

## CONVEYANCE

1. **Date** :

2. **Nature of document** : Deed of Conveyance

3. **Parties** :

3.1 **Owner:**

**PAHARI PROJECTS PRIVATE LIMITED** (CIN No. \_\_\_\_\_), a company within the meaning of the Companies Act, 2013 having its registered office at 32, Armenian Street, Police Station Burrabazar, Post Office \_\_\_\_\_, Kolkata 700 001 and Income Tax Permanent Account No. AABCP6984E, represented by its Director \_\_\_\_\_, son of \_\_\_\_\_, by religion \_\_\_\_\_, by occupation \_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata – 700 \_\_\_\_ authorized vide resolution dated \_\_\_\_\_ of the **FIRST PART**,

3.2 **Promoter**

**SUPERDIAMOND VATIKA LLP** (LLP IN \_\_\_\_\_), a limited liability partnership formed and incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Alom House, 2<sup>nd</sup> Floor, 7B, Pretoria Street, Police Station Shakespeare Sarani, Kolkata 700 071 and Income Tax Permanent Account No. ACIFS8424Q, represented by its Designated Partner \_\_\_\_\_, son of \_\_\_\_\_, by religion \_\_\_\_\_, by occupation \_\_\_\_\_, Citizen of India, residing at \_\_\_\_\_, Police Station \_\_\_\_\_, Post Office \_\_\_\_\_, Kolkata – 700 \_\_\_\_ authorized vide resolution dated \_\_\_\_\_ of the **SECOND PART, and**

3.3 **Purchaser:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ of the **THIRD PART**.

3.4 The terms “Owner” and “Promoter” shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns. The term “**Vendors**” shall mean jointly the Owner and the Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue.

3.5 The term “**Purchaser**” shall mean and include:

- (a) If he/she be an individual, then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.
- (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- (c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.
- (d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- (e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.

#### **4. Definitions:**

The following terms and expressions shall in this Deed have the respective meanings assigned to them hereinbelow, unless the same be contrary to or repugnant to the subject or context:

- 4.1 **“Agreed Consideration/Total Price”** shall mean the consideration mentioned in **Schedule F** that has been paid by the Purchaser for acquiring the said Apartment Unit;
- 4.2 **“Agreement”** shall mean the Agreement for Sale dated \_\_\_\_\_ entered into between the Parties which includes the general terms and conditions of allotment of the said Apartment Unit for purchase by the Purchaser.
- 4.3 **“Apartment”** shall mean any residential apartment and/or any other covered space together with a servant quarter, if any, appurtenant thereto in the Building which is capable of being exclusively owned, used and/or enjoyed;
- 4.4 **“Apartment Owners”** shall, according to the context, mean all purchasers and/or intending purchasers of different Apartment Units in the Building including the Purchaser herein as also the Vendors in respect of such Apartment Units which are not transferred or alienated and/or not agreed to be transferred or alienated for the time being by the Vendors;
- 4.5 **“Apartment Unit”** shall mean any apartment and/or other covered space (including the servant quarter, if any, appurtenant thereto in the Building which is capable of being exclusively owned, used and enjoyed by any Apartment Owner, the right, if any, to park car in a Parking Space, the undivided, impartible, variable, proportionate share or interest in the Common Areas with

right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Apartment;

- 4.6 “**Architects**” shall mean Mr J P Agrawal of Agrawal & Agrawal who have been appointed as the architects for the Project by the Promoter;
- 4.7 “**Association**” shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the representatives of all the buyers of Apartment Units and which shall be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
- 4.8 “**Building**” shall mean the new Building and/or structures that have been constructed on the Premises by the Promoter in terms of the Plans in pursuance of the Development Agreement and meant for residential purpose and use and the other constructions and structures that may be constructed on the Premises by the Promoter from time to time;
- 4.9 “**Built-Up Area**” in relation to an Apartment shall mean the plinth area of that Apartment (including the area of balconies, if any, appurtenant thereto and the area of the servant quarter, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Apartments then 1/2 (one-half) of the area under such wall, column or pillar shall be included in each Apartment;
- 4.10 “**Carpet Area**” shall have the meaning as ascribed to it under the West Bengal Housing Industry Regulation Act, 2017;
- 4.11 “**Car Parking Spaces**” shall mean the spaces in the (i) ground floor of the Building, (ii) open space surrounding or adjacent to the Building; and (iii) Mechanical Car Parking System (which term shall mean and include Dependent or Stack Car Parking System as also all equipments, appliances, accessories thereof and the electricity and other connections thereto) designated for parking of cars by the Promoter;
- 4.12 “**Common Areas**” shall mean the common areas, facilities and installations in the Building and the Premises mentioned in **Schedule C** which shall be used and enjoyed in common by the Apartment Owners of the Apartments save and except the Mechanical Car Parking System;
- 4.13 “**Common Expenses**” shall include all costs and expenses for the management, maintenance and upkeep of the Project including the Building, the Mechanical Car Parking System, if any, the Common Areas therein and the Premises and the expenses for Common Purposes as mentioned in **Part III of Schedule E**;

- 4.14 **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Building, the Mechanical Car Parking System and in particular the Common Areas, rendition of services in common to the Apartment Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Apartment Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartment Units exclusively and the Common Areas in common;
- 4.15 **“Common Roof Area”** shall mean the entire area of the roof over the ultimate top floor of the Building along with the Lift Machine Room and the water tank thereon, which shall form part of the Common Areas;
- 4.16 **“Corporation”** shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend and/or revise the Plans;
- 4.17 **“Date of Possession”** shall mean the date on which the Purchaser was handed over possession of the said Apartment;
- 4.18 **“Development Agreement”** shall mean the Development Agreement dated 13<sup>th</sup> September, 2013 and registered at the office of Additional Registrar of Assurance-I, Kolkata in Book No. I, CD Volume No. 17, Pages 5176 to 5202, Being No. 8982 for the year 2013 executed between the Owner and the Promoter regarding development and construction in respect of the Premises and shall also include all other agreements and documents that have been and/or may be executed from time to time between the Owner and the Promoter relating to development of the Premises and shall also include all modifications, alterations and changes that have been and/or may be made therein from time to time as also all documents executed pursuant thereto;
- 4.19 **“Maintenance Agency”** shall mean the Promoter itself or any agency appointed by the Promoter for maintenance and shall ultimately mean the Association after the maintenance of the Building and the Common Areas is handed over to the Association;
- 4.20 **“Maintenance Charges”** shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;
- 4.21 **“Plan/Plans”** shall mean the plans of the Building being Building Permit No. 2015090038 dated 7<sup>th</sup> October, 2015 for residential purposes which have been sanctioned and approved by the Corporation and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations/modifications/alterations therein that may be made by the Promoter, if any, as well as all revisions, renewals and vertical extensions as well as extensions of validity and time of the aforesaid Plans, if any;

- 4.22 “**Premises**” shall mean the piece or parcel of land measuring about 16 cottahs and 25 square feet be the same a little more or less together with building and structures constructed thereon and lying, situate at and being amalgamated premises no. 46A, Alipore Road, Kolkata 700027 under Police Station Alipore within the limits of the Corporation and morefully described in **Schedule B** hereto and the same shall also include, wherever the context permits, the Building and Common Areas that have been constructed thereon;
- 4.23 “**Project**” shall mean the work of development of the Premises by the Promoter, construction and completion of the Building, marketing and sale of the Apartment Units and other rights, handing over of possession of the completed Apartment Units to the Apartment Owners and execution and registration of the Deeds of Conveyance in favour of the Apartment Owners;
- 4.24 “**Proportionate**” with all its cognate variations shall mean such ratio as the Carpet Area of any Apartment or Apartments be in relation to the Carpet Area of all the Apartments in the Project;
- 4.25 “**Said Apartment**” shall mean the Apartment together with servant quarter, if any, appurtenant thereto described in **Schedule G** hereto;
- 4.26 “**Said Apartment Unit**” shall mean the said Apartment, the said Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- 4.27 “**Said Land**” shall mean the land measuring about 16 cottahs and 25 square feet be the same a little more or less comprised in the Premises and morefully described in **Schedule B**;
- 4.28 “**Said Parking Space**” shall mean the right to park car(s), if any, appurtenant to the said Apartment described in **Part-II of Schedule G** hereto;
- 4.29 “**Said Undivided Share**” shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the said Land comprised in the Premises which is attributable to the said Apartment;
- 4.30 “**Sinking Fund**” shall mean the fund comprising of the amounts paid / deposited and/or contributed by each Apartment Owner, including the Purchaser herein, towards sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- 4.31 “**Super Built-Up Area**” in relation to an Apartment shall mean the built up area of that Apartment together with the proportionate share in the Common Areas attributable to that Apartment and such super built-up area shall be applicable

for the purpose of calculation of the liabilities of the Purchaser including for maintenance charges, Sinking Fund, security deposits, etc.;

- 4.32 **“Undivided Share”** in relation to an Apartment shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the land comprised in the Premises which is attributable to the concerned Apartment;
- 4.33 **“Masculine Gender”** used in this Deed of Conveyance shall include the feminine and neuter gender and vice versa and **Singular Number** shall include the plural and vice versa.

**5. Subject Matter of Sale:**

Sale on ownership basis of the said Apartment Unit (described in **Schedule-G**) in the Project named **“12 Diamonds”** at the Premises described in **Schedule-B (Premises)** subject to the mutual easements and restrictions mentioned in this Deed including those contained in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including those contained in **Clause 7.1, Clause 7.3** and **Schedule-E**.

**6. Background:**

- 6.1 The Owner is the absolute and lawful owner of the said Land described in **Schedule B**. The title of the Owner relating to the said Land is recited in **Schedule A** hereto and the same have been independently verified by the Purchaser to his satisfaction.
- 6.2 The Owner has entered into the Development Agreement with the Promoter for the development of the said Land.
- 6.3 The Promoter has got the Plans sanctioned by the Corporation and has constructed and completed the Building at the Premises and pursuant to the same Completion/Occupancy Certificate dated \_\_\_\_\_ has been issued by the Corporation. The Promoter has registered the Project under the West Bengal Housing Industry Regulation Act, 2017 (**“Act”**) with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- 6.4 By and under the Agreement, it was agreed that the said Apartment Unit would be sold, conveyed and transferred by the Vendors to the Purchaser at and for the Agreed Consideration/ Total Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on the terms and conditions contained therein. In the Agreement the area of the said Apartment was mentioned as Carpet Area of \_\_\_\_\_ square feet and Built-up area of \_\_\_\_\_ square feet and corresponding Super Built-

up area of \_\_\_\_\_ square feet was mutually agreed and accepted by the parties. Upon construction, the said Apartment contains Carpet Area of \_\_\_\_\_ square feet and Built-up area of \_\_\_\_\_ square feet corresponding to Super Built-up area of \_\_\_\_\_ square feet that has been mutually agreed and accepted by the parties. Accordingly, the consideration of Rs. \_\_\_\_\_/- mentioned in the Agreement has been proportionately increased to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) due to the increase in Carpet Area and Built-up area. Accordingly, the said Apartment Unit is more fully and particularly mentioned and described in **Schedule G** hereto with the aforesaid change of final increased measurement.

- 6.5 The Purchaser confirms that after being independently satisfied about the ownership and title of the Premises and the documents relating thereto, the Plans sanctioned by the Corporation and the necessary approvals and permissions including the Completion/Occupancy Certificate dated \_\_\_\_\_, the right, title, interest and entitlement of the Vendors in respect of the Premises, the respective rights, interest and entitlements of the Owner and the Promoter under the Development Agreement and the actual constructions (including the quality and specifications in respect of the Building at the Premises and the said Apartment, the Carpet Area, Built-up Area and the Super Built-up Area of the said Apartment Unit and workmanship, quality of materials used, structural stability and construction of the Building, the Common Areas and the said Apartment), the Purchaser has taken possession of the said Apartment Unit. The Purchaser undertakes and covenants not to raise henceforth any objection or claim of any nature, whatsoever or howsoever or to make any requisition regarding any of the above matters/issues and also waives and disclaims his right, if any, to do so. The Purchaser declares and confirms that the construction of the Building including the said Apartment Unit and the Common Areas is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to have been condoned and that the Vendors have complied with all their obligations and that the Purchaser has no complaint or claim whatsoever against the Vendors or any of them on any account whatsoever and the Purchaser also waives and disclaims his right, if any, in this regard.

**7. Now this Indenture witnesses :**

- 7.1 **Transfer:** The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions contained in this Deed including those mentioned below.

- 7.1.1 In consideration of the Purchaser having paid the Agreed Consideration/ Total Price mentioned in **Schedule-F**, the Vendors do hereby sell convey and/or transfer to the Purchaser the following :
- (a) The Apartment described in **Part-I** of **Schedule-G** (**said Apartment**).
  - (b) Right to park car(s) in the said Parking Space, if any, described in **Part-II** of **Schedule-G** (**said Parking Space**).
  - (c) Proportionate, variable, undivided and impartible share in the Common Areas described in **Schedule-C** hereto with right to use and enjoy the same in common, subject to the rights and entitlements of common ownership, use and enjoyment of the Apartment Owners and/or occupiers of other portions of the Building in respect of the same.
  - (d) Said Undivided Share.
- 7.1.2 The term '**the said Apartment Unit**' wherever used in this Deed shall include all the properties and rights mentioned in **Clause 7.1.1** hereinbefore which are being hereby sold and/or granted, unless the same be contrary to the context, and it is expressly made clear that the same constitute one residential unit.
- 7.1.3 Neither any of the following is intended to be transferred nor any of them shall be transferred in favour of the Purchaser and the Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect of the following:
- a) Open and covered spaces in the Building and the Premises not included in the Common Areas mentioned in **Schedule-C** hereto;
  - b) Other Apartment, Apartment Units and Parking Spaces in the Building (except the right to park car(s) in the said Parking Space) and/or the Premises;
  - c) Right of further construction on any part of the open land/space comprised in the Premises or raising of any additional floor / storey / construction over the Common Roof of the Building.
- 7.1.4 In respect of the Apartment Units, other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Vendors shall be entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and



proper by the Vendors in their absolute discretion, without any reference to or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes and covenants not to raise for any reason any claim or objection and/or create or cause to be created, directly or indirectly, any obstruction or hindrance whatsoever regarding the same. The Purchaser has irrevocably and unconditionally agreed and undertaken not to have or be entitled to nor to claim any right, title, interest in the other Apartment Units at the Premises and/or the properties and rights which are not intended to be transferred to the Purchaser as aforesaid and also hereby disclaims, relinquishes, releases and/or waives in favour of the Vendors and/or the other Apartment Owners, as the case may be, all right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, into or upon the other parts and portions of the Building and the Premises excepting those which are being expressly agreed to be transferred in favour of the Purchaser by this Deed of Conveyance.

- 7.1.5 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors are retaining rights in the Premises and the Building and accordingly the Vendors and/or their transferees shall continue to be entitled to use and utilize the Common Areas mentioned in **Schedule-C** hereto.
- 7.1.6 The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Promoter from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding there being variations.
- 7.1.7 The right of the Purchaser regarding the Undivided Share shall be variable depending on further / additional vertical and/or horizontal or other constructions, if any, made by the Vendors from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Agreed Consideration/ Total Price and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration/ Total Price paid by the Purchaser on the ground of or by reason of any variation of the Undivided Share.
- 7.1.8 The Purchaser has irrevocably consented and/or hereby irrevocably consents that the Vendors shall be entitled to all future vertical and horizontal exploitation of the Building and/or the Premises by way of additional / further construction in the Premises including by raising of any additional floor/storey/construction over the Common Roof Area of the Building and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises from time to time and shall at their absolute discretion be entitled to make from

time to time additions or alterations to or in the Building and/or the Common Areas and such future additional/further constructions/exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Vendors are entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Purchaser shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any the above and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of the same. The Purchaser also admits and accepts that the Vendors and/or their employees and/or agents and/or contractors of the Vendors shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or any portion thereof including further constructions, additions and/or alterations and/or in the transfer, sale or disposal of any Apartment or portion of the Project, then in that event the Purchaser shall also be liable to pay to the Vendors compensation and/or damages that may be quantified by the Vendors. The Vendors shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendors have an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same. It is clarified that in case of additional construction on the Common Roof Area, then the ultimate roof over such additional construction as also the lift machine room and the water tank over the ultimate roof shall become the Common Roof Area. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule C shall not be reduced to the detriment of the Purchaser.

- 7.1.9 The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the Common Roof Area of the Building and/or other areas and walls of the Building and/or the Premises by putting up hoardings, display signs, neon signs, LED signage, lighted displays, etc. without being required to pay any charges for the same, other than payment of electricity consumed on actuals, and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

- 7.1.10 The Promoter may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Roof Area and the Common Areas of the Building and no one including the Apartment Owners and the Association shall be entitled to object to or hinder the same in any manner whatsoever. All consideration, revenues, security deposits, recurring charges, etc. for the same shall belong exclusively to the Promoter. If any refundable deposit is received from such outside/third parties, then the same shall be made over by the Promoter to the Association at the time of handing over of maintenance. Further, the recurring monthly consideration/charges, if any, shall be receivable by the Association after handing over of maintenance by the Promoter.
- 7.1.11 The Purchaser shall use and enjoy the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Apartment Owner and/or the Vendors.
- 7.1.12 The Common Roof Area includes the areas of the lift Machine Room and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift well, water tank and staircase.
- 7.1.13 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Vendors and the Vendors shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate the consideration for the same.
- 7.1.14 Non-enforcement of any right by the Vendors or any indulgence granted by the Vendors to the Purchaser or any other Apartment Owner shall not amount to any waiver of any of the rights of the Vendors.
- 7.1.15 If at any time there be imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Service Tax) under any statute or regulation on the Premises, the Building and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof (whether payable to the concerned authority by the Vendors or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and

proportionately in respect of the Premises, the Building and the Common Areas, without raising any objection thereto. The Vendors shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Vendors and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Vendors shall be entitled to recover the same from the Purchaser if any such payment is made by the Vendors for any reason.

7.1.16 The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to the rights and/or entitlements of any other Apartment Owners and/or the Vendors.

7.1.17 The sale of the said Apartment Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule-E** hereto, which shall be covenants running with the said Apartment Unit in perpetuity.

7.2 **Covenants of the Vendors:**

7.2.1 The Vendors hereby covenant with the Purchaser that they:

(a) have the right to sell, transfer and convey the said Apartment Unit to the Purchaser;

(b) are transferring the said Apartment Unit to the Purchaser free from any encumbrance created by the Vendors;

(c) shall, at the costs and requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment Unit to unto and in favour of the Purchaser.

7.2.2 The Vendors hereby covenant with the Purchaser that the Vendors shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance that may have been created by the Vendors in respect of the said Apartment Unit.

- 7.2.3 The Vendors hereby further covenant with the Purchaser that the Vendors have received the Agreed Consideration/ Total Price mentioned in **Schedule-F** and acknowledges the receipt thereof in the Memo of Consideration hereunder.
- 7.2.4 The Vendors hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** and with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule E**, peaceably own, hold and enjoy the said Apartment Unit.

7.3 **Covenants of the Purchaser:**

7.3.1 The Purchaser agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in **Clause 7.1, Clause 7.3 and Schedule-E;**
- (b) pay wholly in respect of the said Apartment Unit and proportionately in respect of the Premises and the Building, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to municipal taxes, service tax, sales tax, Goods & Service Tax, VAT, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or any new impositions) relating to the construction, transfer, ownership and/or maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Vendors shall not be liable for the same under any circumstance;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Apartment Units are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning any work

being done in the Building and/or the transfer, sale or disposal of any other Apartment or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors may suffer in this regard;

- (e) not raise any objection or make any claim against the Vendors regarding the construction and/or the completion of the Building and/or the said Apartment Unit or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed Super Built-up Area of the said Apartment Unit and/or regarding any of the matters/items mentioned in **Clause 6.5** hereinbefore;
- (f) not question the quantum or apportionment of the Common Expenses mentioned in **Part-III** of **Schedule-E** hereto (**Common Expenses**) or the basis thereof or any other matter;
- (g) not object and/or cause any hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-C**) by the Vendors/ Apartment Owners/ tenants/ occupants of other Apartments;
- (h) not claim any right over and/or in respect of the Common Roof Area of the Building other than the right of common use in respect thereof only to the extent and subject to the conditions mentioned in this Deed;
- (i) not raise any objection or claim against the Vendors or create any hindrance or obstruction in relation to the rights and entitlements of the Vendors including under Clauses 7.1.4, 7.1.5, 7.1.6, 7.1.7, 7.1.8, 7.1.9, 7.1.10 and 7.1.13;
- (j) comply with and honour the mutual easements and restrictions mentioned in **Schedule-D**;
- (k) apply for mutation to the Corporation within 30 days from the date of this Deed and take all necessary steps and get the said Apartment Unit mutated in his name and/or separately assessed by the Corporation at his own costs within 6 (six) months thereafter;
- (l) pay all amounts and deposits that are payable by the Purchaser under the Agreement and/or this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement and/or this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance; and

(m) pay all betterment/development charges etc. relating to the said Apartment Unit and/or the Premises.

7.3.2. The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.

7.3.3. The Purchaser shall pay the municipal taxes in respect of the said Apartment Unit from the date of issue of the Completion/Occupancy Certificate. All other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Apartment Unit including Maintenance Charges, other impositions, outgoings and expenses etc. shall be paid by the Purchaser with effect from the date of issue of the Completion/Occupancy Certificate.

#### **7.4 Completion of Construction and Possession :**

7.4.1 The Completion/Occupancy Certificate has been issued by the Corporation and the Vendors have on or before the execution of this Deed handed over to the Purchaser physical possession of the said Apartment Unit. The Purchaser has taken possession of the said Apartment after inspection and fully satisfying himself in all respects with the Plans sanctioned by the Corporation, construction of the Building, the Common Areas and the said Apartment (including the quality and specifications thereof, the carpet area, built up area and the super built up area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Building) and confirms that he has no claim of whatsoever nature against the Vendors or any of them on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendors or any of them under any circumstances whatsoever.

7.4.2 The Purchaser is entitled to use and occupy the said Apartment Unit for residential purpose and for no other purpose.

7.4.3 On and from the Date of Possession the Purchaser is responsible for the internal security of the said Apartment Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Vendors shall not have any responsibility or liability whatsoever in this regard.

**Schedule-A****(Devolution of Title)**

1. By and under an Indenture dated 18<sup>th</sup> December, 2009 registered at the office of District Sub-Registrar Alipore in Book No. I, Volume No. 18, at Pages 1950 to 1986, Being No. 3891 for the year 2009, the Owner herein purchased from Himadri Sanyal and Smt. Tapasri Mukherjee a portion of the Premises, which portion was at that time known and numbered as premises no. 46A, Alipore Road.
2. By and under a Deed of Conveyance dated 12<sup>th</sup> April 2010 registered at the office of District Sub-Registrar Alipore in Book No. I, Volume No. 8, at Pages 3634 to 3663, Being No. 1192 for the year 2010, the Owner herein purchased from Hirendra Nath Sanyal and others a portion of the Premises, which portion was at that time known and numbered as premises no. 46B, Alipore Road.
3. By and under a Deed of Conveyance dated 17<sup>th</sup> May 2010 registered at the office of District Sub-Registrar Alipore in Book No. I, Volume No. 18, at Pages 2254 to 2288, Being No. 4084 for the year 2010, the Owner herein purchased from Smt. Asmita Sanyal and others a portion of the Premises, being a portion of a property which was at that time known and numbered as premises no. 46C Alipore Road, Kolkata.
4. By and under another Deed of Conveyance also dated 17<sup>th</sup> May 2010 registered at the office of District Sub-Registrar Alipore in Book No. I, Volume No. 18, at Pages 2452 to 2485, Being No. 4093 for the year 2010, the Owner herein purchased from Smt. Rama Sircar a portion of the Premises being a portion of a property which was at that time known and numbered as premises no. 46C Alipore Road, Kolkata.
5. By and under an Indenture dated 31<sup>st</sup> December 2010 registered at the office of Additional District Sub-Registrar, Alipore in Book No. I, CD Volume No. 1, at Pages 1350 to 1370, Being No. 53 for the year 2011, the Owner herein purchased from Smt. Sulagna Bhattacharya and others a portion of the Premises which portion was at that time known and numbered as premises no. 42/2A Alipore Road.
6. By and under an Indenture dated 11<sup>th</sup> August 2012 registered at the office of Additional District Sub-Registrar, Alipore in Book No. I, CD Volume No. 29, at Pages 2712 to 2736, Being No. 6543 for the year 2012, the Owner herein purchased from Smt. Padma Rani Dutta



and others a portion of the Premises which portion was at that time known and numbered as premises no. 42/2B Alipore Road.

7. The abovementioned premises nos. 46A, 46B, 46C, 42/2A and 42/2B Alipore Road Kolkata have been subsequently amalgamated by the Kolkata Municipal Corporation into one single premises, being the present Premises No. 46A, Alipore, Kolkata, that is, the Premises under this Deed.
8. Accordingly, by virtue of the aforesaid six Deeds and the amalgamation of the five premises, the Owner became the lawful owner and entitled to the Premises.
9. The name of the Owner herein has been mutated and recorded as the owner of the Premises in the records of the Kolkata Municipal Corporation.

#### **Schedule-B**

**(Premises)**

**ALL THAT** the piece or parcel of land measuring about 16 cottahs and 25 square feet be the same a little more or less together with building and structures constructed thereon and lying, situate at and being amalgamated premises no. 46A, Alipore Road, Kolkata 700027 under Police Station Alipore within the limits of the Kolkata Municipal Corporation and butted and bounded in the manner following that is to say .

- |                     |          |  |
|---------------------|----------|--|
| <b>On the North</b> | <b>:</b> | By Premises No. 42/1A Alipore Road;  |
| <b>On the East</b>  | <b>:</b> | By Alipore Road;   |
| <b>On the South</b> | <b>:</b> | By Common Passage and thereafter by Premises Nos. 48, and 48A, Alipore Road; and |
| <b>On the West</b>  | <b>:</b> | Partly by Premises No. 11, Ashoka Road and partly by Common Passage;             |

**OR HOWSOEVER OTHERWISE** the same may be butted, bounded, called, known, numbered, described or distinguished.

**Schedule - C**  
**(Common Areas)**

**SECTION A : (Common Areas in respect whereof only right of user in common shall be granted)**

- a) Common Roof Area
- b) Lobbies and staircases
- c) Lift and lift machinery, Lift pits, chute and machine room of the lift
- d) Common staff toilet on the ground floor
- e) Common drains, sewers and pipes
- f) Common water reservoir/water tank, water pipes (save those inside any Apartment)
- g) Wires and accessories for lighting of Common Areas
- h) Pump and motor
- i) Fire fighting equipment in the Premises
- j) CCTV Surveillance for the common area
- k) Boundary Wall
- l) Generator for stand-by power
- m) Common Lighting
- n) Landscaped Garden on the roof

**SECTION – B (Common installations for which proportionate additional separate costs have been paid by the Purchaser)**

- a) Electrical installations relating to meters, transformer and sub-station for receiving electricity from the Electricity Authority.
- b) Common Power Generator for providing stand-by power for common light(s), lift(s), pump(s) and other common services.
- c) VRV/VRF Central Air-condition system for each Apartment.
- d) Other facilities or installations, if any, provided for the common use of the Apartment Owners of the Premises and not covered by Section A hereinabove

Notwithstanding anything contained elsewhere herein the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Vendors under the Agreement and this Deed of Conveyance.

**Schedule-D**

**(Easements & Restrictions)**

The Purchaser and/or the Apartment Owners (including the Vendors) shall be entitled to and also bound by the following easements and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the Common Areas mentioned in **Schedule-C**.

2. The right of passage of wires, cables, pipes and drains and other equipment and utilities including connections for water, electricity, telephone, cable-TV, etc. to and through each and every portion of the Premises including all the Apartment Units therein.
3. The right of support, shelter and protection of each portion of the Building by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Apartment Units in the Building or necessary for the use or enjoyment thereof by the Apartment Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E** hereto.
5. The right of the Apartment Owners, with or without workmen, and necessary materials to enter into all parts of the Premises, including all the Apartment Units therein for repairs at daytime upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be necessary in emergent circumstances.

### **Schedule-E**

#### **(Purchaser's Covenants)**

#### **Part-I**

#### **(Specific Covenants)**

1. **The Purchaser agrees, undertakes and covenants to:**
  - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
  - b) permit the Promoter, Maintenance Agency and Association and their respective men, agents and workmen to enter into the said Apartment for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency and/or the Association;
  - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;

- e) use the Common Areas without causing any hindrance or obstruction to other Apartment Owners and occupants of the Building;
- f) keep the said Apartment and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments and parts of the Building;
- g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;
- h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Building and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 800/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;
- j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Purchaser and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Apartment and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;
- k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Premises and outside walls of the Building save in the manner indicated by the Promoter/Association (upon formation);

- l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;
- m) pay the Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Premises proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the Corporation;
- n) pay for other utilities consumed in or relating to the said Apartment Unit;
- o) allow the other Apartment Owners the right to easements and/or quasi-easements;
- p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- q) to make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Vendors, the Maintenance Agency and/or Association in terms of the Agreement and/or this Deed of Conveyance as also to pay all others taxes payable by the Purchaser in terms of the Agreement and/or this Deed of Conveyance;
- r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes; and
- s) pay a sum of Rs. 2,500/- (Rupees two thousand five hundred) only as damages to the Promoter due to dishonour of cheque for any reason together with applicable Goods and Service Tax.

**2. The Purchaser has agreed and covenanted:**

- a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the prior sanction of the authorities concerned and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 800/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides

remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

- c) not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Building save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Apartment;
- d) not to open out any additional window or fix any box grill or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the design of balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Building under any circumstances and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Service Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- f) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;
- g) not to play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or radio or television loud speaker in the said Apartment which will disturb or annoy the other occupiers of the Building;
- h) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- i) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- j) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the

Maintenance Agency differs or deviates from the colour scheme of the Building or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Building and/or the Premises and in case any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 100/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other Common Areas of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow any one to store any goods articles or things in or around the staircase, lobby, landings or other Common Areas or installations of the Building;
- m) not to store in the said Apartment Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Building;
- o) not to claim any right over and/or in respect of the Common Roof Area of the Building other than the right of common use in respect thereof or in respect of any open land at the Premises or in any other open or covered areas of the Building and the Premises reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;
- p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;

- q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Building and/or the Apartments therein by the Promoter at any time, whether after the Date of Possession and/or delivery of possession of the said Apartment Unit to the Purchaser, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Purchaser;
- r) not to object, obstruct or create any hindrance to the Vendors making additional/further constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;
- s) not to shift or obstruct any windows or lights in the said Apartment or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- t) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;
- u) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- v) not hang or cause to be hung clothes from the balconies of the said Apartment;
- w) not to permit any new window, light, opening, doorway, path, passage, drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;
- x) not to park or allow anyone to park any car at any place other than the space earmarked for parking cars of the Purchaser if mentioned in **Part-II of Schedule-G**;
- y) not to sell, transfer, let out or part with possession of the said Parking Space, if so acquired by the Purchaser hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
- z) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery,



boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;

- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of the Agreement and/or this Deed and in case of any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 800/- per square feet of the super built up area of the said Apartment Unit together with all applicable taxes thereon besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;
- bb) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- cc) not to make any claim of any nature whatsoever in respect of the Premises other than the said Apartment Unit hereby transferred and the common enjoyment of the Common Areas;
- dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Premises;
- ee) not to keep or harbour any bird or animal in the Common Areas of the Premises;
- ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building and/or the Premises;
- gg) not to install any air-conditioner except at the designated place shown by the Promoter and at no point of time to change the position, cabling, vents and/or arrangement for the air-conditioner without prior written consent of the Promoter;
- hh) not to install any external wires or cables that may be visible outside the said Apartment;
- ii) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- jj) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately

installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety norms;

- kk) not to subdivide the said Apartment Unit and/or the said Parking Space, if allotted, or any portion thereof;
  - ll) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;
  - mm) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Apartment Owners/occupiers of the Premises and/or the neighbourhood;
  - nn) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendors to any liability under environmental laws or any other laws;
  - oo) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Apartment Units; and
  - pp) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and/or this Deed.
3. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or impediment in any manner or for any reason whatsoever relating to the Premises or concerning the development, construction, completion, sale, transfer, etc. of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or any portion of the Building and/or the Premises.
  4. The Purchaser has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Apartment Unit mentioned in **Schedule-G** hereto and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.
  5. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the electricity charges as per separate meter for use of electricity within the said Apartment Unit as also the Maintenance Charges in respect of the said Apartment Unit as also other costs, expenses and outgoings in respect of the said Apartment Unit with effect from the date of issue of the Completion/Occupancy Certificate. The Purchaser shall also be liable to pay the

municipal taxes and other taxes from the date of the Completion/Occupancy Certificate.

6. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Goods and Service Tax payable in respect of the Agreed Consideration/Total Price mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Vendors fully regarding the above.
7. The Project and the Building constructed at the Premises have been named as “**12 Diamonds**” and the same shall always be known by the said name. The Purchaser and/or the Apartment Owners and/or the Association shall not be entitled to change the said name and its logo under any circumstances whatsoever.
8. The Purchaser shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Apartment Owners (either express or implied) and the Purchaser shall be responsible to the Vendors for fulfillment of the Purchaser’s obligations irrespective of non-compliance by any other Apartment Owner.
9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Apartment Unit subject to the following conditions:
  - a) The said Apartment Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Apartment Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.
  - b) The transfer of the said Apartment Unit by the Purchaser shall not be in any manner inconsistent with the Agreement and/or this Deed of Conveyance and the covenants contained in the Agreement and/or herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall automatically be bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of the Agreement and/or this Deed of Conveyance.
  - c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal taxes and other taxes etc. relating to the said Apartment Unit payable to the Vendors, the Maintenance Agency and the Corporation and other concerned persons/entities are paid by the Purchaser in

full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

10. The Purchaser shall not claim any partition of the land comprised in the Premises.
11. The Purchaser shall use and enjoy the said Apartment Unit in the manner not inconsistent with his rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Apartment Owners and/or the Vendors.
12. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the Premises or the Building or any portion thereof nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
13. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Vendors and the Maintenance Agency of from and against all losses, damages, claims, demands, actions, proceedings, costs, charges and expenses occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Purchaser and shall keep the Vendors and the Maintenance Agency indemnified of from and against all losses, damages, claims, demands, actions, proceedings, costs, charges and expenses made against or suffered by the Vendors and the Maintenance Agency as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.
14. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the transfer sale or disposal of any Apartment or portion of the Building, then in that event the Purchaser shall be liable to pay to the Vendors compensation and/or damages that may be claimed by the Vendors.

## **Part - II**

### **(Maintenance & Association)**

1. The Premises, the Building and the Common Areas shall be managed and maintained by the Maintenance Agency.

2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Apartment Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for common purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Building and the Premises, which are not separately charged or assessed or levied on the Apartment Owners.
5. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to the Agreement or this Deed or otherwise shall be Proportionate.
6. The Maintenance Charges payable by the Purchaser with effect from the date of issue of the Completion/Occupancy Certificate, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. \_\_\_/- per square feet of super built-up area per month for the said Apartment together with applicable Goods and Service Tax. The Maintenance Agency shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
7. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules framed under the Act for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be and there shall be restriction on sale, transfer, lease or tenancy of the said Apartment Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.
8. The Purchaser also admits and accepts that apart from the above, the Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of

default in timely payment of the Maintenance Charges, Electricity Charges, municipal taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

9. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical Car Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) proportionately irrespective of whether the Purchaser has facility of parking thereat as also such costs and expenses may be charged from the Purchaser as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.
10. The Purchaser shall co-operate with the other Apartment Owners and the Maintenance Agency in the management and maintenance of the Premises and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.
11. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Sinking Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for corporation taxes.
12. The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without the participation of the Vendors shall not be entitled to be recognized by the Vendors and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Promoter shall transfer and make over the security deposits to the Association after adjusting its dues, if any.
13. All the Apartment Owners including the Purchaser shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Vendors.
14. All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Vendors and the Purchaser hereby consents to accept and sign the same.

15. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
16. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
17. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Building including the Purchaser herein.
18. Any association of whatsoever nature or nomenclature formed by any of the Apartment Owners without the participation of all Apartment Owners shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises.
19. The Apartment Owner of each Apartment Unit shall become a member of the Association within 15 days of the execution and registration of the Deed of Conveyance in his favour. In case a Apartment Unit is jointly owned by several persons, then all such co-owners of the Apartment Unit shall nominate one person amongst themselves as their representative to be a member of the Association. Accordingly, each Apartment Unit shall have one vote in the Association and all decisions of the Association shall be by majority of votes.
20. The certified copies of title deeds relating exclusively to the Premises that are available with the Vendors along with related documents and certified copy of Plans of the Building shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Building to the Association
21. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.
22. The Association may either manage the maintenance of the Building on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Vendors in favour of the Apartment Owners.
23. The maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to

or is able to use any or all of the Common Areas and also irrespective of whether or not the Purchaser is granted facility of parking any number of cars in the Mechanical Car Parking System by the Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charge. Any use of the Mechanical Car Parking System by the Apartment Owners including the Purchaser shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the and to which the Purchaser hereby consents and agrees to keep the Vendors fully indemnified in respect thereof.

24. From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, the Mechanical Car Parking System, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their respective directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.
25. The Apartment Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification that is contrary to or in violation/breach of any of the terms and conditions contained in any of the Agreements and/or the Deed of Conveyance executed/to be executed by the Vendors in favour of the Apartment Owners shall be void ab initio and shall not be valid or binding on anyone under any circumstance whatsoever.

### **Part - III**



**(Common Expenses)**

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Apartment) walls of the Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including Mechanical Car Parking System if any, lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
9. **Mechanical Car Parking System:** All fees, costs, charges, taxes and expenses for managing, maintaining and up-keeping the Mechanical Car Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation etc.
10. **Management Fees**

11. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

**Part – IV**

**(Mutation, taxes and impositions)**

1. The Purchaser shall apply for within 30 days from the date of execution of this Deed and obtain within six months thereafter, mutation, separation and/or apportionment of the said Apartment Unit in his own name without in any way making or keeping the Vendors liable and/or responsible in this regard on any account whatsoever. The Vendors shall fully co-operate with the Purchaser in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.
2. In case of default, the Vendors or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefore from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 2 (two) per cent per month.
3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (**Impositions**) shall be proportionately borne and paid by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of the Completion/Occupancy Certificate.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

**Schedule–F**

**[Agreed Consideration/ Total Price]**

Agreed Consideration/ Total Price for the transfer of the said **Rs. \_\_\_\_\_ /-**  
 Apartment Unit as defined in this Deed.  
 (Rupees \_\_\_\_\_ only)

**Schedule-G****Part-I**

“Said Apartment”

**ALL THAT** the residential Apartment No. \_\_\_\_\_ (including a servant quarter), on the \_\_\_\_\_ Floor having about \_\_\_\_\_ square feet Carpet Area more or less and about \_\_\_\_\_ square feet Built-up Area more or less, and which has been mutually agreed by the parties to be deemed to be equivalent to Super Built-up Area of \_\_\_\_\_ square feet in the Project named “**12 Diamonds**” constructed at the Premises described in Schedule B hereinabove.

“Said Parking Space”

**ALL THAT** the right to park car in:

- (i) \_\_\_ car(s) in the covered parking space in the ground floor of the Building;
- (ii) \_\_\_\_\_ car(s) in the open parking space in the open spaces surrounding the Building; and/or
- (iii) \_\_\_\_\_ car(s) in the Mechanical Car Parking System.

The said Parking Space is delineated in **BLUE** borders in the **Car Parking Plan** annexed hereto.

8. **Execution and Delivery:**

**In Witness Whereof** the parties have executed these presents on the day, month and year first above written.

**Executed and Delivered by the Owner**  
 at Kolkata in the presence of :

**Executed and Delivered** by the  
**Promoter** at Kolkata in the presence of :

**Executed and Delivered** by the  
**Purchaser** at Kolkata in the presence of

Prepared by :

R. Ginodia & Co., Advocates  
7C, Kiran Shankar Roy Road  
Kolkata-700 001.

**Memo of Consideration**

**RECEIVED** of and from the within-named Purchaser the within-mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) being full consideration price for sale of the said Apartment Unit under these presents.

**Witnesses:**

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DATED THIS      DAY OF                      2018

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BETWEEN

**PAHARI PROJECTS PRIVATE LIMITED**  
... **OWNER**

**AND**

**SUPERDIAMOND VATIKA LLP**  
... **PROMOTER**

**AND**

\_\_\_\_\_

... **PURCHASER**

**CONVEYANCE**

Apartment no. \_\_\_\_\_  
\_\_\_\_\_ Floor

**R. Ginodia & Co.**  
**Advocates**  
**7C, Kiran Shankar Roy Road**  
**Kolkata – 700 001**