

**DEED OF CONVEYANCE**

This deed of conveyance is executed on this \_\_\_\_\_(Date) day of \_\_\_\_\_(Month), 2019,

**BY AND BETWEEN**

**BELUR PROJECTS LLP** having PAN NO. AALFT1829P having its registered Office at Chandmari, Sapuipara, Post Office Sapuipara, Police Station Nischinda, District Howrah, Pin Code – 711227, being represented by Mr./Mrs. \_\_\_\_\_ having PAN/AADHAR No. \_\_\_\_\_, son/daughter of \_\_\_\_\_, by faith Hindu, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called and referred to as the "**OWNER/VENDOR**"(which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns).

**AND**

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**M/S. EAST INDIA REALTY**, having PAN NO. ACTPA6503H, a proprietorship firm having its Office at Chandmari, Sapuipara, Belur Howrah, Post Office – Sapuipara, Police Station Nischinda, Howrah – 7112067, being represented by the Proprietor namely Mr. Lakshendra Kumar Agarwal, son of Late Madan Lal Agarwal, residing at DA-14, Sector-1, Salt Lake, Kolkata – 700064, (PAN ACTPA6503H), hereinafter called the "**PROMOTER/DEVELOPER/CONFIRMING PARTY**" (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns), acting through its lawfully constituted attorney namely Mr. Dhirendra Agarwal having PAN NO. ACMPA3914B, son of Shraavan Kumar Agarwal, by faith Hindu, by occupation Business, residing at 194A, Manicktalla Main Road, Post Office - Kakurgachi, Police Station – Phool Bagan, Kolkata – 700 054, who was appointed by a General Power of Attorney registered as deed no IV-0513-00031/2049, dated 16-1-2019.

**AND**

[If the Allottee is a company]

\_\_\_\_\_,(CIN no. ) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at (PAN ), represented by its authorized signatory, (Aadhaar no. ) duly authorized vide board resolution dated, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at , (PAN ), represented by its authorized partner, (Aadhaar no ) duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr./Ms. (Aadhaar no. ) son / daughter of , aged about residing at, (PAN ) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and

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include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the allottee is a HUF]

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

(Please insert details of other allottee(s) in case of more than one allottee)

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

#### **INTERPRETATION :**

- I. "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (HIRA).
- II. "**Rules**" shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- III. "**Project**" shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Promoter in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed and possession of the completed flat/shop therein are made over to the respective Allottees.
- IV. "**Project Land**" shall mean the land more particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- V. "**Building**" shall mean the new buildings/Towers and/or other structures constructed or proposed to be constructed by the Promoter in accordance with the Sanctioned Plan and includes such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter in the said Project Land from time to time.
- VI. "**Sanctioned Plans**" shall mean the plan sanctioned by the the Howrah Zila Parishad bearing Memo No.Memo No.94/032/HZP/EP dated 24.05.2018 & 225/032/HZP/EP Dated 07.11.2019and for construction of the Buildings on

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the Project Land and shall include its modification, if any and any other plan/s sanctioned by any other department/s authorised to do so.

- VII. **"Flat/Shop"** whether called a dwelling unit or flat or premises or suit or tenement or unit or apartment or shop or by any other name, means a separate and self-contained part of the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, used or intended to be used for any residential/Commercial purpose as stipulated.
- VIII. **"Allottee"** means the person to whom a flat/shop in the Project has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such flat/shop is given on rent. It would however include the Promoter for those units and other constructed spaces not alienated by it and/or reserved and/or retained by it for its own exclusive use.
- IX. **"Association"** shall mean an association of all the allottees of the Project (including the Promoter for such Units not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972.
- X. **"Built-Up Area"** and/or **"Covered Area"** in relation to an flat/shop shall mean the floor area of that flat/shop including the area of balconies/verandahs/terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein. Provided that if any wall, column or pillar be common between two units, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such unit.
- XI. **"Carpet Area"** shall mean the net usable floor area of a flat/shop, excluding the area covered by the external walls, areas under services shafts (if any), exclusive balcony or verandah areas, but includes the area covered by the internal partition walls of the flat/shop.
- XII. **"Common Areas and Installations"** shall mean and include lobbies, staircases, passageways, Lifts, Lift-shafts, pump rooms, machine room, water tank, and other facilities whatsoever required for maintenance and/or management of the building to be determined by the promotor in its absolute discretion at the time of making over of the possession of the said Flat/shop (more fully and particularly described in the **THIRD SCHEDULE** hereunder written) **BUT** shall not include the parking spaces and other open and covered

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spaces in the said Premises which the Promoter may from time to time express or intend not to be so included in the common areas and installations.

- XIII. **"Common Purposes"** shall include the purposes of managing and maintaining and upkeeping the Project and the Building, and in particular the Common Areas/parts, rendition of services in common to the Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest/rights and obligations of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective flat/shop exclusively and the Common Areas in common.
- XIV. **"Common Expenses"** shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Common Areas including the Project and the Project Land, and also the expenses for Common Purposes/Services of the Allottees and shall be payable proportionately by the Allottee periodically as part of maintenance charges.
- XV. **"Proportionate or Proportionately"** according to the subject or context shall mean wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee's respective flat/shop, which will also include proportionate area of the total common area.
- XVI. **"Said flat/shop"** shall mean the Said flat/shop, the said Garage, (if any), Said Undivided Share and the right of common use of the Common Areas, Amenities and Facilities more particularly mentioned and described in **SECOND SCHEDULE** hereunder written.
- XVII. **"Said Sale Agreement/Agreement to sell"** shall mean the Agreement dated ..... made between the Owner, Promoter and the Allottee herein, whereby the Promoter agreed to sell and the Allottee agreed to purchase the Said Unit at and for the consideration and on the terms and conditions, therein contained.
- XVIII. **"Said Undivided Share"** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Project Land and the Common Areas attributable to the Said flat/shop.
- XIX. **"Masculine"** gender shall include the **"Feminine"** and **"Neuter"** genders and vice versa.
- XX. **"Singular"** number shall include the **"Plural"** and vice versa.

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## **BACKGROUND:**

- A. "Tatanagar Foundry Company Ltd." purchased 23 decimals of Sali land under R.S Dag No. 5454 under R.S Khatian No. 5511 within the Mouja and P.S Bally in the District of Howrah by virtue of a deed of Sale dated 24.06.1958 being No. 2440 for the year 1958 & deed of Sale dated 14.06.1958 being No. 2265 for the year 1958 which was registered before the District Sub Registrar at Howrah.
- B.
- C. That by virtue of aforesaid Deed of Sale "Tatanagar Foundry Company Ltd." became the absolute owner of ALL THAT piece and parcel of a Commercial Land measuring about 23 Decimals comprised in R.S Dag No. 5454 under R.S Khatian No. 5511 within the Mouja Bally, Police Station Bally now Nischinda in the District of Howrah which is more fully described in the Schedule below.
- D. On 21<sup>st</sup> day of March, 2016, The office of the Registrar, Ministry of Corporate Affairs, Kolkata gave in-principle approval to M/s. Tatanagar Foundry Company Limited to convert itself into Tatanagar Foundry Company LLP and on 18<sup>th</sup> day of April, 2016 issued certificate of Registration on Conversion with LLP Identification No.AAG 1969.
- E. Thereafter "Tatanagar Foundry Company LLP" converted the R.S Dag No. 5454 within the Mouja Bally, Police Station Bally now Nischinda in the District of Howrah from Sali to commercial land by order of D.L. & L.R.O AND A.D.M, Howrah vide Memo No. CONV-123-126 -BJ/16/564/LR DATED 21/02/2017
- F. A Plan has been sanctioned for Dag No.5454 under R.S.Khatian No.5511 by the Howrah Zila Parishad bearing Memo No.94/032/HZP/EP dated 24.05.2018 & 225/032/HZP/EP Dated 07.11.2019 whereby the owner has become entitled to construct, erect and complete a new building and/or buildings on the entirety of the said property in accordance with the said plan as may be modified and/or altered from time to time.
- G. Thereafter the said Tatanagar Foundry Company LLP changed its name to "BELUR PROJECTS LLP" by resolution dated 28<sup>th</sup> November 2018.
- H. Thus "BELUR PROJECTS LLP" came to be the absolute and lawful owner of all that piece and parcel of a Commercial Land measuring about 23 Decimals comprised in R.S Dag No. 5454 under R.S Khatian No. 5511 within the Mouja Bally, Police Station Bally now Nischinda in the District of Howrah.
- I. Thereafter the Vendor and the Promoter entered into a development agreement dated 31-12-2018 registered as deed no. I-0513-00229/2019 at the office of DSR-II, Howrah, whereby the Promoter is entitled to 55% (Fifty

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Five percent) of the Constructed Area in the multi-Storied Building being constructed on the "Said Land" together with the proportionate share in the common facilities and amenities and the Vendor is entitled to remaining 45% (Fourty Five percent) of the Constructed Area in the multi- Storied Building being constructed on the "Said Land" together with the proportionate share in the common facilities and amenities.

- J. Thereafter the Owner/Vendor also executed a Development Power of Attorney dated 31-12-2018 registered as deed no. I-0513-00243/2019 at the office of DSR-II, Howrah in favour of the Promoter.
- K. The Owner/Vendor and Promoter/Developer/Confirming Party is fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Vendor/Promoter regarding the Said Land on which Project is to be constructed have been completed.
- L. The Promoter has registered the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 on \_\_\_\_\_ under registration no. \_\_\_\_\_; The Promoter constructed the Said Building in accordance with the Sanction Plan with all its modifications, if any, in strict compliance with Section 14 of the Act and other laws as applicable and \_\_\_\_\_ completion certificate \_\_\_\_\_ dated \_\_\_\_\_ has been issued.
- M. The Allottee/Purchaser had applied for allotment of a flat/shop in the said project and in furtherance thereof has been allotted flat/shop number \_\_\_\_\_ situated on the \_\_\_\_\_ floor of "AMRIT TOWER-2" vide allotment letter dated \_\_\_\_\_, herein after referred to as the said flat/shop.
- N. Subsequently an Agreement for Sale was executed by and between the Parties on the \_\_\_\_\_ day of \_\_\_\_\_ and registered on \_\_\_\_\_ at \_\_\_\_\_ detailing the terms and condition of the Sale of the flat/shop for such consideration amount as mentioned therein.
- O. The construction of the said flat/shop is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on \_\_\_\_\_.
- P. The Promoter has duly complied with its obligations contained in the said Agreement for Sale and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.

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Q. The Allottee has now requested the Vendor/Promoter to convey the said flat/shop in favour of the Allottee. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:

- (i) The rights title and interest of the Vendor/Promoter to the said Premises;
- (ii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
- (iii) The workmanship and quality of construction of the said flat/shop and the Project, including the structural stability of the same.
- (iv) The total area comprised in the said flat/shop.
- (v) The Completion Certificate.
- (vi) The terms, conditions, restrictions and obligations and the scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Agreement for Sale.

## **1. NOW THIS INDENTURE WITNESSETH THAT**

In pursuance of the Agreement for Sale in favour of the Allottee **AND** in consideration of the sum of Rs. .... /- (Rupees ..... only) by the Allottee to the Promoter paid before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Said flat/shop being hereby conveyed), the Promoter doth hereby grant convey sell transfer release assign and assure unto and in favour of the Allottee **ALL THAT** the Said flat/shop, more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** the right to use and enjoy the Common Areas, Amenities and Facilities in common with the other allottees of the Project **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said flat/shop **AND** all the estate right title interest property claim and demand whatsoever of the Promoter into or upon the Said flat/shop **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said flat/shop **TO HAVE AND TO HOLD** the Said flat/shop 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 flat/shop wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written

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proportionately, and all other outgoings in connection with the Said flat/shop wholly and the Project and in particular the Common Areas proportionately.

**2. THE OWNERS AND THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

i) The right, title and interest which the Owners and the Promoter doth hereby profess to transfer subsists and that the Owners and the Promoter 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 flat/shop 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 flat/shop 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 Owner or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

iii) The Promoter for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Project and the Common Areas to the Association by the Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said flat/shop hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.

iv) The Promoter for the time being, and the Association, upon the Promoter handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Project and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

**III. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE PROMOTER** as follows:

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1. The Allottee agrees and binds himself that the Allottee shall and will at all times hereafter and during the period of his ownership of the Said flat/shop abide by and observe the covenants hereunder written and also those as contained in the Said Agreement for sale.

2. The Allottee has also examined and satisfied himself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the Project and fire safety under the West Bengal Fire Service Act, 1950 and rules made thereunder and also acquainted himself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

3. As from the date hereof, the Allottee binds himself to regularly and punctually pay the following amounts and outgoings:

i. Municipal/Zila Parishad/Gram Panchayat/Development Authority and/or other rates and taxes, surcharge and water tax, if any and as assessed on the Said flat/shop, directly to the competent authority **Provided That** so long as the Said flat/shop is not separately assessed for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance Agency proportionate share of all such rates and taxes assessed on the Project, as the case may be.

ii. All other impositions, levies, cess, taxes and outgoings (including Multi storeyed Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said flat/shop or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said flat/shop and proportionately in case the same relates to the Project, as the case may be.

iii. Electricity charges for electricity consumed in or relating to the Said flat/shop directly to electricity supplying body or the Maintenance Agency, as the case may be.

iv. Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said flat/shop and demanded from time to time by the Promoter or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses

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shall however be subject to revision from time to time as be deemed fit and proper by the Promoter, or the Association upon its formation, after taking into account the common services provided at the Project.

3.1 All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Promoter or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Promoter or its nominee leaving its bill for or demanding the same at the above address of the Allottee and the Allottee shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.

In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Allottee to the Promoter or the Association upon its formation, interest shall be payable by the Allottee at the agreed rate of \_\_\_% (\_\_\_\_) percent per annum from the due date till the date of payment.

3.2 The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the Said flat/shop shall be done by the Promoter and the Association upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.

4. The Allottee shall, in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the Said flat/shop from the competent authority or other local body and the Promoter shall sign necessary papers and declarations as may be required. In case the Allottee fails to have such separation effected, then the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Allottee.

5. The Allottee shall permit the Promoter and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said flat/shop and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water

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pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said flat/shop and the Allottee shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Promoter or the Association.

6. From the date of execution hereof and till the continuance of its ownership of the Said flat/shop, the Allottee shall:

- i. use the Said flat/shop only for the lawful purposes in a decent and respectable manner and for no other purposes;
- ii. not use the roof of the Building for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees;
- iii. use the Common Areas in common with the other allottees only to the extent required for ingress and to egress from the Said flat/shop of men materials and utilities and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.

7. The Allottee shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees and/or the Promoter, as the case may be.

8. The Allottee shall not make any additions or alterations to the Said flat/shop (including internal partition walls, etc.) nor to the Building nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the Said flat/shop or the Project and also not to decorate or paint or clad the exterior of the Said flat/shop otherwise than in the manner as be agreed to by the Promoter or the Association in writing.

The Allottee shall not do anything which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the Said flat/shop or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use.

9. The Allottee shall abide by, observe and perform all rules regulations from time to time and at all times during his period of ownership of the Said flat/shop made in force by the Promoter or the Association (including those contained in the Said Sale Agreement and in these presents) or the appropriate authorities for the user

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and management of the Project and every part thereof and in particular the Common Areas.

10. The Allottee shall sign and deliver to the Promoter all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the Said flat/shop from the service provider in the name of the Allottee and until the same is obtained, the Promotor/Owner may provide or cause to be provided reasonable quantum of electricity to be drawn by the Allottee at his cost upon installation of electricity sub-meter in or for the Said flat/shop and the Allottee shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Promoter.

11. The Allottee shall not claim any right over and/or in respect of any open land at the Project or in any other open or covered areas of the Buildings and the Project reserved or intended to be reserved by the Promoter and/or the Promoter for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Promoter thereat or on any part thereof.

12. In case of there being a failure, refusal, neglect, breach or default on the part of the Allottee to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said flat/shop continuing for more than 2 months, then the Promoter and/or the Association upon its formation shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Allottee does not comply with the said notice to the satisfaction of the Promoter and the Association, as the case may be, then the Promoter and/or the Association, as the case may be, and the Allottee shall in addition be liable to pay to the Promoter and/or the Association, compensation and/or damages that may be quantified by the Promoter / Association.

**IV. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO** as follows:

a) The properties benefits and rights hereby conveyed unto and in favour of the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division or partition in the Project Land towards its Said Undivided Share appurtenant to the Said flat/shop. It is further agreed and clarified that any transfer of the Said flat/shop by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Allottee shall be bound to abide by the

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rules and regulations framed for the Building and become a member of the Association.

b) All the units and other constructed areas as well as the other open and covered spaces in the Building or the Project Land, as the case may be, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter, and the Allottee shall not claim any right or share therein.

c) After the allotment and transfer of all the flat/shop(s) in the Building, the Association of the allottees shall be formed and the Allottee shall become a member thereof, each allottee having voting rights therein in accordance with the Act and the Rules. The Allottee shall, alongwith the other allottees, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes in accordance with the terms already agreed under the Said Sale Agreement.

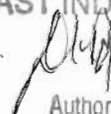
d) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes or until the expiry of three months of a notice in writing given by the Promoter to the Allottee and the other allottees to take charge of the acts relating to the Common Purposes whichever be earlier, the Promoter or its nominees shall manage and maintain the Project and in particular the Common Areas and look after the Common Purposes **subject however** to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.

e) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association or the other allottees. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association and/or all the other allottees.

f) 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 amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-

(i) claim interest at the rate per annum as prescribed under HIRA Rules on all the outstanding amounts.

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(ii) to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said flat/shop.

(iii) withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.

g) The bills for maintenance charges / Common Expenses, electricity charges, etc. payable by the Allottee to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the Said flat/shop or in the letter box in the ground floor of the Buildings and earmarked for the Said flat/shop.

h) The Project shall together at all times as a housing complex bear the name "**AMRIT TOWER-2**" or such other name as be decided by the Promoter from time to time and none else.

## **V. DEFECT LIABILITY**

a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (Five) years by the Allottee from the date of obtaining Completion Certificate, it shall be the duty of the Promoter to rectify such defects as provided under applicable laws for the time being in force.

b) However, it is clarified that the Defect Liability of the Promoter under the applicable statute for the time being in force shall not cover defects, damage or malfunction resulting from the following events:

(i) where the manufacturer warranty as shown by the Promoter to the Allottee ends before the Defect Liability period and such warranties are covered under the maintenance of the said flat/shop and if the annual maintenance contracts are not done/renewed by the Allottee;

(ii) regular wear and tear of the flat/shop excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and bad workmanship or structural defect;

(iii) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the flat/shop, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

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(iv) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

(v) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

(vi) If the Purchaser after taking actual physical possession of the flat/shop, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the flat/shop by making any changes in the flat/shop, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

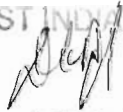
(viii) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which same is required to be maintained.

(ix) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the flat/shop going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

(x) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

c) It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to mutually appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the flat/shop and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Deed.

d) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the flat/shop, alters the state and

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condition of the area of the purported defect, then the Promoter shall be relieved of its obligations.

**THE FIRST SCHEDULE ABOVE REFERRED TO :  
(The Said Premises/Project Land)**

ALL THAT piece and parcel of

and butted and bounded as follows:

ON THE NORTH :  
ON THE SOUTH :  
ON THE EAST :  
ON THE WEST :

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**THE SECOND SCHEDULE ABOVE REFERRED TO :  
(THE SAID flat/shop )**

**ALL THAT** the flat/shop being Flat/shop No. \_\_\_ having Carpet Area of \_\_\_ square feet, on the \_\_\_ floor in the Complex named \_\_\_\_\_ at Howrah, within \_\_\_\_\_, under Police Station : \_\_\_\_\_, TOGETHER WITH the proportionate undivided indivisible impartible share or interest in the land comprised beneath the building thereat and appurtenant thereto.

**ANNEXURE –A  
MAP OF THE FLAT/SHOP**

**SPECIFICATIONS OF THE FLAT/SHOP**

- a) Super Structure :** RCC Frame Structure with monolithic concrete.
- b) Lobby :** Marble / Granite
- c) Sanitary Ware :** Chromium Plated Fittings White Color Good Quality Porcelain Fixtures
- d) Kitchen:**  
Floor : Anti Skid Ceramic Tiles

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Counter Top : Marble / Granite with Steel Sink  
Dado : Ceramic Tiles Up to 2 feet from counter top.

**e) Toilets:**

Floor : Anti Skid Ceramic Tiles  
Dado : Ceramic Tiles up to door height

**f) Windows :**

Anodized Aluminum Frame with Fully Glazed Shutters.

**g) Doors :**

Main Door: Solid Flush Door.  
Internal Door : Painted Flush Door.

**h) Electricals :**

Concealed Copper Wiring, Modular Switches, MCB, TV Socket in Living Room,  
AC point in Master Bedroom, Gezer point, light and fan points.

Power back up (at Extra Cost) :

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(1) 2 BHK - 1KW (2) 3BHK – 1.5 KW (3) 4BHK – 2KW

**i) Exterior Wall :**

Weather Proof Exterior Finish Paint.

**j) Interior Wall :**

Wall Putty

**k) Flooring (Living, Dining and all Bedrooms) :**

Vitrified Tiles and Laminated flooring in Master Bedroom Only.

**l) Lift :**

Automatic Lift of Otis, Kone or similar make.

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**THE THIRD SCHEDULE ABOVE REFERRED TO:  
COMMON AREAS, AMENITIES AND FACILITIES**

Description and details of the common areas and facilities:

**1. AREAS:**

- A) Entrance and exits to the Premises and the Building.
- B) Common Toilet(s)/ Urinals, security enclosures, community hall, pantry on ground floor etc.
- C) Boundary walls and main gate of the Premises.
- D) Staircases and lobbies on all the floors including Ground floor.
- E) Entrance lobby, driveways except Car Parking Space, electric/ utility rooms/, generator room(s), pumps/ motors room/space.
- F) Lift wall/ well, landings, chute, lift machinery rooms, staircases etc.
- G) Fire Fighting system Installations e.g. Jockey pump, Fire pump.
- H) Overhead tank/ Underground Reservoir.

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I) The Open roof on the top floor of the building except as mentioned in the above said Agreement to Sale.

**2. WATER, PLUMBING AND DRAINAGE:**

A) Drainage and sewage lines and other installations for the same (except only those as are installed within the exclusive area of any flat/shop and/or exclusively for its use).

B) Water supply systems.

C) Water pumps and motors, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any flat/shop and/or exclusively for its use)

**3. ELECTRICAL INSTALLATIONS:**

A) Switch gears, Air Circuit Breaker, Electrical wiring, CESC meters, Sub-meters and other fittings (excluding only those as are installed within the exclusive area of any flat/shop and/or exclusively for its use).

B) Lighting of the Common Portions, boundary wall, Garage/Parking Area, Terrace community hall & pantry urinals, security /pump room on ground floor.


C) All lifts, Escalators along with all accessories and installations.

D) Generator, its installation and allied accessories.

**4. FIRE FIGHTING SYSTEMS & INSTALLATIONS**(Except those as one installed within the Exclusive area of any flat/shop and/or exclusively for its use).

**5. OTHERS:**

Such other common parts, areas equipments, installations fittings, fixtures and spaces in or about the Premises and the Buildings as are necessary for passage to and/or user of the flat/shop/s in common by the Co-Owners.

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

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the flat-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the flat-owners in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the flat-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised In the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Club or the air-conditioned hall etc.) and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.

3. **STAFF :** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker,

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plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.

4. **TAXES :** Corporation and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any flat/shop).

5. **INSURANCE :** Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.

7. **COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by Owner or Owners Association on its formation.

8. **AMC:** AMC cost of all installations of the faculties/amenities installed in common areas or within the said Premises including Lift, Generator, Fire Fighting System, CCTV, Intercom, etc.

9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.

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**RECEIPT AND MEMO OF CONSIDERATION :**

**RECEIVED** from the within mentioned **Allottee / Purchaser** a sum of Rs. \_\_\_\_\_ /- (Rs. \_\_\_\_\_ ) only towards full and final payment of the consideration for Sale of the Property Appurtenances thereto above, as per memo below:

**SL. NO. Date Cheque issued Cheque No. Bank Name Amount (In Rs.)**

Signature of Vendor/Promoter

**Witnesses:**

1.

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**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this deed of conveyance at \_\_\_\_\_(city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Please affix  
Photograph and  
sign across the  
photograph

**ALLOTTEE(S): (including joint buyers)**

(1) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_

Please affix  
Photograph and  
sign across the  
photograph

(2) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_

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Address : \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**OWNER/VENDOR**

Please affix  
Photograph and  
sign across the  
photograph

(1) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_

**PROMOTER/DEVELOPER/CONFIRMING PARTY**

Please affix  
Photograph and  
sign across the  
photograph

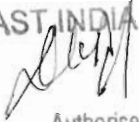
(2) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of

WITNESSES:

1) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_

(2) Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_

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