

THIS INDENTURE OF CONVEYANCE is made at Kolkata on this the ___day of _____ **TWO THOUSAND AND** _____

BETWEEN

(1) KHETAWAT PROPERTIES LIMITED (PAN AAACL5633M) a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at No. 19A Sarat Bose Road, Kolkata 700 020 P.S. Bhowanipore P.O.L.R. Sarani and represented by its Director Shri Manuj Khetawat (PAN ARLPK3532H) having been duly authorized in pursuance of a Resolution of the Board of Directors dated 01.04.2017 **(2) SURENDRA KUMAR KHETAWAT (PAN AFCPK5719H)** son of Late Prahladrai Khetawat and **(3) HARSHIT KHETAWAT (PAN AUBPK2669L)** son of the said Surendra Kumar Khetawat both residing at No. 19A Sarat Bose Road, Kolkata 700 020, P.S. Bhowanipore P.O. L.R. Sarani, hereinafter collectively referred to as the **OWNERS** (which term or expression in the case of the Company shall mean and include its successor and/or successors in office/interest and assigns and in the case of the individuals their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART.**

AND

JALAN BUILDERS PRIVATE LIMITED (PAN AABCJ7754Q) also a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at No. 236B A.J.C. Bose Road, 'Marble Arch', 2nd floor, P.O. L.R. Sarani P.S. Bhowanipore and represented by its Director Shri Pratiik Jalan (PAN AGYPJ5046R) having been duly authorized in pursuance of a Resolution of the Board of Directors dated 09.03.2017 hereinafter referred to as the **DEVELOPER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART.**

A N D

If the Purchaser/Allottee is a company

----- CO PVT LTD (PAN-----) a company incorporated in accordance with the provisions of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at -----

----- P.S.----- P.O.----- and represented by its Director/Authorised Representative Sri ----- (PAN-----) son of ----- working for gain at ----- P.S.----- P.O.----- having been duly authorized in pursuance of a Resolution of the Board of Directors dated ----- hereinafter referred to as the **PURCHASER/ALLOTTEE** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and permitted assigns) of the **THIRD PART**.

If the Purchaser/Allottee is a Partnership firm

----- (PAN -----) a partnership firm registered under the Indian Partnership Act 1932 having its principal place of business situated at ----- .S. ----- represented by one of its Partners Sri ----- (PAN-----) son of ----- working for gain at ----- P.S.----- P.O.----- having been duly authorized by the others partners hereinafter referred to as the **PURCHASER/ALLOTTEE** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners for the time being of the said partnership business, the survivor or survivors of them and their respective heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**.

If the Purchaser/Allottee is an individual

----- (PAN-----) son/daughter/wife of ----- aged about ----- residing at ----- P.O.----- P.S.----- hereinafter referred to as the **PURCHASER/ALLOTTEE** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**

If the Purchaser/Allottee is a HUF

----- (PAN-----) son of ----- for self as well as Karta of the Hindu Joint Mitakshara Family known as ----- HUF carrying on business at ----- hereinafter referred to as the

PURCHASER/ALLOTTEE (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the members or members for the time being of the said HUF and their respective heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**.

WHEREAS:

- A.** In this Deed wherever the context so permits the Vendors, Developer and the Purchaser/Allottee are collectively referred to as the 'parties' and individually as a 'party'
- B.** One Arun Krishna Roy during his lifetime was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring about 1 Bigha 10 cottahs (equivalent to 1976.16 Sq. Mtrs) (more or less) together with the various buildings and structures standing thereon (hereinafter referred to as the TOTAL PROPERTY)
- C.** The said Arun Krishna Roy divided the said Total Property into two parts namely the Southern Portion containing by estimation an area of 574.78 Sq.Mtrs equivalent to 9 cottahs 1 chittack and 22 sq.ft. (more or less) together with the structures standing thereon (hereinafter referred to as the SOUTHERN PORTION) and the Northern Portion containing by estimation an area of 20 cottahs 14 chittacks and 23 sq.ft. together with the various buildings and structures standing thereon (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PROPERTY/PREMISES**)
- D.** The Southern Portion of the said Total Property has now been numbered as Premises No.2A Lee Road, Kolkata 700 020 and the Northern Portion being the said Premises continues to remain numbered as Municipal Premises No. 2 Lee Road, Kolkata 700 020
- E.** The said Southern Portion forming part of the said Total Property had been transferred by the said Arun Krishna Roy by virtue of two separate registered Deeds of Leases both dated 19th April 1979 unto and in favour of Lee Properties and Shanta Properties (hereinafter collectively referred to as the SOUTHERN PORTION LESSEES)
- F.** By an Indenture of Settlement/Trust dated 9th December 1980 registered at the office of the District Sub Registrar, Alipore in Book No. I Volume No.110 Pages 284 to 296 Being No. 5668 for the year 1980 the said Arun Krishna Roy transferred the said Total Property unto and in favour of the

Trustees of Arun Krishna Roy Trust (hereinafter referred to as the TRUST) to be held by the Trustees for the purposes and objects mentioned in the said Trust Deed

- G.** The then Trustees of the said Trust by a Registered Deed of Lease dated 29th July 1981 and registered at the office of the District Sub Registrar, Alipore in Book No. I Volume No.303 Pages 84 to 96 Being No. 9109 for the year 1981 granted a Lease in respect of the said total Property unto and in favour of Tribeni Tissues Limited for a period of 100 years subject however to the rights of the said Southern Portion Lessees at the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease (hereinafter referred to as the said LEASE DEED)
- H.** In pursuance of a Scheme duly sanctioned by the Hon'ble High Court, Calcutta being Company Petition No.175 of 1991 connected with Company Application No. 30 of 1991 the said Tribeni Tissues Limited stood merged with ITC Limited and consequently amongst others the benefit of the said Lease Deed stood vested in favour of ITC Limited by order of the High Court dated 20.03.1992
- I.** By a Deed of Conveyance dated 27th February 2011 and made between Arun Krishna Roy Trust Estate represented by its beneficiaries and Trustees therein referred to as the Vendors of the One Part and the Vendors herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub Registrar, Alipore in Book No. I CD Volume No.7 Pages 1920 to 1954 being No. 01568 for the year 2011 the Trustees and/or beneficiaries of the said Trust for the consideration therein mentioned sold transferred and conveyed the said Northern Portion and/or Property unto and in favour of the Vendors herein SUBJECT HOWEVER to leasehold interest held by ITC
- J.** After having acquired the said Property being the said Northern Portion, the Vendors caused their names to be mutated in the records of Kolkata Municipal Corporation and the said Northern Portion has been separated from the said Total Property and has since been numbered as Municipal Premises No.2,O.C. Ganguly Sarani, P.S. Bhawanipore, Kolkata-700020, KMC Assessee No. 110702300034 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PROPERTY/PREMISES**)
- K.** The Vendors after having acquired the said Property negotiated with the various tenants and/or occupations for vacating the various parts and portions in their respective occupation and the Vendors had succeeded in obtaining complete vacant possession of the said Property

- L.** For the purpose of undertaking the development of the said Property the Vendors and the Developer had entered into a Development Agreement dated 06.04.2017 which has been registered at the office of D.S.R-I at Alipore, in Book No. I, Being Deed No.160100980 for the year 2017 whereby the Vendors and the Developer jointly agreed to undertake development of the said Property in terms of the said Development Agreement.
- M.** In pursuance of the said Development Agreement and in furtherance thereof the Vendors and the Developer caused a map or plan to be sanctioned by Kolkata Municipal Corporation being Building Permit No. 2018080167 dated 28.01.2019 (hereinafter referred to as the said PLAN) and the said Plan envisages construction of a new building comprising of Basement, & Ground plus XI upper floors comprising of various showrooms, office spaces, constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other.
- N.** The said Development Agreement was subsequently modified by a Declaration dated 28th February 2019 (hereinafter referred to as the MODIFICATION DEED) registered at the office of A.D.S.R Alipore, in Book No. I, Being Deed No.160501371 for the year 2019 entered into between the Owners and the Developer whereby Clause XVII of the said Development Agreement was substituted and/or modified and the relevant portion of the said substituted clause inter alia provides as follows:

ARTICLE XVII

17.1 In consideration of the mutual covenants herein contained and in further consideration of the Owners having agreed to grant the exclusive right of development in respect of the said Premises unto and in favour of the Developer herein it has been agreed that the total constructed area forming part of the new building shall be divided into two parts whereby the Owners shall jointly be entitled to 30% (thirty percent) of the total constructed area to comprise of various showrooms units constructed spaces and car parking spaces forming part of the development together with the undivided proportionate share in all common parts and portions and together with the undivided proportionate share in the land comprised in the said property attributable and/or allocable thereto (hereinafter referred to as the OWNERS' ALLOCATION) and the said Owners allocation shall be apportioned amongst the Owners interse in proportion to their respective right title interest into or upon the said premises

17.2 It has been agreed that the Developer shall be entitled to retain for itself the remaining 70% (seventy percent) of the total constructed area to comprise of various showrooms units constructed spaces and car parking spaces forming part of the development together with the undivided proportionate share in all common parts and portions and together with the undivided proportionate share in the land comprised in the said property attributable and/or allocable thereto (hereinafter referred to as the DEVELOPER'S ALLOCATION)

17.3 Immediately after the plan is sanctioned the parties hereto shall identify their respective allocations and such identification shall be done in an equitable manner and be recorded in writing.

17.4 Each of the parties shall be entitled to enter into agreement for sale of their respective allocations independently of each other for which no further consent of the other party shall be necessary and/or required it being however expressly agreed and understood that the Owners shall willingly without any act, deed or thing join as parties in any agreement of sale and/or deed of conveyance in respect of the constructed area forming part of the Developer's Allocation and vice versa for the purpose of perfecting the title of the intending purchasers

17.5 Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance it shall willingly execute such document as a confirming party.

In pursuance of the said Modification Deed the Vendors are thus jointly entitled to FIRSTLY ALL THAT the undivided 30% share or interest into or upon the said SHOWROOM AREA AND SECONDLY ALL THAT the undivided 30% share or interest in the constructed area forming part of the said new building and comprised in 7th, 8th & 9th floors TOGETHER WITH 12 covered/ open/ mechanical/ basement car parking spaces AND TOGETHER WITH the undivided proportionate share in all common parts and portions (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND TOGETHER WITH THE undivided proportionate share in the land comprised in the said premises attributable and/or allocable thereto (hereinafter referred to as the OWNER'S ALLOCATION)

- It has been agreed between the Owners and the Developer that the said Showroom Area on the ground floor and commercial space on the first floor shall be jointly sold and transferred by the Owners and the Developer and the net sale proceeds will be apportioned between the Owners and the

Developer in a manner whereby the Owners shall jointly be entitled to 30% of such net sales proceeds and that the remaining 70% of such net sale proceeds shall belong to the Developer.

- P.** The Owners and the Developer have since identified their respective allocations and each of the Vendors and the Developer are legally competent to sell and transfer the various units.
- Q.** After coming into force the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the said HIRA ACT) and the rules framed thereunder (hereinafter referred to as the RULES) in accordance with the provisions of the said Hira Act and the Rules framed thereunder and the Owners and the Developer/Vendor caused themselves to be registered with the concerned authorities and had commenced the work of construction of the said new building at the said Premises in accordance with the said Plan.
- R.** By an Agreement dated ----- entered into between the parties hereto the Purchaser had agreed to purchase and acquire on ownership basis ALL THAT the Office Unit No. ----- on the ----- floor of the new building then in course of construction of the said Premises containing by estimation a chargeable area of -----sq.ft. equivalent to ----- sq.ft. (Carpet area) (be the same a little more or less) TOGETHER WITH ----- covered/open/mechanical car parking space/s on the basement/ground floor TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said UNIT AND THE PROPERTIES APPURTENANT THERETO) free from all encumbrances, charges, liens, lispens, attachments trusts whatsoever or howsoever for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said SALE AGREEMENT).
- S.** The said new building at the said Premises has since been constructed erected and completed in accordance with the said Plan and necessary Occupation Certificate has been issued by Kolkata Municipal Corporation.
- T.** The Purchaser from time to time has made full payment of the amount of consideration and other amounts payable under the said Sale Agreement

and has now approached the Owners and the Developer/Vendor to execute the Deed of Conveyance and/or transfer in respect of the said Unit and the Properties Appurtenant Thereto which the Owners and the Developer have agreed to do subject to the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

SECTION- I – DEFINITIONS

In this Deed Agreement the following expressions shall have the meanings assigned to them as under:

- 1.1 **ALLOTTEE/ PURCHASER** shall mean the said -----
-----shall include their respective heirs, legal representatives, executors, administrators and assigns.
- 1.2 **BUILDING** shall mean the new building and/or other structures constructed at the said premises in accordance with the plan sanctioned by the authorities concerned with such variations as may be permitted.
- 1.3 **CAR PARKING SPACE/S** shall mean All that the car parking space/s No.-
----- on the ground floor/basement, open/covered/mechanical of the said Premises to be used by the Purchaser in perpetuity for parking of car/s.
- 1.4 **COMMON PURPOSE** shall mean and include the purpose of maintaining the said premises and the said building and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Units and common use and enjoyment thereof.
- 1.5 **COMMON EXPENSES/THE MAINTENANCE EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the Seventh Schedule hereunder written.
- 1.6 **COMMON PARTS AND PORTIONS** shall mean and the various common parts and portions of the said new building to be used in common by the Purchaser in common with the other owners and occupiers of the said New Building to be determined by the Owners and the Developer/vendor in their absolute discretion at the time of making over of the possession of the

- said Unit (more fully and particularly described in the **THIRD SCHEDULE** hereunder written).
- 1.7 **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective Units.
- 1.8 **COMMON ROOF** shall mean ALL THAT the divided and demarcated portion of the ultimate roof of the building whereon various installations are to be installed and shall be accessible by the Purchaser and other owners and occupiers of the said new building.
- 1.9 **CARPET AREA** shall mean the net usable floor area of the Unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/unit.
- 1.10 **DEVELOPER** shall mean the Party hereto of the Second Part and shall mean and include its successor and/or successors in office/interest and assigns.
- 1.11 **HOUSE RULES/USER** shall mean the rules, restrictions and regulations regarding the user/holding of the said Unit as hereinafter stated.
- 1.12 **PLAN** shall mean the Building plan sanctioned by the authorities concerned and shall include such modification or variation made or as may be made by the Vendor from time to time as permissible in law.
- 1.13 **PREMISES** shall mean **ALL THAT** the Premises No. 2, O.C. Ganguly Sarani (previously known as Lee Road), P.S. Bhawanipore, Kolkata 700 020 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written)
- 1.14 **RESERVED ROOF** shall mean ALL THAT the divided and demarcated portion of the Ultimate Roof which shall form an integral part of any Unit.
- 1.15 **RULES** mean the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- 1.16 **REGULATIONS** mean the regulations made under the West Bengal Industry Regulation Act 2017.
- 1.17 **VENDORS/DEVELOPER** shall mean the parties hereto of the **SECOND PART** and in the case of the Company shall mean and include its successor and/or successors in office/interest and assigns and in the case of the individuals their respective heirs, legal representatives, executor's administrators and assigns.
- 1.18 **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Purchaser herein

towards maintenance fund which shall be held by the Sellers and after the said new building is completed and possession is made over and upon formation of the Association the said amount shall be transferred by Owners and the Developer/Vendor to such Association.

- 1.19 **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
- 1.20 **THE SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean **ALL THAT** the Office Unit No.----- on the -----floor of the said new building containing by estimation an area of ----- **sq.ft.** (Carpet Area) (more or less) **AND SECONDLY ALL THAT** the ----- - open/covered/mechanical car parking space/s bearing Nos.----- **AND THIRDLY ALL THAT** the Servants Room situated on the ----- floor of the said new building containing by estimation an area of ----- (more or less) (carpet area) **AND FOURTHLY ALL THAT** the undivided proportionate share in all common parts portions areas facilities and amenities **AND FIFTHLY ALL THAT** the undivided proportionate share underneath the said building appurtenant and/or allocable thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written)

SECTION II – INTERPRETATIONS

- 2.1 In this Agreement (save to the extent that the context otherwise so requires): -
- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
 - ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated.
 - iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
 - iv) Words denoting Masculine gender shall include feminine and neutral genders as well.

- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

SECTION III – ACKNOWLEDGEMENT, CONFIRMATION AND DISCLAIMER

3. At or before execution of this Indenture the Purchaser:

- i) Has fully satisfied himself/herself as to the title of the Vendor in respect of the said Premises.
- ii) Has obtained copies of all title deeds and other relevant documents pertaining to the title in respect of the said premises.
- iii) Has inspected the said Plan and is fully satisfied in respect thereof.
- iv) Has inspected the said New Building and is fully satisfied as to the workmanship and specifications used in construction thereof.
- v) Acknowledge that the right of the Purchaser shall remain restricted to the said Unit.
- vi) Is fully satisfied as to the location of the common parts and portions.
- vii) Is fully satisfied as to the total super built-up area comprised in the said Unit.
- viii) Acknowledge that the terms and conditions of this Deed are reasonable and fair.
- ix) Has obtained independent legal advice.
- x) Acknowledge that non performance of any of the terms and conditions herein contained and on the part of the Purchaser

to be performed and observed is likely to affect the right and interest of other unit owners/flat owners in the said building. And has agreed not to have any claim nor raise any objection on any account whatsoever or howsoever

SECTION IV - SALE AND TRANSFER

4.1 THAT in consideration of the said Sale Agreement dated ----- AND in further consideration of a sum of **Rs.** -----/- **(Rupees ----- only)** of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors (the receipt whereof the Vendors and each one of them doth hereby and also by the receipt hereunder written doth admit and acknowledge to have been received) AND in further consideration of a sum of **Rs.** -----/- **(Rupees ----- only)** of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer/Vendors (the receipt whereof the Developer doth hereby and also by the receipt hereunder written doth admit and acknowledge to have been received)thus aggregating Rs. -----/- (Rupees ----- only) and of and from the payment of the same and every part thereof) the Owners and the Developer/Vendor and each one of them doth hereby sell transfer convey assure assign and grant **ALL THAT** the Unit No.----- on the -----floor of the said new building containing by estimation an area of -----**sq.ft.** (Carpet Area) (more or less) (situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon) **AND SECONDLY** the right to use in perpetuity **ALL THAT** ----- open/covered/mechanical car parking space/s bearing No.----- on the ground floor/basement of the building situated at the said Premises **AND THIRDLY ALL THAT** the undivided prorate proportionate share in all common parts portions areas facilities and amenities **AND FOURTHLY ALL THAT** the undivided prorate proportionate share underneath the said building appurtenant and/or allocable thereto (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written situation whereof is shown and delineated in the map or plan annexed hereto and bordered in **RED** thereon) **TOGETHER WITH** the right to use the common areas installations and facilities in common with the other co-Purchaser and the owners and the other lawful occupants of the Building and/or Housing

Complex (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **BUT EXCEPTING AND RESERVING** such rights easements quasi- easements privileges reserved for any particular Unit and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the Said Unit and the Properties Appurtenant Thereto (more fully and particularly mentioned and the and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said UNIT hereby sold transferred and conveyed and every part or parts or parts thereof unto and to the use of the Purchaser **SUBJECT TO** the House Rules and the restrictions (more fully and particularly mentioned and the and described in the **SIXTH SCHEDULE** hereunder written) AND also subject to Purchaser making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES) payable in respect of the Said Unit and the Properties Appurtenant Thereto (such Maintenance charges more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written)

SECTION - V

5. AND THE OWNERS AND THE DEVELOPER AND EACH ONE OF THEM HEREBY COVENANTS WITH THE PURCHASER as follows:

- a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the Owners and the Developer/Vendor or executed or knowingly suffered to the contrary the Owners and the Developer/Vendor are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Unit and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Owners and the Developer/Vendor now have in themselves good right full power and absolute authority to grant

convey transfer sell and assign all and singular the Said 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 aforesaid.

- c) **THAT** the Said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lis-pendens debuttar or trusts made or suffered by the Owners and/or the Developer/Vendor or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Owners and/or the Developer/Vendor.
- d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owners and/or the Developer/Vendor 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 lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Owners or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) **THAT the** Owners and the Developer/Vendor and all persons having or lawfully or equitable claiming any estate or interest in the Said Unit or any part thereof through under or in trust for the Owners and the Developer/s shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit 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 Owners and/or the Developer/Vendor have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Unit 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.

SECTION VI – PURCHASER’S COVENANTS

6. AND THE PURCHASER DOTH HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER/OWNERS as follows:

- i. **THAT** the Purchaser and all other persons deriving title under them shall and will at all times hereafter shall observe the restrictions/ House Rules regarding the user of the said Unit and also the obligations set forth in the **SIXTH SCHEDULE** hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said Building.
- ii. **THAT** the Purchaser shall within three months from the date of execution of these presents at his/her /their cost shall apply for obtaining mutation of his/her/their name as the owner and until Unit is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the Building, as may be determined and fixed by the Vendor and upon appointment of the Facility Management Company (FMC) or Holding Organisation to such FMC and/or or Holding Organisation without raising any objection whatsoever.
- iii. **THAT** the Purchaser shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, if any, water tax, Urban Land Tax, and other levies impositions and outgoings whether presently payable or which may become payable in future (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said Unit and Proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of such Rates and Taxes to the Developer/Vendor and shall also pay based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such

Charges may be revised during the year and upon appointment of the FMC to such FMC or Holding Organisation.

- iv. The Developer/Vendor shall be entitled to look after and maintain the common parts and portions for a period of ----- months from the date of possession being made over to the Purchaser and the Purchaser shall be liable to pay to the Developer the proportionate share of such common area maintenance charges (hereinafter referred to as the CAM CHARGES)

SECTION VII – OTHER COVENANTS

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

- i. **THAT** the Undivided share in the land attributable to the said Unit and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said Unit shall always remain impartible.
- ii. **THE** right of the Purchaser shall remain restricted to the said Unit and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the Building.
- iii. **THE** said building constructed at the said Premises shall always be known as “ALTITUDE”.
- iv. The Purchaser shall observe all rules and regulations and maintain the decency of the said Building and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other owners and occupiers of the said Housing Complex and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES)
- v. The Purchaser shall obtain separate electricity meter for the said Unit in its/his/her name at own cost/expenses for that the Vendor shall offer the necessary assistance. The PURCHASER agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.
- vi. The Purchaser further acknowledge that in the event of the Purchaser committing breach of any of the said rules and regulations

or failing to make payment of the proportionate share of CAM Charges then and in that event the other Unit owners and/or occupiers of the said Housing Complex will independently be entitled to enforce the same against the Purchaser.

SECTION VIII - POSSESSION

- 8.1 It is hereby confirmed recorded and declared that the Purchaser has been put in vacant possession of the said Unit (hereinafter referred to as **POSSESSION DATE**) and the Purchaser acknowledge having received the possession of the said Unit.
- 8.2 On and from the said Possession Date the Purchaser have agreed that they shall:
- a) Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Unit and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
 - b) Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Vendor and upon appointment of the Facility Management Company (hereinafter referred to as the FMC) to such FMC or Holding Organisation as the case may be as hereinafter provided. The Purchaser acknowledge that their obligation of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchaser in making regular and timely payment of such maintenance charges the same likely to adversely affect the rights and interest of other owners and/or occupiers of various other Units apartments in the said building.
 - c) The Vendor and/or the Holding Organisation and/or FMC will estimate every year what it thinks the estimate for providing the services (including insurance) during the year (Maintenance Charges Estimates) and such Maintenance Charges Estimates may be revised during the year and the Purchaser shall have to make payment of such estimated amount on monthly basis in respect of their share (hereinafter referred to as the **MAINTENANCE CHARGES**) the amount so estimated. At the close of the year, if the amount so payable by the Purchaser is less than the Estimated Costs of the whole year then the balance amount will be carried forward and will

be adjusted against the Service Charge percentage payable by the Purchaser for the following year and in the event of the same being more than what has been paid by the Purchaser the Purchaser shall forthwith make payment of the same to the FMC and/or Vendor as the case may be.

SECTION IX - CONTROL OF COMMON PARTS - MAINTENANCE - PAYMENT OF CAM CHARGES

- 9.1 The Developer shall look after and maintain the common parts and portions and remain liable for rendition of common services for a period of ----- months from the date of execution of this agreement. Thereafter the control and management of the common parts and portions of the building shall remain vested with the Facility Management Company (FMC) as and when such FMC is appointed and upon formation of the Holding Organisation with such Holding Organization subject to the right of the Purchaser to use the common parts and portions in common with other unit owners and/or occupiers of the said building
- 9.2 The Purchaser shall be liable and agrees to make payment of the proportionate share of Common Area Maintenance (CAM CHARGES) regularly and punctually to the FMC and/or Holding Organisation and/or to the persons entitled to receive the same and until appointment of the FMC and formation of the Holding Organisation such maintenance charges shall be paid by the Purchaser to the Vendor.
- 9.3 The said CAM Charges will include an amount equivalent to 15% of such CAM Charges to be paid as and by way of maintenance expenses (hereinafter referred to as the MAINTENANCE FEE) and the Purchaser shall be liable to make payment of such CAM Charges which will include the said Maintenance Fee month by month and every month without any abatement or deduction on any account whatsoever or howsoever
- 9.4 In the event of any delay on the part of the Purchaser in making payment of such CAM Charges then and in that event the amount lying in arrears shall carry interest at the rate of 15% annum it being expressly agreed and understood that in the event of such delay continuing for a period of sixty days then and in that event the Vendor and/or the FMC and/or Holding Organisation or any one of them shall be entitled to:
- i) disconnect the supply of water to the said Unit
 - ii) disconnect the supply of electricity
 - iii) withdraw all utilities including generator facilities

- and the same shall not be restored until such time the Purchaser have made payment of all amount lying in arrears together with interest accrued due thereon and such penal interest as may be determined from time to time
- 9.5 For the purpose of withdrawal of the said facilities and/or utilities it will not be necessary for the Vendor and/or FMC and/or Holding Organisation to serve any notice, in writing and the Purchaser hereby waives the right to receive such notice
- 9.6 **FACILITY MANAGEMENT COMPANY** – For the purpose of looking after the common parts and portions and for rendition of common services the Vendor shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Vendor in its absolute discretion may deem fit and proper and in addition to the payment of CAM Charges the Purchaser shall be liable to make payment of the said Management Fee (being 15% of the CAM Charges payable by the Purchaser)
- 9.7 The Unit Owners and/or the Holding Organisation shall not be entitled to terminate the appoint of such FMC unless agreed to by all the flat/unit owners in the building and in the event of such FMC is to be substituted with any other FMC the consent of seventy five percent of the units owners in the building will have to be obtained.
- 9.8 The said FMC will remain responsible for looking after the common parts and portions and the Purchaser agree not to interfere in the FMC remaining in control of the common parts and portions
- 9.9 **HOLDING ORGANISATION** – Immediately after all the units in the building are sold and transferred the Unit Owners in consultation with the Vendor shall form a Holding Organisation which may be a Syndicate and/or limited company and/or limited liability partnership or such other entity with such rules and regulations as the Vendor may decide
- 9.10 The Purchaser agree to become members of such Holding Organisation and upon formation of such Holding Organisation the said Holding Organisation shall take control of all common parts and portions and shall remain liable for rendition of common services subject to the Unit Owners making payment of the CAM Charges
- 9.11 The Holding Organisation shall be entitled to frame such rules and regulations as may be necessary and/or required from time to time regarding user of the common parts and the Purchaser hereby agree to abide by the same

- 9.12 In order to become members of the said Holding Organisation the Purchaser agree to sign and execute all papers application and other documents as may be necessary and/or required and in the event of the Purchaser failing to sign such papers and/or applications the Vendor as the constituted attorney of the Purchaser shall be entitled to sign and execute the same on behalf of the Purchaser and the same shall be binding on the Purchaser.
- 9.13 **ADHOC COMMITTEE** – Until the appoint of FMC or the formation of the said Holding Organisation, the Vendor may form an Adhoc Committee comprising of three Unit owners (hereinafter referred to as the ADHOC COMMITTEE) to be nominated by the Vendor and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said Building and upon formation of the said Holding Organisation the said Adhoc Committee shall stand dissolved.

SECTION X – ROOF AND OTHER AREAS

10.1 It is hereby made expressly clear and has been agreed by and between the parties hereto that ALL THAT the divided and demarcated portion of the Roof containing by estimation an area of 2500 sq.ft. Carpet Area (more or less) shall form an integral part of ALL THAT the Unit No.1 on the 11th floor of the said new building (hereinafter referred to as the RESERVED AREA) and the Purchaser hereby waives and/or disclaims all his/her/its right title interest over and in respect of the said Reserved Area.

10.2 After providing for the said Reserved Area as aforesaid, the remaining part or portion of the said Roof shall be deemed to be the COMMON ROOF) on which various installations are to be situated and the said Common Roof shall remain available for common use of all owners and occupiers of the said new building including the Purchaser.

SECTION XI - DEFECT LIABILITY:

11.1 In the event of there being any structural defect and so certified by the Architect, for the time being in respect of the said Unit and such defect is detected within a period of five years from the date of issue of occupancy certificate then and in that event the Developer shall cause such defect to be removed and/or rectified provided that such defect is not occasioned because of any act deed or thing on the part of the Purchaser or any person claiming through or under the Purchaser or because of non-use and/or improper use and/or :

- a) Any negligence and/or laches on the part of the Purchaser
- b) Any act deed or thing on the part of any third party
- c) Any act of vandalism or destruction on the part of any person

SECTION XII – ADVANCES – DEPOSITS

12.1 At or before taking over possession of the said Unit and the Properties Appurtenant Thereto the Purchaser has kept in deposit with the Developer the following amounts:

Set out

12.2 The said Advances and/or Deposits if not adjusted and appropriated shall be made over by the Developer to the Holding Organisation upon its formation after adjustment and appropriation of all amounts receivable by the Developer in terms of the said Sale Agreement and this Deed.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(PROPERTY)**

ALL THAT the piece and parcel of land containing by estimation an area of 20 cottahs 14 chittacks and 23 sq.ft. (more or less) situate lying at and being Municipal Premises No 2, O.C. Ganguly Sarani, Kolkata 700 020, Police Station Bhawanipore within the limits of Kolkata Municipal Corporation under Ward No.070 and butted and bounded in the manner following that is to say:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

OR HOWSOEVER OTHERWISE **said premises butted bounded, numbered, known and distinguished.**

**THE SECOND SCHEDULE ABOVE REFERRED TO
(UNIT AND THE PROPERTIES APPURTENANT THERETO)**

ALL THAT the Unit No. ----- on the ----- floor of the new building now in course of construction of the said Premises containing by estimation a chargeable area

of ----- sq.ft. equivalent to ----- sq.ft. (Carpet Area) (be the same a little more or less) TOGETHER WITH ----- covered/open/mechanical car parking space/s on the basement/ground floor TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS)**

1. The foundation columns beams support corridors, lobbies, stairs, stairways landings, entrances, exits and pathways.
2. The staircases, lifts, staircases and lift lobbies, fire escapes and common entrances and exits of the building.
3. The common basements, terraces and open parking areas
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of service personnel
5. Installations of central services such as electricity, gas, water and sanitation, air conditioning and incinerating system for water conservation and renewable energy
6. Water tanks, sumps, motors, fans, compressors, ducts and all apparatus connection with installations for common use
7. All community and commercial facilities as provided in real estate project
8. All other portions of the property necessary or convenient for its maintenance, safety etc and in common use
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Boundary Walls.
11. Fire Fighting system/control room.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi - Easements)**

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for Developer and/or the Holding Organization.

1. The right in common with the Purchasers and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchasers and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Unit) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the Building by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the Purchasers by means of structural alterations to the Said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.
4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.
5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, firefighting equipment as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges of the Purchaser to be enjoyed along with other co-occupiers.

- i. The Purchasers shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit 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 holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the FOURTH SCHEDULE HERETO.

- ii. The right of access and passage in common with the Holding Organization 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, tubewell, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Premises.
- iii. 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 with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers or the servants agents employees and invitees of the Purchasers to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Unit by or from all parts of the Block so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Restrictions / House Rules)

On and from the date of execution of this Deed the Purchaser as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the Developer in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Developer and upon appointment of the FMC and/or formation of the Holding

Organization by such FMC and/or Holding Organization as the case may be.

- c) TO ALLOW the Developer and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Seventh Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and/ or to make deposits on account thereof in the manner mentioned hereunder to or with the Sellers and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.
- e) TO DEPOSIT the amounts reasonably required with the Sellers and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- g) To use the said Unit for commercial and/or business and/or office purposes only and for no other purpose whatsoever or howsoever.
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit.
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit.
- j) To keep the said Unit in a clean and tidy condition and to clean window frames and all other glass and other panels in the said Unit.

13. The Purchaser hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.

- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- e) 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 building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Unit or any part or portion thereof for any political meeting nor for any dangerous, noxious or offensive trade or business.
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird either on festive occasions or on any occasion whatsoever nor shall display outside their Unit any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring any slaughtered animal and/or bird openly through the corridor and/or entrance and nor do any act, deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said commercial complex.
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which

is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.

- l) NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said commercial complex.
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the commercial complex.
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
- p) 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 Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- q) NOT TO make in the said Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Sellers /FMC and/or any concerned authority.
- r) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than commercial purposes
- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Sellers /FMC.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Sellers and upon appointment of the FMC by such FMC.

- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- aa) In the event of nonpayment of such services and maintenance charges the Purchaser shall be liable to pay interest at the rate of 15% per annum to the Sellers and upon appointment of the FMC to such FMC and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that even without prejudice to any other rights which the Sellers and or FMC may have the Sellers and / or the FMC shall be entitled to and the Purchaser hereby consents to the :
 1. To discontinue the supply of electricity.
 2. To discontinue / disconnect the supply of water.
 3. To withhold the services of lifts to the Purchaser and the members of their families and visitors and the same shall not be restored until such time the Purchaser having made full payment of the amounts due with interest at the aforesaid rate.
 4. To discontinue the facility of DG power back-up.
- cc) In the event of non-payment of any of the amounts payable by the Purchaser to the Sellers/ FMC/ Holding Organization, the Sellers / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

CAR PARKING:

- a) It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Purchaser shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Purchaser shall be entitled to use or cause to be used the car parking space allotted to him/ her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- b) Parking of Car will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted.
- c) THE said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).

- d) THE Purchaser shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s).
 - e) THE Purchaser shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
 - f) In the event of the Purchaser washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Purchaser to clean up the entire space.
 - g) THE Purchaser shall not be entitled to cover up and/or make any construction on the said Parking Space(s) and/or open spaces.
 - h) NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
 - i) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
 - j) MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.
- 14.** The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

- 1.** Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
- 2.** Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.
- 3.** Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs

- trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
 5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
 6. Paying such workers as may be necessary in connection with the upkeep of the property.
 7. Insuring any risks.
 8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
 9. Cleaning as necessary of the areas forming parts of the property.
 10. 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.
 11. Maintaining and operating the lifts.
 12. Providing and arranging for the emptying receptacles for rubbish.
 13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit/Unit.
 14. 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 the Unit of any individual lessee of any Unit.
 15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
 16. 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.
 17. 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 there under relating to the building excepting those which are the responsibility of the owner/occupier of any Unit/Unit.

18. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
19. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organization it is reasonable to provide.
20. In such time to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
21. 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 Holding Organization for of the owners of the Units/Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organization and with the terms of this Schedule.

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
OWNERS at Kolkata in the
presence of :

.....
SIGNATURE OF OWNERS

SIGNED AND DELIVERED by the
DEVELOPER/VENDOR at Kolkata in the
presence of :

.....
SIGNATURE OF DEVELOPER/VENDOR

SIGNED AND DELIVERED by the
PURCHASER at Kolkata in the
presence of :

.....
SIGNATURE OF PURCHASER

Drafted by: