by me.

Advocate, High Court, Calcutta

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Allottee the within mentioned sum of **Rs.** \_\_\_\_\_/- **(Rupees \_\_\_\_\_) only**, being the full consideration money payable to the Developer herein, as per the memo of consideration written herein below:

Paid by the Allottee by several cheques on various dates in favour of the Developer.

**Total: Rs.** \_\_\_\_\_/-

**(Rupees \_\_\_\_\_) only.**

**WITNESSES:**

- 1.
  
  
  
  
  
  
  
  
  
  
- 2.

**DEVELOPER**