

**THIS INDENTURE OF CONVEYANCE** made this day of ..... ..20

**BETWEEN**

**SALARPURIA SIGNUM COMPLEX LLP (PAN No. ACFFS8401G)** a limited liability partnership, constituted under the Limited Liability Partnership Act, 2008, having its office situated at No. 5, Chittaranjan Avenue, P. S. Bowbazar, Kolkata-700 072, represented by one of its Partners, Shri Apurva Salarpuria having been duly authorized in that regard by the other partners of the said LLP hereinafter referred to as the **PROMOTER/DEVELOPER** of the **FIRST PART**;

**AND**

**(1) DAMODAR ROPEWAYS & INFRA LTD.** (formerly known as Indian Ropeways & Engineering Company Limited) (PAN No. AAACI5764L) a company within the meaning of the Companies Act, 1956 having its registered office situated at No. 1/A, Vansittart Row, P.S. Hare Street, Kolkata-700 001, **(2) ACCURATE REAL ESTATES PRIVATE LIMITED (PAN No. AAGCA2100E)** also a company within the meaning of the Companies Act, 1956 having its registered office situated at No. 45, Vivekanand Road, P. S. Girish Park, Kolkata-700 007 **(3) SPLASH PROPERTIES PVT LTD (AAKC56833J)** also a company within the meaning of the Companies Act 1956 having its registered office situated at No. 2 Rowland Road, Police Station-Ballygunge, Kolkata-700 020 **(4) ABUNDANT PROPERTIES LLP (PAN NO. ABLFA1479M)** (formerly known as ABUNDANT PROPERTIES PVT. LTD.) a limited liability partnership under the LLP Act 2008, having its registered office situated at No. 6/2, Moira Street, P.S. Shakespeare Sarani, Kolkata-700 017 **(5) SEED PROPERTIES PRIVATE LIMITED (PAN NO. AAKCS6832K)** a company within the meaning of the Companies Act, 1956, having its registered office situated at No. 1/A, Vansittart Row, P.S. Hare Street, Kolkata-700 001, **(6) KING PROPERTIES PVT. LTD. (PAN NO. AADCKD301J)** a company within the meaning of the Companies Act, 1956, having its registered office situated at No. 6A, Tiljala road, Police station-Tiljala, Kolkata-700 046 **(7) MASON BUILDCON PRIVATE LIMITED (PAN NO. AAFCM0418E)** a company within the meaning of the Companies act, 1956, having its registered office situated at No. 19A, Sarat Bose Road, P.S.-Bhowanipore, Kolkata-700 020 **(8) PANSY NIRMANS PRIVATE LIMITED (PAN No. AAECPP2311E)** a company within the meaning of the Companies Act, 1956, having its registered office situated at No. 19A Sarat Bose road, P.S. Bhowanipore, Kolkata-700 020 and **(9) TECHSERVE TELE SERVICES PRIVATE LIMITED (PAN No. AABCT9745L)** a company within the meaning of the companies Act, 1956, having its registered office situated at No. 4, Kali Krishna tagore Street, P.S. Jora Bagan, Kolkata-700 007, all represented by their authorized signatory Sri Champa lal Chamaria son of late Thakursi Das Camaria of No. 1/A, Vansittart Row, P.S. Hare Street, Kolkata-700 001, hereinafter collectively referred to as the **SELLERS/ OWNERS** of the **SECOND PART**).

**AND**

**MR./MS** .....(Aadhar No.....) son/daughter/wife of.....aged.....years, by nationality.....having his/her permanent residence at .....and having PAN No. ....(hereinafter singly/jointly referred to as the **“Allottee/ Purchaser”**, which expression shall , unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

**OR**

.....a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013], with its registered office at .....and having PAN No. ....and CIN No....., represented herein by Mr./Ms.....(Aadhar No....), son/daughter of mr./Ms.....by nationality-Indian, aged [ \* ] years, having PAN No. ...., duly authorized *vide* board resolution dated.....(hereinafter referred to as the **“Allottee/ Purchaser”**, which expression shall , unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

**OR**

..... , a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]\* having its principal place of business at ..... And having PAN No..... represented herein by its authorized partner Mr/Ms.....(Aadhar No.....), son/daughter of mr./Ms....., Indian, aged.....years, having PAN No. ....duly authorized *vide* resolution dated ..... (hereinafter referred to as the **“Allottee/ Purchaser”**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

**OR**

**MR**.....(Aadhar No.....), son of Mr....., Indian, aged.....years, having PAN No....., for self and as the Karta of the hindu Joint Mitakshara Family known as .....HUF, having its place of business/ residence at ..... and having PAN No.....(hereinafter referred to as the **“Allottee/ Purchaser”**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

The Owners, Promoter and the Allottee are hereinafter collectively referred to as the **“Parties”** and individually as a **“Party”**.

## WHEREAS

- A) By an Indenture of Conveyance dated 15<sup>th</sup> July, 1909, and made between Hari Charan Bose therein referred to as the Vendor and Sir Apcar Alexander Apcar Kt. (then Apcar Alendander Apcar) and Arthur George Holdsworth Machpherson two of the then Stewards of the Calcutta Turf Club therein referred to as the Purchasers and registered at the office of the district Sub Registrar, Alipore, In Book No. I Volume no. 37 Pages 165 to 169 Being no. 2162 for the year 1909, the said Hari Charan Bose for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Sir Apcar Alexander Apcar Kt. And Arthur George Holdsworth Machpherson as agents and trustees of The Calcutta turf Club in trust and for the benefit of the Calcutta Turf Club ALL THAT the piece and parcel of land hereditaments and premises containing by estimation an area of 01 Bigha 03 cottahs 13 chittacks and 15 sq.ft. more or less situate lying at and being Municipal Premises Nos. 10/2, 11 and 11/1 Goaltuli Road within the limits of the town of Calcutta Thana Bhowanipore Mouza Kansaripara within Division VI Sub Division C forming part of Holding No. 12 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever.
- B) By an Indenture of Conveyance dated 5<sup>th</sup> April, 1911, and made between Surendra Nath Banerjee and Nagendra Nath Banerjee therein collectively referred to as the Vendors and the said Sir Apcar Alexander Apcar Kt. (then Apcar Alendander Apcar) and Sir Charles Henry Kesteven Kt. (then Charles Henry Kesteven) two of the then Stewards of the Calcutta Turf Club therein referred to as the Purchasers and registered at the office of the registrar of Assurances, Calcutta in book No. I Volume No. 17 Pages 286 to 292 being no. 940 for the year 1911 the said Surendra Nath Banerjee and Nagendra Nath Banerjee for the consideration therein mentioned sold transferred and conveyed unto and in favour of the said Sir Apcar Alexander Apcar Kt. And Sir Charles Henry Kesteven Kt. As agents and trustees of The Calcutta Turf Club in trust and for the benefit of The Calcutta Turf Club FIRSTLY ALL THAT the piece and parcel of land containing by estimation an area of 07 cottahs 11 chittacks and 30 sq.ft. more or less situate lying at and being Municipal Premises Nos. 10/1, Goaltuli Road AND SECONDLY ALL THAT the piece and parcel of land containing an area of 09 cottahs 11 chittacks and 40 sq.ft. more or less situate lying at and being Municipal premises No. 10/4, Goaltuli Road both within the limits of the town of Calcutta Thana Bhowanipore Mouza Kansaripara within Division VI Sub Division C forming part of Holding No.

12 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever.

- C) By an Indenture of Conveyance dated 30th July 1912 and made between Baroda Prosad Roy Chaudhury therein referred to as the Vendor and the said Sir Apcar Alexander Apcar Kt. (then Apcar Alexander Apcar) and the said Arthur George Holdsworth Macpherson two of the then Stewards of the Calcutta Turf Club therein referred to as the Purchasers and registered at the office of the Sub Registrar, Alipore in Book No. I Volume No. 23 Pages 135 to 137 Being no. 2102 for the year 1912 the said Baroda Prosad Roy Chaudhury for the consideration therein mentioned sold transferred and conveyed unto and in favour of of the said Sir Apcar Alexander Apcar Kt. And Arthur George Holdsworth Macpherson as agents and trustees of the Calcutta Turf Club in trust and for the benefit of The Calcutta Turf Club ALL THAT the piece and parcel of land containing by estimation an area of 08 chittacks and 30 sq.ft. more or less situate lying at and being Municipal Premises Nos. 12 Goaltuli Road within the limits of the town of Calcutta Thana Bhowanipore Mouza Kansaripara within Division VI Sub division C forming part of Holding no. 12 in the District of South 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever.
- D) The said Sir Apcar Alexander Apcar Kt. Died on 17<sup>th</sup> April 1913.
- E) The said Arthur George Holdsworth Macpherson retired from British India and ceased to be a Steward of the said Club.
- F) The said Calcutta Turf Club was renamed "The Royal Calcutta Turf Club (the Club)
- G) The above mentioned contiguous premises No. 10/2, 11, 11/1, 10/1 and 10/4 Goaltuli Road and the said 8 chittacks 30 sq.ft. of landed property containing in aggregate an area of 02 Bighas 01 cottahs 13 chittacks and 25 sq.ft. (more or less were amalgamated and renumbered by the corporation of Calcutta as it was then known (now the Kolkata Municipal Corporation) as Premises No. 11 Goaltuli Road, Calcutta.

By an Indenture of Conveyance dated 17<sup>th</sup> February 1921 and made between the Corporation of Calcutta therein referred to as the Corporation and the said Sir Charles Henry Kesteven Kt. And The Honorable Mr. Justice Babington Bennett Newbould, two of the then Stewards of the Royal Calcutta Turf club therein referred to as the Purchasers and registered at the office of the District Sub Registrar, Alipore in Book No. I volume No. 4 pages 196 to 200 being no. 938 for

the year 1921 for the consideration therein mentioned the said corporation of Calcutta granted sold conveyed and transferred unto and in favour of the said Sir Charles Henry Kesteven Kt. And The Honorable Mr. Justice Babington Bennett Newbould as agents and trustees of The Royal Calcutta Turf Club in trust and for the benefit of The Calcutta Turf Club ALL THAT the piece and parcel of revenue free land containing by estimation an area of 04 cottahs 05 chittacks and 24 sq.ft. (more or less within the municipal limits of the town of Calcutta and adjoining the said amalgamated Premises No. 11 Goaltuli Road on the west thereof, Calcutta, Thana Bhowanipore, Mouza Bhowanipore within Division VI Sub Division A forming part of Holding No. 1 in the district of south 24 Parganas (then 24 Parganas) together with the buildings and structures thereat absolutely and forever.

- H) The above mentioned amalgamated Premises No. 11 Goaltuli Road measuring 02 Bighas 01 chittacks and 25 sq.ft. (more or less and the said adjoining 04 cottahs 05 chittacks and 24 sq.ft. (more or less landed property containing in aggregate an area of 02 Bighas 06 cottahs 03 chittacks and 04sq.ft. (more or less) were amalgamated and renumbered by the then Corporation of Calcutta and numbered as Municipal premises No. 6/1/1 Bhowanipore Road, Thana Bhowanipore, Calcutta in the district of South 24 Parganas (then 24 Parganas).
- I) The said Sir Charles Henry Kesteven Kt. Died on 13<sup>th</sup> January 1923.
- J) The said The Honourable Mr. Justice Babington Bennett Newbould retired from British India in the year 1927 and ceased to be a steward of the said Club.
- K) By an Indenture of Appointment of new Trustees dated 21<sup>st</sup> February 1928 and made between Charles Gordon Arthur, Alfred James Chatzner, Harold Collmann Edmondson, Ernest Richard Hattley and Charles de-Montmorency Kellow the then five stewards of the said Club of the One Part and the said Harold Collmann Edmondson and the said Charles de-Montmorency Koilock of the other Part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No. 56 Pages 214 to 227 Being No. 2178 for the year 1928 the five stewards namely Charles Gordon Arthur and others as such stewards as aforesaid acting in the management of the affairs of the said Club appointed the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock to be the trustees for the said Club for the said 04 cottahs 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17<sup>th</sup> February 1921 in place of the said Sir Charles Henry Kesteven Kt.

And The Honourable Mr. Justice Babington Bennett Newbould being the earlier trustees to the intent that the said 04 cottahs 05 chittacks 24 sq.ft. landed property (adjacent to the said amalgamated premises No. 11 Goaltuli Road, Calcutta) would become vested in the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock as such trustees as aforesaid.

- L) By an Indenture of Transfer and release dated 12<sup>th</sup> February 1932 and made between the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock being the trustees for the said club for the nsaid 04 cottahs 05 chittacks 24 sq.ft. landed property acquired by the said indenture dated 17<sup>th</sup> February 1921 therein eferred to as the vendors/ Assignors of the One part and turf properties Limited (now known as turf Properties Private Limited) of the Other Part and registered at the office of the Registrar of Assurances, Calcutta in Book no. I Volume No. 22 pages 125 to 131 being No. 518 for the year 1932 for the consideration therein mentioned the said Harold Collmann Edmondson and the said Charles de-Montmorency Kellock transferred assigned and released unto and in favour of Turf Properties Ltd. the said 04 cottahs 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17<sup>th</sup> February 1921 unto and in favour of the said Turf Properties Ltd. for and on behalf of the members or member for the time being of the said Club and its assigns upon such trusts.
- M) By the Deed of declaration dated 31<sup>st</sup> may 1932 and registered at the office of the Registrar of Assurances, Calcutta in Book no. I volume No. 66 Pages 79 to 82 being no. 2173 for the year 1932 the said turf Properties limited declared and confirmed that they did stand seized and possessed of thesaid 04 cottahs 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17<sup>th</sup> February 1921 in trust for the member or members for the time being of the said club and its assigns. The then five stewards of the said Club namely Charles Gordon Arthur, Thomas Edgar Carrie, David John Leckie, Glibert Proby Mackenzie and Reglnald Alfred Tower acting in the management and affairs of the said club by a Deed of Appointment and transfer and Released dated 22<sup>nd</sup> December 1933 and made between themselves of the One Part and Turf Properties Limited of the Other part and registered at the office of the Registrar of Assurances, Calcutta in Book No. I Volume No. 25 Pages 21 to 31 Being No. 69 for the year 1934 appointed the said Turf properties Limited to be the trustee for the said clubfor the above mentioned amalgamated premises no. 11 Goaltuli Road, Calcutta measuring 02 Bighas 01 cottah 13 chittacks and 25 sq.ft. more or less in place of the said Sir Apcar Alexander Apcar Kt. And Arthur George Holdsworth

Macpherson or the said Sir Apcar Alexander Apcar Kt. And Sir Charles Henry Kesteven Kt. As the case may be to the extent that the said amalgamated premises No. 11 Goaltuli Road would thenceforth stand vested in Turf Properties Limited absolutely and forever for and on behalf of the members or member for the time being of the said Club and its assigns upon such trusts.

- N) The said amalgamated premises no. 11 Goaltuli Road, Calcutta measuring 02 Bighas 01 cottah 13 chittacks 25 sq.ft. more or less and the said 04 cottahs 05 chittacks 24 sq.ft. landed property acquired by the said Indenture dated 17<sup>th</sup> February 1921 from the Corporation of Calcutta as hereinbefore recited were amalgamated and renumbered by the then Corporation of Calcutta as Municipal Premises No. 6/1/1 Bhowanipore Road, Calcutta and upon survey and actual measurement was found to contain an area of 02 bighas 05 cottahs 07 chittacks and 34 sq.ft. (more or less) in place of 02 bighas 06 cottahs 03 chittacks and 04 sq.ft. more or less and was subsequently renumbered by the then Corporation of Calcutta as Municipal premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan road, Kolkata (more fully and particularly mentioned and described in **PART I** of the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **FREE HOLD PROPERTY**.
- O) By an Agreement for sale and Assignment dated 30<sup>th</sup> August 2007 and registered at the office of the Additional registrar of assurances-I, Kolkata in Book No. **I CD** Volume No. 63 Pages 5402 to 5430 Being no. 2132 for the year 2008 the said Turf Properties Pvt. Ltd. (formerly Turf Properties Limited therein referred to as the seller of the One Part and Damodar Ropeways and Construction Company Limited, Indian Ropeways and Engineering Company Pvt. Ltd. and the Owners Nos. 3 to 10 therein namely **(1) ACCURATE REAL ESTATES PRIVATE LIMITED (2) SPLASH PROPERTIES PVT. LTD. (3) ABUNDANT PROPERTIES PVT. LTD. (now known as Abundant Properties LLP) (4) SEED PROPERTIES PRIVATE LIMITED (5) KING PROPERTIES PVT. LTD. (6) MASON BUILDCON PRIVATE LIMITED (7) PANSY NIRMANS PRIVATE LIMITED and (8) TECHSERVE TELE SERVICES PRIVATE LIMITED** therein collectively referred to as the Purchasers / Assignees of the other Part recorded and declared the terms and conditions agreed for transfer of the said freehold property and the adjacent and contiguous land measuring 05 cottahs 08 chittacks on the west thereof belonging to the Kolkata Municipal Corporation by the said Turf Properties Pvt. Ltd. to the Purchasers/ Assignees, inter alia as follows:

- (i) The said Turf Properties Pvt. Ltd. would sell and the Purchasers/Assignees thereto would purchase the said freehold property measuring 02 bighas 05 cottahs 07 chittacks 34 sq.ft. (more or less) in equal 1/10<sup>th</sup> (one tenth) undivided share therein at and for a consideration of Rs.11,61,00,000.00 (Rupees eleven crores sixty one lacs) only paid by the Purchasers/Assignees thereto theretofore in equal shares.
  - (ii) Upon the Kolkata Municipal Corporation executing and registering a long term lease of All that the piece and parcel of land measuring 05 cottahs 08 chittacks adjoining the freehold premises on the west thereof and abutting D. L. Khan Road (more fully and particularly mentioned and described in PART II of the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **LEASEHOLD PROPERTY**) in favour of the said Turf Properties Pvt. Ltd. and the said Turf properties Pvt. Ltd. would assign and transfer to the said Purchasers/Assignees thereto its leasehold interest in the said leasehold property in favour of the Purchasers/Assignees thereto in equal 1/10 undivided share therein at and for the premium of / salami of Rs. 64,00,000/- (Rupees sixty four lacs only).
  - (iii) The Purchasers/Assignees thereto would be entitled to cause to be prepared plan for undertaking construction of new building or buildings at the said freehold property and to submit the same for sanction in the name of the said Turf Properties Pvt. Ltd. and obtain such sanction.
  - (iv) The said agreement for sale and assignment dated 30<sup>th</sup> August 2007 would supersede all previous agreements / arrangements understandings and any other instrument executed between the parties thereto.
- P) In terms of the said Agreement for Sale and assignment dated 30<sup>th</sup> August 2007 the said Turf properties Pvt. Ltd. executed power of attorney in favour of the nominees of the Purchasers/Assignees to the said Agreement for Sale and Assignment in respect of the said Freehold Property and the said leasehold property as follows:



- (a) Power of Attorney dated 30<sup>th</sup> august 2007 registered at the office of the Additional Registrar of assurances-III, Kolkata in Book IV Volume No. 80 Pages 325 to 328 Being No. 4944 for the year 2007 appointing Sri Mohan Lal Rathee son of Sri Manik Lal Rathi then residing at 10/06 Brijdham Housing Complex, Sribhumi, 255 Canal Street, Kolkata-700 048 and Sri Suresh Kumar Jalan son of Sri Shyam Sunder Jalan then residing at 3 Syed Salley Street, Kolkata-700073 jointly and severally to be its true and lawful attorneys to do necessary acts, deeds and things and to execute and register the conveyance and conveyances in favour of the buyer or buyers in respect of the said freehold property or portion thereof.
- (b) Power of Attorney dated 30<sup>th</sup> August 2007 registered at the office of the additional Registrar of Assurances-III, Kolkata in Book IV Volume no. 80 Pages 329 to 334 being no. 4943 for the year 2007 appointing Sri Chandra Prakash Rathi son of Sri Dau lal Rathi then residing at 5/1 Ballygunge Place, Kolkata 700 019 and the said sri Suresh Kumar Jalan attorneys jointly and severally to be its true and lawful attorneys to do necessary acts, deeds and things and to execute and register for and on behalf of Turf properties Pvt. Ltd. the lease to be granted by the Kolkata Municipal corporation in favour of Turf Properties Ltd. respect of the leasehold property and to execute and registered Deed of Sub Lease and/or Deeds of Assignment of the whole or any portion of the said Leasehold Property.
- (R) Pursuant to the said Agreement for sale and Assignment dated 30<sup>th</sup> August 2007, the said turf properties pvt. Ltd. delivered complete vacant possession of the said freehold property as well as the said 05 cottahs 08 chittacks landed property in favour of the Purchasers/Assignees thereunder.
- (S) By a Deed of lease dated 16<sup>th</sup> May 2011 and made between the Kolkata Municipal Corporation as Lessor therein referred to and the said said Turf Properties Pvt. Ltd. the trustee for the said Royal Calcutta Turf Club therein referred to as the Lessee and registered at the office of the Additional Registrar of assurances-I, Kolkata in Book No. I CD Volume No. 11 Pages 42274242 Being No. 04631 for the year 2011 for the salami and/or premium of rs. 64,00,000/- (Rupees sixty four lacs only) and for the annual rent of Re. 1/- thereby reserved and for the covenants therein contained, the kolkata Municipal Corporation granted and demised unto and in favour of the said Turf Properties Pvt. Ltd. **ALL THAT** the above

mentioned Leasehold Property being the piece and parcel of land measuring 05 cottahs 08 chittacks adjacent and contiguous to the said Freehold Premises being Premises No.14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Kolkata for a term of 99 years with effect from 13<sup>th</sup> March 1999 with the option to renew the same for two further terms of 99 years each together with the right to cause the said leasehold property to be amalgamated with the said freehold property without making any construction thereat but to consume the available FAR of the leasehold property for the purpose of construction of the new building at the said freehold premises. Under the said Deed of Lease dated 16<sup>th</sup> May 2011 the said Turf Properties Pvt. Ltd. thus became entitled to assign, transfer, mortgage, charge and/or in any way encumber or deal with or dispose of its leasehold interest in the said leasehold property or any part or portion thereof.

- T) The said Leasehold Property measuring 05 cottahs 08 chittacks after the grant and demise thereof by Kolkata Municipal Corporation has since been numbered as Municipal Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Kolkata-700 025.
- U) By an Order dated 7<sup>th</sup> July 2011 passed in Company petition No. 96 of 2011 connected with company Application No. 978 of 2010 under Section 391(2) and 394 of the Companies Act 1956 passed by the Hon'ble High Court Calcutta amongst other transferor companies the said Damodar Ropeways & Construction Company Private Limited was amalgamated with the said Indian Ropeways & Engineering Company Limited and all assets liabilities, rights and benefits and effect of amongst other transferor companies, the said Damodar Ropeways & construction Company Private Limited stood vested and transferred in favour of Indian Ropeways & Engineering Co. Limited without any further act deed or thing from 1<sup>st</sup> April 2010 being the appointed date and accordingly Indian Ropeways & Engineering Company Limited became entitled to the share rights, title and interest whatsoever of the said Damodar Ropeways & Construction Pvt. Ltd. into and upon the said freehold premises and the said leasehold premises.
- V) The name of the said Indian ropeways & Engineering Company Limited has been changed to Damodar Ropeways & Infra Limited on and with effect from 30<sup>th</sup> June 2011 and a fresh Certificate of Incorporation has been granted by the registrar of companies, West Bengal.

- W) The said Freehold property No. 14A, Dr. Jana Chandra Ghosh sarani formerly known as Debendra Lal Khan road, Kolkata-700 025 measuring 02 bighas 05 cottahs 07 chittacks and 34 sq.ft. (more or less and the said leasehold property being Premises no. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Kolkata-700 025 measuring 05 cottahs 08 chittacks(more or less) have since been amalgamated and renumbered or continues to be numbered as Municipal Premises no. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road , Kolkata-700 025 containing in aggregate an area of 02 bighas 10 cottahs 15 chittacks and 34 sq.ft. (more or less) (more fully and particularly mentioned and described in **PART III** of the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PREMISES**).
- X) By a Deed of Conveyance and Assignment dated 6<sup>th</sup> June 2013 and made between Turf Properties Pvt. Ltd. therein referred to as the vendor/Assignor of the One part and the Owners herein therein collectively referred to as the Purchasers/;Assignees of the other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. **I CD** Volume no 10 Pages 11636 to 11667 Being no. 05568 for the year 2013the said turf Properties Pvt. Ltd. for the consideration therein mentioned sold transferred conveyed and assigned unto and in favour of the Owners herein the entirety of the said Premises.
- Y) In the events as hereinbefore recited the Owners are thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises, free from all encumbrances, charges, liens, lispensens, attachments, trusts whatsoever or howsoever each of the owners being entitled to an independent and distinct undivided share or interest into or upon the said Premises.
- Z) By an agreement dated 26<sup>th</sup> December 2013 entered into between the Owners and the Developer herein and registered at the office of the Additional District Sub Registrar, Alipore, South 24 Parganas in Book No. **I CD** Volume No. 41 Pages 1900 to 1951 Being Deed No. 10142 for the nyear 2013 the owners have granted the exclusive right of development in respect of the said Premises unto and in favour of the Developer herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **DEVELOPMENT AGREEMENT**).
- AA) By an agreement dated 2nd May 2017 entered into between the Owners and the Developer herein, the Developer and the Owners have identified their respective allocations in the total constructed area in terms of the

number of flats and car parking spaces (hereinafter referred to as the ALLOCATION AGREEMENT). As per Clause 3 of the said Allocation Agreement, read with the Second Schedule therein mentioned, the Apartment (as defined hereinafter) forms part of the Owners' allocation. Thus, the Owners are entitled to and have the necessary right, title and interest to enter into this Agreement;

BB) Abundant Properties Private Limited was converted on and with effect from 12th day of February 2018 to Abundant Properties LLP and a fresh certificate of incorporation has been granted by the Registrar of Companies, West Bengal.

CC) By an agreement dated [●] 2019 entered into among the Owners herein, the Owners have decided to allocate among themselves, the revenue collected w.r.t. the sale and transfer of the Apartment (as defined hereinafter) in favour of the Allottee, in the proportion therein mentioned (hereinafter referred to as the REVENUE ALLOCATION AGREEMENT).

DD) The said Land (Premises) has been earmarked for the purpose of building therein a residential project., comprising multi-storeyed apartment buildings and the said project shall be known as **“VICTORIA VISTAS”** (hereinafter referred to as the **“Project”**).

The Kolkata Municipal Corporation has, vide Building Permit No....., granted the sanction for development of the said Project.

EE) In pursuance of the said Development Agreement and in furtherance thereof the Developer caused a map or plan to be sanctioned by Kolkata Municipal Corporation being No. 2016090056 dated 09/02/2017 (hereinafter referred to as the said PLAN) whereby the Developer became entitled to construct erect and complete the Project at the said premises comprising of ground plus 23 upper floors comprising of various self-contained units apartments constructed spaces and car parking spaces to be ultimately held and/or enjoyed independently of each other on ownership basis.

FF) Upon sanction of the Plan the Developer and the owners have identified their respective allocations in terms of the said Development Agreement and each of the Developer and the Owners are entitled to enter into agreement for sale and transfer in respect of their respective allocations independently of each other.

- GG) The Owners have registered the project under the provisions of the Act with the west Bengal Housing Industry Regulatory Authority at.....on.....under registration no.....
- HH) The Purchaser had applied for an apartment in the project vide Application No.....dated.....and was allotted apartment no.....having carpet area of.....square feet, built up area of .....square feet and super built up area of.....square feet, type..... on.....floor in tower/block/building) no.....(**"Building"**) , along with covered/open parking No. ....admeasuring approximately.....square feet in (hereinafter collectively referred to as the **"Apartment"** and as more fully and particularly described in the **Second Schedule** written hereunder. With the floor plan of the apartment annexed hereto as Annexure-B );
- II) Pursuant thereto the Parties executed an agreement for sale dated ..... for the said Apartment (**"AFS"**), on the terms and conditions set out therein and in accordance with Applicable Laws. The said AFS has been registered in the office of .....in Book No.....,CD Volume No.....,Pages.....to....., being No. ....for the year .....
- JJ) By a memo bearing reference no. ....dated.....the Kolkata Municipal Corporation granted a completion certificate under Applicable Laws in respect of the Project;
- KK) Pursuant to receipt of the completion certificate, the Owners have issued a possession notice dated ..... to the Purchaser, in compliance with the provisions of the AFS, and the Purchaser being in compliance with the provisions of the AFS and paying all amounts due with respect to the Apartment. In accordance with the terms thereof, the Parties have now agreed to execute the Deed.
- LL) On or before the execution of this Deed, the Purchaser and/or the association of purchasers (**"Association"**), as the case may be, have examined or caused to be examined the following and the Purchaser /Association has fully satisfied himself/itself as to;
- (a) the floor plan, area and other dimensions and specifications of the Apartment;
  - (b) the layout plan and sanctioned plan of the Project and the Building;

- (c) the workmanship and materials used in construction of the Project;
- (d) the amenities, facilities and Common Areas of the Project (as detailed in Third Schedule hereinbelow); and
- (e) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligation, subject to which this deed is being executed with regard to the Apartment;

and the Purchaser and the Association have further agreed, represented and undertaken, jointly and severally, not to raise any objection or demand and /or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;

MM) The Parties have gone through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein;

NN) The Owners have also represented that for the ease of operations they have internally decided that instead of each of the Owner herein being required to be present individually at the time of execution and registration of this Deed, the Owners have appointed one of the Owners as their constituted attorney for the purpose of, *inter alia*, carrying out execution and registration of this Deed, and accordingly (1) ACCURATE REAL ESTATE PRIVATE LIMITED; (2) SPLASH PROPERTIES PRIVATE LIMITED; (3) ABUNDANT PROPERTIES LLP; (4) SEED PROPERTIES PRIVATE LIMITED; (5) KING PROPERTIES PRIVATE LIMITED; (6) MASON BUILDCON PRIVATE LIMITED; (7) PANSY NIRMANS PRIVATE LIMITED; and (8) TECHSERVE TELE SERVICES PRIVATE LIMITED, have lawfully appointed DAMODAR ROPEWAYS & INFRA LTD (one of the Owners herein), as their lawfully constituted attorney by and under a registered Power of Attorney dated [●], registered in the office of [●] in Book No. [●], Volume No. [●], Pages from [●] to [●], having Deed No. [●] for the Year [●] and the copy of the said Power of Attorney is also handed over by the Owners herein to the Purchaser simultaneously with execution of this Deed.

OO) The Parties hereby confirm that they are executing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project;

PP) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms,

conditions and stipulations contained in this Deed and all Applicable Laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter; and

QQ) In accordance with the terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties, the Owners hereby execute this deed in favour of the Purchaser.

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

**SECTION I – DISCLOSURES, DISCLAIMER CONFIRMATION AND ACKNOWLEDGEMENT:**

1.1 At or before the execution of this Deed the Owners have provided to the Purchaser a certificate being the Report on Title of its Advocate and the Purchaser has satisfied himself/herself/itself as to;

- i) The title of the Owners,
- ii) Gone through the title deeds relating to the said Premises,
- iii) Satisfied himself/herself as to the legal ownership in respect of the said Premises and acknowledges that the Owners have a marketable title in respect thereof.
- iv) Has gone through the said Development Agreement dt. 22<sup>nd</sup> August 2014 and has fully understood the rights of the Developer.
- v) Inspected the plan sanctioned by the authorities concerned.
- vi) Acknowledges that the right of the Purchaser shall remain restrict to the said Apartment and the properties appurtenant thereto and that the Purchaser shall have no right over and in respect of the other parts and portions of the Project.

- vii) Acknowledges that the terms and conditions of this Deed are fair and reasonable,
- viii) Has obtained independent legal advice and the Advocates so appointed by the Purchaser has also caused necessary searches /investigation of title to be made.
- ix) Acknowledges that the said Project is going to be a very prestigious building in the city of Kolkata and as such the Purchasers agree to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- x) The Purchaser has gone through all the terms and conditions set out in this Deed and has understood their respective obligations and rights detailed herein.
- xi) The Purchaser hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.
- xii) The Purchaser has fully satisfied itself as to the carpet area comprised in the said Apartment and the Developer has delivered to the Purchaser copies of all title deeds including a copy of the plan sanctioned by Kolkata Municipal Corporation.
- xiii) The Purchaser is fully satisfied as to the structural stability of the said Building and Project.

**SECTION II – SALE AND TRANSFER:**

2.1 THAT in consideration of the said AFS dated..... AND in further consideration of a sum of Rs.....  
 (Rupees .....only) of the lawful money of the Union of India .well and truly paid by the Purchaser to the Sellers (the receipt whereof the Sellers doth hereby and also by the receipt hereunder written doth admit and acknowledge to have been received and of and from the payment of the same and every part thereof) the Sellers doth hereby sell transfer convey assure assign and grant **ALL THAT the**



**Apartment No.....on the.....floor of the Building situated at the said Premises (the said Premises more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written) containing carpet area of.....sq.ft. built up area of.....square feet and super built up area of .....square feet (be the same a little more or less), along with covered/open parking No..... admeasuring approximately.....square feet **TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Building and /or Project (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND TOGETFER WITH** the undivided proportionate share or interest in the land forming part of the said Premises appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereinafter written and hereinafter referred to as the said **APARTMENT** which is shown and delineated in the map or plan annexed hereto and bordered in **RED** thereon **Annexure-B)** forming part of the Owners' Allocation as defined in the said Development Agreement **TOGETHER WITH** the right to use the Common Areas installations and facilities in common with the other Co-Purchasers and the owners and the other lawful occupants of the Building and/or Project (more fully and particularly mentioned and described in the **THIRD SCHEDULE** (hereunder written) **BUT EXCEPTING AND RESERVING** such rights easements quasi-easements privileges reserved for any particular unit/ units and/or Association of Co-owners **AND TOGETHER WITH** all easements or quasi-easements and provisions in connection with the beneficial use and enjoyment of the said Apartment and the properties appurtenant Thereto, **TO HAVE AND TO HOLD** the said **APARTMENT** hereby sold transferred and conveyed and every part or parts or parts thereof unto and to the use of the Purchaser **SUBJECT TO THE** house rules and the restrictions (more fully and particularly mentioned and described in the **FIFTH SCHEDULE HEREUNDER WRITTEN)** **AND** also subject to Purchaser making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the **CAM CHARGES**) payable in respect of the Apartment and the properties appurtenant thereto (such Maintenance charges more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written).**

**2.2 AND** the Sellers and each one of them in discharge of their obligations under the said Development Agreement doth hereby sell transfer disclaim release relinquish and disclaim ALL THAT the undivided indivisible proportionate share in the land comprised in the said Premises attributable to the said Apartment (thereinafter referred to as the **UNDIVIDED SHARE) TO HOLD** (the said **UNDIVIDED SHARE** unto and to the Purchaser absolutely and forever.

### **SECTION – III**

**3. AND THE SELLERS AND THE DEVELOPER AND EACH ONE OF THEM HEREBY COVENANTS WITH THE PURCHASER as follows:**

a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the Sellers/Developer or executed or knowingly suffered to the contrary the Sellers are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Apartment and the properties appurtenant Thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Sellers now have in themselves good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Apartment and the properties appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.

c) **THAT** the said Apartment hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lispensens debuttar or trusts made or suffered by the Sellers/Developer or any person or persons having or lawfully or equitably claiming any

estate or interest therein through under or in trust for the Sellers/Developer.

- d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Apartment and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Sellers and/or the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) **THAT** the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Sellers and/or Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) **THAT** the Sellers and the Developer and all persons having or lawfully or equitably claiming any estate or interest in the said Apartment or any part thereof through under or in trust for the Sellers and/or Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Apartment and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) **THAT** the Sellers/Developer have/has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said **Apartment** hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

#### **SECTION IV – PURCHASER’S COVENANTS**

**4. AND THE PURCHASER HEREBY COVENANTS WITH THE SELLERS AND THE DEVELOPER as follows:**

- I. **THAT** the Purchaser and all other persons deriving title under him/her/it shall and will at all times hereafter shall observe the restrictions/ house rules regarding the use of the said Apartment and also the obligations set forth in the **FIFTH SCHEDULE** hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said Project.
  
- II. **THAT THE** Purchaser shall within three months from the date of execution of these presents at his/her cost shall apply for obtaining mutation of his/her name as the owner and until the **Apartment** is not separately assessed, the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the Building, as may be determined and fixed by the Sellers and/or or holding organization/ Association formed as the case may be without raising any objection whatsoever.
  
- III. **THAT** the Purchaser shall at all time from the date of execution / possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, if any, water tax, urban land tax, and other levies impositions and outgoings whether presently payable or which may become payable in future (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said Apartment and proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of such Rates and Taxes to the Sellers and

shall also pay based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year and upon appointment of the facility management company to such facility management company or holding organization.

## **SECTION V – OTHER COVENANTS**

### **5. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND AMONG THE PARTIES HERETO as follows:**

I. **THAT** the Undivided share in the said Premises attributable to the said **Apartment** and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said **Apartment** shall always remain impartible.

II. **THE** right of the Purchaser shall remain restricted to the said **Apartment** and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the Building.

III. **THE** said Building constructed at the said Premises shall always be known as "Victoria Vistas".

IV. The Purchaser shall observe all rules and regulations and maintain the decency of the said Building and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other owners and occupiers of the said Project and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the **CAM CHARGES**).

V. The Purchaser shall obtain separate electricity meter for the said **Apartment** in its/his/her name

at his/her/its own cost /expenses and the Developer shall offer the necessary assistance. The **PURCHASER** agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

- VI. That subject to the provisions of this Deed, the interest which the Sellers do hereby profess to transfer subsists and that the Sellers have full right , power and absolute authority to grant, sell transfer, convey, assign and assure the Apartment unto the Purchaser and the Common Areas unto the Association;
- VII. That subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, it shall be lawful for the Purchaser, from time to time and at all times hereafter, to enter into and to hold and enjoy the Apartment and/or every part thereof and to receive rents, issues and profits thereof without any interruption, distribution, claim or demand whatsoever from or by the Sellers or the Promoter of any person or persons claiming through, under or in trust for any of them; and
- VIII. That the Promoter and the Owners shall, subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchaser, make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further, better or more perfectly and absolutely assuring the Apartment unto the Purchaser and the Common Areas unto the Association.

6. **THE PURCHASER, WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER'S HANDS THE**

**APARTMENT MAY COME, AND THE ASSOCIATION (AS APPLICABLE) HEREBY COVENANT AND AGREE WITH THE OWNERS AND THE PROMOTER AS FOLLOWS:**

- i) That the Sellers [have already given the delivery of vacant, peaceful, satisfactory and acceptable possession of the apartment on ...../ shall simultaneously with the execution of this deed give delivery of vacant, peaceful, satisfactory and acceptable possession of the Apartment] hereinafter referred to as the “**Possession Date**”) to the Purchaser, which the Purchaser hereby admits, acknowledges and accepts;
  
- II) That the Purchaser shall observe, perform and fulfill the covenants, stipulations, restrictions and obligations required to be performed by the Purchaser herein, including but not limited to those mentioned in the **Fifth Schedule** hereunder written;
  
- III) That the Purchaser’s right at all times shall be limited to the Apartment and the Association’s right at all times shall be limited to the Common Areas;
  
- IV) That the Association hereby grants to the Purchaser, the right to use the Common Areas in common with the other Co-Buyers and/or Co-Occupiers of the Project; provided that, since the share/interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other Co-Buyers and/or Co-Occupiers of the Project, without causing any inconvenience or hindrance to them;
  
- V) That, on and from the Possession Date, the Purchaser shall at all times make timely payment of the proportionate expenses relating to [●] (“**Common Charges and Expenses**”) to the Sellers or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Sellers or the Association, as the case may be, shall be entitled to take such action as it may deem fit;

- VI) That the Common Charges and expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Sellers or the Association, as the case be, from time to time in this regard;
- VII) That the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Sellers or the Association, as the case may be, and performance by the Purchaser of all his/her/its obligations in respect of the terms and conditions specified by the Sellers or the Association, as the case may be, from time to time;
- VIII) That the Purchaser shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits , assessments, together with interest thereon sand all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal tax, rates, levies surcharges and other outgoings, the Purchaser shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment to the Sellers or the Association, as the case may be. Further, on and from the Possession Date, the Purchaser shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Sellers or the Association, as the case may be, such bills being conclusive proof of the liability of the Purchaser in respect thereof;
- IX) That the Purchaser shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Owners and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owners and/or the Promoter due to non-fulfillment and/or non-observance of this obligations by the Purchaser.
- X) That the Apartment along with the right to use the parking area shall be treated as a single indivisible unit for all purposes;



- XI) That the Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies) with respect to the Apartment;
- XII) That the Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter or the Association;
- XIII) That wherever in this Deed it is stipulated that the Purchaser has to make any payment, in common with other Co-Buyers in the project, the same shall be in the proportion which the carpet Area of the Apartment bears to the total carpet area of all the apartments in the Project;
- XIV) That the Purchaser and the Association have granted and shall be deemed to have granted to the Promoter, the Owners and the co-Buyers and/or Co-Occupiers of the Project and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- XV) That the Purchaser shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Purchaser shall use the garage or parking space only for the purpose of keeping or parking vehicles;
- XVI) That the Purchaser and the Association agree that the Promoter and the Sellers, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out, electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project, and the Purchaser agrees to permit the Promoter and the Sellers and the Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect; and
- XVII) That the Purchaser hereby accepts, confirms and declares that the covenants of the Purchaser as contained in this Deed shall (A) run perpetually; and (B) bind the Purchaser and

his/her successors-in-title or interest and that the Purchaser shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Deed.

7. **DEFECT LIABILITY**

- I) 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 Deed relating to the Apartment, is brought to the notice of the Promoter by the Purchaser, within a period of (5) years, from the date of expiry of two (2) months from receipt by the Promoter of the completion certificate or the occupancy certificate, as the case maybe, the Promoter shall be responsible to rectify such defects in the manner specified under Applicable Laws. Provided that, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser or any authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter. Provided further that, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.
- II) Notwithstanding anything stated hereinabove, the Promoter shall not be liable for defects pertaining to the following:
  - a) Equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period;
  - b) Fittings related to plumbing, sanitary, electrical, hardware, etc, having natural wear and tear;
  - c) Allowable structural and other deformations including expansion quotient; and

- d) Works such as painting, which are subject to wear and tear.
- III) In no event shall the Owners be held liable under this Clause 7 of this Deed or any part thereof.

8. **ASSOCIATION & COMMON AREAS**

- i) The Purchaser hereby further agrees and acknowledges that he/it shall be incumbent upon the Purchaser to join the Association as a member (If it/he has not already done so) and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Purchaser shall pay their necessary subscription and/or membership amounts, together with the proportionate costs and expenses for transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Purchaser hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Purchaser shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.
- ii) Each unit in the Project shall represent one (1) share, irrespective of the number of persons owning such unit. Further, in the event a unit is owned by more than one (1) person, then the person whose name first appears in the nomenclature of this Deed as the purchaser shall only be entitled to become a member of the Association. In the event that the Purchaser is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Purchaser shall not be entitled to become a member of the Association.
- iii) The Purchaser hereby agrees and acknowledges that Promoter, has handed over, or shall hand over, the Common Areas, together with the relevant

documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable laws (hereinafter referred to as the “**Handover Date**”). Save as provided herein, on and from the handover Date, the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations, etc., as may from time to time have been procured/obtained/entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter and the Sellers shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Purchaser and the Association shall, jointly and severally, keep each of the Owners and the Promoter fully safe, harmless and indemnified in respect thereof.

- iv) The Purchaser acknowledges that as of the day of this Deed, the non-interest bearing security deposit of INR.....(Indian rupees.....) which was deposited with the Sellers by the Purchaser has been pooled into a corpus deposit (“**Corpus Deposit**”). The Purchaser further and acknowledges that such Corpus Deposit, has been or shall be ,handed over to the Promoter/ Association by the Sellers, without any interest, after adjusting /deducting there from all amounts then remaining due and payable by the Purchaser and the several Co-Buyers of the Project to the Sellers together with interest thereon. Such amount(s) if any, thus transferred shall be held by the Promoter/ Association on behalf of and on account of the Purchaser and the several Co-Buyers of the Project *inter alia* as a sinking fund. The Purchaser undertakes to make good and pay to the Promoter/ Association all such amounts that, have been or may be ,deducted/adjusted as

aforesaid by the Sellers as due and payable by the Purchaser and/or to replenish any shortfalls caused on account of the Purchaser. Further, it is hereby agreed that the Sellers shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments or otherwise after the handover of the Corpus Deposit by the Sellers to the Promoter/ Association and the Purchaser and the Promoter/ Association shall jointly and severally keep the Sellers indemnified for the same.

- v) In case of failure of the Purchaser to pay the Common Charges and Expenses on or before the due date, the Purchaser authorizes the Sellers or the Promoter/ Association, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. The Purchaser hereby agrees and undertakes to bear all taxes that may be levied on the Sellers on account of making such adjustments and/or on account of the Sellers transferring/handing over the Corpus Deposit to the Promoter/ Association. On any such adjustments being made from the Corpus Deposit, the Purchaser hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Promoter/ Association with respect thereto.
- vi) The Sellers and/ or Promoter and/or the Association, as the case may be, shall be entitled to invest the Corpus Deposit in such securities and in such manner as the Sellers and/or the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project and such payment towards the Corpus Deposit shall not absolve the Purchaser of its obligation to pay the applicable maintenance charges in terms of this Deed.
- vii) The Purchaser acknowledges that it/he/she shall be bound by the rules and regulations which may be

framed in relation to maintenance and management of the building and/or the Project by the Promoter and/ or the Sellers and/ or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.

- viii) The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and condition of the common services thus affecting right of the Co-Buyers and/or Co-Occupiers in the project.
  
- ix) Further, the Purchaser agrees and undertakes to pay all necessary deposit/charges to the Sellers or the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/authorities or other entities, each as may be determined by the Sellers or the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Sellers or the Promoter or the Association, as the case may be.
  
- x) Without prejudice to the rights available under this Deed, in the event that any amount payable to the Sellers or Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Sellers or the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

- i) It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

10. **WAIVER & RIGHTS**

Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Each of the rights of the respective Parties herein are independent, cumulative and without prejudice to all other rights available to them

11 **SEVERAABILITY.**

- i) If the provision of this deed shall be determined to be void or unenforceable under Applicable laws, such provisions of the deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the Act or the rules and regulations made there under or under Applicable Laws, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

12. **STAMP DUTY & REGISTRATION**

The charges towards stamp duty and registration of the Deed shall be borne by the Purchaser.

13. **GOVERNING LAW**

That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in

accordance with Applicable laws for the time being in force and courts at Kolkata shall have jurisdiction for this Deed.

**FIRST SCHEDULE**

**SAID LAND (PREMISES)**

**PART I - FREEHOLD PROPERTY**

ALL THAT brick built messuages tenements hereditaments buildings outhouses structures and premises having a build up area of 2880 square feet together with the piece and parcel of land or ground thereto belonging whereon or on parts whereof the same are erected and built containing by estimation an area of 02 bighas 05 cottahs 07 chittacks and 34 square feet more or less situate lying at and being a portion of the western part of Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road abutting Goaltuli Road now Turf Road (formerly premises No. 14A, Debendra Lal Khan Road) Police Station- Bhowanipore within Ward No. 71 of Kolkata Municipal Corporation, Sub Registration Office Alipore in the District of South 24 Parganas (formerly 24 Parganas) and butted and bounded as follows:

ON THE NORTH	:	By Premises No. 12, D. L. Khan Road
ON THE SOUTH	:	By Premises No. 16, D. L. Khan Road
ON THE EAST	:	By Turf Road (formerly Goaltuli Road)
ON THE WEST	:	By the remaining portion of 14A, D. L. Khan Road (being the leasehold property as hereinafter appearing).

**PART II - LEASEHOLD PROPERTY**

**ALL THAT** the piece and parcel of land hereditaments and premises having a built up area of 3960 square feet together with the piece and parcel of land measuring 5 Cottahs 8 Chittacks (more or less) situate lying at and being the remaining portion on the western portion of Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal Khan Road, Police station-Bhowanipore, Kolkata within Ward No. 71 of the Kolkata Municipal Corporation Sub Registration Office Alipore, District South 24 Parganas and butted and bounded as follows:

ON THE NORTH	:	By lands of Kolkata Municipal Corporation
ON THE SOUTH	:	By lands of Kolkata Municipal Corporation
ON THE EAST	:	By the freehold property described in Part I



ON THE WEST : By D. L. Khan Road

### **PART - III – THE SAID PREMISES**

**ALL THAT** brick built messuages tenements hereditaments buildings outhouses structures and premises situate ying at and being Municipal Premises No. 14A, Dr. Jana Chandra Ghosh Sarani formerly known as Debendra Lal khan RoaD, Kolkata- 700 025, P.S. Bhowanipore containing in aggregate an area of 02 bighas 10 cottahs 15 chittacks and 34 sq.ft. (more or less) together with all structures standing thereon under ward no. 71 within the limits of Kolkata Municipal Corporation and butted and bounded in the manner following:

ON THE NORTH : By Premises no. 12, D. L. Khan Road, and y the land of Kolkata Municipal Corporation

ON THE SOUTH : By Premises No. 16, D. L. Khan Road, and by the land of Kolkata Municipal Corporation

ON THE EAST : By Turf Road

ON THE WEST : By D. L. Khan Road

### **SECOND SCHEDULE**

#### **(APARTMENT)**

**ALL THAT** Apartment No. ....on..... floor of the Building No. ....having carpet area of .....square feet, built up area of .....square feet and super built up area of .....square feet, comprised of .....Bedroom, .....Kitchen,.....Bathroom, living cum dining,.....verandah, open terrace admeasuring about.....and.....servant quarters.

#### **PARKING SPACE**

.....four-wheeler covered / open / mechanical parking No. ....admeasuring approximately .....square feet.

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

#### **(COMMON AREA, PARTS AND PORTIONS)**

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways,

2. Drains and sewers from the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the Properties.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Properties.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the Properties including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the properties.
11. Generator its installations and its allied accessories and room.
12. Lifts, Lift wells and their accessories installations and spaces required therefore.
13. Fire Fighting equipment.
14. Such other common parts areas including gym, banquet hall, swimming pool, indoor games room bar-b-q area, equipments installations fixtures fittings covered and open space in or about the said properties and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

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

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the said Apartment and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the aforesaid holding organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Apartment and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Apartment as usually are or ought to be.

3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstalling any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the premises.
7. Insuring any risks.
8. Clearing as necessary the external walls and windows (not forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halts passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Premises and providing such additional lighting apparatus as the Lessor may think fit.
11. Maintaining and operating the lifts.
12. The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.
13. providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any unit.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with

the development or any part thereof so far as the same is not the liability of any individual owner of any unit.

16. Generally managing and administering the development and protecting the amenities in the Building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the unit.
17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the Building excepting those which are the responsibility of the Seller/occupier of the Apartment.
19. The Purchase maintenance renewal and insurance of equipment as the Sellers may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the facility management company/holding organization it is reasonable to provide.
22. Such time to be fixed annually as shall be estimated by the holding organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

#### **THE FIFTH SCHEDULE ABOVE REFERRED TO**

#### **TERMS, CONDITIONS, COVENANTS STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE ALLOTTEE AND/OR OCCUPIERS OF THE APARTMENT**

The terms, conditions, stipulations, obligations and restrictions that the Allottee and all persons into whatsoever's hands the Apartment may come, are bound to adhere to and observe, include but are not limited to, the following:

1. That the Allottee agrees and acknowledges that basements and service areas located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tank, pump room, maintenance and service rooms, fire fighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the services areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Owners and/or the Association, as the case may be, for rendering maintenance services;
2. The Allottee shall cooperate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter and/or the Owners and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building and the Project and shall abide by the directions and decisions of the Promoter and/or the Owners and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project;
3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter and/or the Owners and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the Promoter or the Owners or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment<sup>5</sup> of the Building and/or the Project, that has been caused by the negligence and/or willful act of the Allottee and/or any occupier of the Apartment and /or family members, guests or servants of the Allottee or such other occupiers of the apartment;
5. That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable

Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

6. That the Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Owners to the Allottee and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
7. That the Allottee shall not put any sign-board / name-plate. Neon light, publicity material or advertisement material etc. on the face /façade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
8. That the Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design;
9. That the Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the concerned locals or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
11. That the Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, not at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any

part there, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parrdis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Owners and/or the Association;

12. That the Allottee shall not do or permit to be done any actor thing which may render void or voidable any Insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or wherby any increased premium shall become payable in respect of the Insurance.
13. That the Allottee shall not through dirt , rubbish, rags, garbage or other effuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Allottee shall pay to the Sellers, as the case may be, within15 (fifteen) days of demand by the Sellers, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the building in which the Apartment is situated;
15. That the Allottee shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is sold;
16. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as maybe necessary from time to time for safeguarding the mutual interests of the Sellers and other Co-Buyers and/or Co-Occupiers of the Project;
17. That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
18. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Sellers or to the other Co-Buyers and/or Co-Occupiers of the

Project. The main electric meter shall be installed only at the common meter space in the building or project, as the case may be. The Allottee 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 project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Sellers or the Association, as the case may be;

19. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Sellers or the Association, as the case may be, of the tenant's/transferee's details, including address and telephone number;
20. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
21. That the Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
22. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
23. That the Allottee shall not install grills, the design of which has not been suggested and/or approved by the Promoter or the Sellers or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building
24. That the Allottee shall not build, erect or put down the Common Areas any item of any nature whatsoever;
25. That the Allottee shall not obstruct and/or block any pathways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
26. That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;
27. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;



28. That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
29. That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two-wheelers or raise any kucha or pacca construction, grided wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
30. That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
31. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
32. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
33. That te Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
34. [That the Allottee shall not use the name/mark of the Promoter or the Sellers in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter or the Sellers and shall further be liable for prosecution for use of such mark of the Promoter or the Sellers;]
35. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
36. That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;

37. That the Allottee shall not install or keep or run any generator in the Apartment and the garage, if any;
38. That the Allottee shall not smoke in public places inside the Project which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
39. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
40. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
41. That the Allottee shall not use the elevators in case of fire;
42. That the Allottee agrees and acknowledges that the Promoter and the Sellers and the Association shall be entitled to put up any neon sign, hoardings and other display materials or any part or portion of the Common Areas;
43. That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Sellers and/or the Association, as the case may be;
44. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
45. That the Allottee shall remain fully responsible for any domestic help or drivers employed by the Allottee and any pets kept by the Allottee;

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

**SIGNED AND DELIVERED BY THE SELLERS**

At Kolkata in the presence of

**SIGNED AND DELIVERED BY THE OWNERS**

At Kolkata in the presence of

**SIGNED AND DELIVERED BY THE PURCHASER**

At Kolkata in the presence of