

1 **Date:**_____

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

3 **Parties:**

3.1 **Owner/Promoter:** ELITA GARDEN VISTA PROJECT PRIVATE LIMITED (PAN: AAECM6775H), a Company incorporated under the Companies Act, 1956, having its registered office at 3/1 Dr. U. N. Brahmachari Street, Kolkata 700017, P.S. Shakespeare Sarani, P.O. Circus Avenue, represented by its authorized signatory _____ (PAN:.....) (Aadhar No. _____), son of _____, by occupation Business, faith Hindu, Citizen of India, working for gain at 3/1 Dr. U. N. Brahmachari Street, Kolkata 700017, P.S. Shakespeare Sarani, P.O. Circus Avenue of the **FIRST PART;**

3.2 **Allottee: Mr.** _____ (PAN: _____) son of Mr. _____, by occupation Service, faith Hindu, Citizen of India, residing at _____, P.O. _____, P. S. _____, Kolkata – 700 0____, of the **SECOND PART.**

3.3 The terms Owner/Promoter and Allottee shall include their respective successors-in-interest and all persons claiming under or through them.

3.4 The terms Owner/Promoter shall mean the Transferor.

4. Background:

4.1 Whereas the First Party herein is the absolute and lawful owner of the property more fully described in **Part – I** of the **Schedule A** hereto which was purchased by the Owner vide two deed of conveyance as detailed in the Devolution of Title (hereinafter referred to as “the **Total Land**”). Out of the Total Land, 93,983.856 sq. metre of land more fully described in **Part II** of **Schedule A** and demarcated in red on the plan attached hereto and marked as **Annexure I**, will be used for the Residential Project (hereinafter referred to as the “**Whole Project Land**”) and the balance land measuring 5,999.144 sq. metre more or less, shall be developed by the Owner/Promoter for providing Communal Facilities such as shops, offices, outlets service business, commercial establishments, serviced apartments, banquet halls etc. as may be decided by the Owner/Promoter in its sole discretion (hereinafter referred to as the “**Communal Facility Land**”), more fully and particularly mentioned in **Part IV** of **Schedule-A**, hereinafter referred to as the “said premises” and the chain of title, Ownership detail more fully and particularly mentioned in **Schedule-B** appearing in this deed.

4.2 The Whole Project Land is intended for the purpose of development of a residential complex thereon, presently named as “**Elita Garden Vista**”, consisting

of two phases Phase I and Phase II .

1. Phase I consist of 8 blocks namely 1, 2, 3, 4, 5, 14, 15 & 16 comprises of 688 apartments, covered and open car parking spaces.
 2. **Phase - II** consisting of **8** blocks namely **6, 7, 8, 9, 10, 11, 12 & 13** comprises of 823 apartments, 704 covered and 532 open car parking spaces.
 3. Communal Facilities Land will be developed in later stage.
 4. The Promoter/Owner has already completed construction of the Phase I of the Whole Project in terms of the Plan and has obtained Blockwise Occupancy/Completion Certificate from New Town Kolkata Development Authority in respect of Phase I.
 5. The Promoter/Owner has commenced construction of the Phase II of the Project from 26.08.2015 (“the said Project”) which will be the second phase of development of the whole Project on the portion of land. As physical demarcation shown in the Plan enclosed herewith and marked as Annecure I out of the Whole Project Land (“Phase Land”), however, undivided proportionate share of Whole Project Land is sold to the Phase I Apartment Owners and the balance undivided share of Whole Project Land will be distributed amongst the Phase II Apartment Owners the same is more particularly mentioned and described in **Part III** of the **Schedule A** hereto.
- 4.3 The Owner/Promoter has duly intimated the New Town Kolkata Development Authority about commencement of construction of its Phase II of the project “Elita Garden Vista” vide its commencement letter dated 26.08.2015.
- 4.4 The Promoter/Owner has obtained the final layout plan, sanctioned plan, specifications and approvals for the Whole Project comprised of Phase I and Phase II and the apartment or buildings thereon, as the case may be, from the West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO) vide letter ref. 233D/HIDCO/ED (EM)/53BP dated 10th September, 2007. Subsequently the Promoter/Owner has incorporated certain changes in the Phase II area of the said plans and got it re-sanctioned from New Town Kolkata Development Authority vide their Letter reference no. RIIE4000120150813 dated 20th August, 2015 and the New Town Kolkata Development Authority (NKDA) has granted Occupancy/Block Wise Completion Certificate for the _____ Block.
- 4.5 By a Sale Agreement morefully mentioned in **Part I** of **Schedule-C** the Owner/Promoter have sold one Residential Apartment at Block _____ of Phase II of Elita Garden Vista more fully described in the **Part II** of **Schedule-C**, written hereunder, hereinafter referred to as the “**Said Unit**” to the Allottee herein, and by executing and registering this deed of conveyance the Owner/Promoter is conveying /transferring the “**Said Unit**” in favour of the Allottee.

4.6 **Car Parking Space** – For better understanding, management and discipline amongst the apartment owners/occupiers of the said Residential Complex, the Promoter has earmarked and allotted the car parking space, to those allottees who have applied for the same. The details of the same if allotted are more fully described in the **Part II of Schedule–C**, and as per the plan annexed hereto, against apartment purchased by the Allottee to facilitate the parking of medium size road worthy passenger car therein.

5. Interpretations:

5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee’s respective Apartment, which will also include proportionate area of the total common area.

5.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.

5.3 Masculine gender shall include feminine and neuter genders and vice versa.

5.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.

5.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed.

6. Subject Matter of Sale/Transfer: more fully described in **Part II of Schedule-C**.

7. Now this Indenture witnesses:

7.1 Transfer:

7.1.1 In consideration of payment for a total amount, more fully described in **Schedule-D**, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Promoter herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owner and Promoter (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT an Apartment with facility to park medium size road worthy passenger car/s in the allotted car parking space, if allotted, hereinafter referred to as the **Said Unit** and forming part and parcel thereof, more fully described in the **Part II of Schedule C**, together with proportionate variable, undivided, indivisible share of Whole Project Land and attributable to the said Apartment/Unit, and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Unit **TO HAVE AND TO HOLD** the said Unit, unto the Allottee herein absolutely and forever free from all encumbrances, trusts, liens,

quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Unit, belonging to and held by the Allottee for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferors, the Allottee shall have every right to sell, gift, lease and transfer the same.

7.1.2 Right to use the common area of the said Residential Complex more fully described in **Schedule-E** (Share of Common area), are all comprised in and/or being part or portions of the said Premises and/or the said Residential Complex, including the common facilities and amenities provided thereat.

7.1.3 The aforesaid sale and transfer is and subject to the rights of the Allottee more fully described in **Part IV** of **Schedule-E** and further subject to conditions and covenants more fully described in **Schedule -F**, which shall be covenants running with the said Unit.

7.2. **Covenants of the Allottee:**

7.2.1 The Allottee subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule – F** and obligations described in **Schedule G**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.

7.2.3 The Allottee has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.

7.2.4 Upon execution of this conveyance deed, the Allottee, subject to the warranty mentioned in clause 7.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Owner and Promoter.

7.3 **Covenants and Rights of Transferors:**

7.3.1 The Transferor confirm that the title to the Premises is marketable and free from all encumbrances and the Transferor has good right, full power and absolute authority to sell, transfer and convey the said Apartment, as mentioned in **Part II** of **Schedule -C**.

7.3.2 That at the costs and requests of Allottee, the Transferor shall do all such acts and execute all documents as may be required for more perfectly assuring the said Unit unto and/or in favour of the Allottee and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible

force.

- 7.3.3 The Promoter shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar year from the date of Occupancy Certificate for the respective Block, issued by the NKDA.

It is clarified that the above said responsibility of the Transferors shall not cover defects, damage, or malfunction resulting from (a) misuse (b) modifications or repairs done by the Allottee or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

- 7.3.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all open/covered car parking spaces, save and except those allotted to the Allottee, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Residential Complex 'Elita Garden Vista', at such consideration or in such manner as thought deemed fit and proper.

- 7.3.5 The Promoter reserve its right for development in future adjoining/ neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the said Residential Complex and/or to the said premises.

- 7.3.6 The Owner and the Promoter shall transfer the common areas of the project to the

Association of the Allottees when the same being formed and registered. The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

8. Possession:

Simultaneously upon execution of this conveyance deed, the Promoter have handed over possession of the said Apartment along with the car parking space, if allotted as per the plan annexed hereto, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Apartment against the Transferor.

SCHEDULE - A

PART I

(TOTAL LAND)

ALL THAT piece and parcel of land measuring about 99,983 sq metre/cottahs more or less being Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area, IIIE, New Town, Kolkata, Police Station New Town, Vill & P.O. Akandakeshari, District N 24 Parganas presently in the Panchayat area and butted and bounded as follows:

On the East : Peripheral Canal

On the West : 15M WIDE GREEN VERGE and 48 M. WIDE ROAD thereafter

On the North : 48 M. WIDE ROAD and Peripheral Canal

On the South : Plot N. 111E/5 and Park/Play Ground

PART II

WHOLE PROJECT LAND

ALL THAT piece and parcel of land (demarcated in red on the plan attached hereto and marked as Annexure I) measuring about 93,983.856 sq metre more or less consisting of both Phase I and Phase II being Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area, IIIE, New Town, Kolkata, Police Station New Town, Vill & P.O. Akandakeshari. District N 24 Parganas presently in the Panchayat area.

PART III
(PHASE II LAND)

ALL THAT piece and parcel of land (demarcated in green on the plan attached hereto and marked as Annexure I) measuring about 47,926 sq metre more or less undivided proportionate land consisting of Phase II being Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area, IIIE, New Town, Kolkata, Police Station New Town, Vill & P.O. Akandakeshari. District N 24 Parganas presently in the Panchayat area.

PART IV
COMMUNAL FACILITY LAND

ALL THAT piece and parcel of land (demarcated on the plan attached hereto and marked as Annexure I) measuring about 5,999.144 sq metre/cottahs more or less being Premises No. IIIE-0004, Plot Nos. IIIE-4 and IIIE-4/1, Action Area, IIIE, New Town, Kolkata, Police Station New Town, Vill & P.O. Akandakeshari. District N 24 Parganas presently in the Panchayat.

Schedule-B
(DEVOLUTION OF TITLE)

A. By an Indenture of Sale dated the 22nd of February, 2007 made between West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCL) and Magus Bengal Developers Pvt. Ltd. (subsequently known as Keppel Magus Development Private Limited and now known as Elita Garden Vista Project Private Limited) and registered in the office of Additional District Sub-Registrar Bidhannagar (Salt Lake City) in Book No. I Volume No. 59, Pages No. 117 to 126, Being No. 00945 for the year 2007. WBHIDCL sold and transferred to Magus Bengal Developers Pvt. Ltd. the piece and parcel of land measuring about 48,573.66 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4/1 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, P.S. Rajarhat District: North 24 Parganas at or for the consideration therein mentioned and on the terms and conditions therein mentioned and thus, the Owner/Promoter herein became the sole and

absolute owner of all that piece and parcel of land measuring about 48,573.66 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4/1 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata.

B. By an Indenture of Sale dated the 20th of March, 2007 made between West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCL) and Magus Bengal Developers Pvt. Ltd. (subsequently known as Keppel Magus Development Private Limited and now known as Elita Garden Vista Project Private Limited) and registered in the office of Additional District Sub-Registrar, Bidhannagar (Salt Lake City) In Book No. 1, Volume No. 94, Pages No. 70 to 80, Being No. 1518 for the year 2007. WBHIDCL sold and transferred to Magus Bengal Developers Private Ltd. the piece and parcel of land measuring about 51,409.34 Sq. Metre more or less being Premises No. (Erstwhile plot No. 111E-4 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, P.S. Rajarhat, District North 24 Parganas at or for the consideration therein mentioned and on the terms and conditions therein mentioned and thus, the Owner/Promoter herein became the sole and absolute owner of all that piece and parcel of land measuring about 51,409.34 Sq. Metre more or less being Premises No. (Erstwhile plot No.111E/4 in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata.

The Owner/Promoter is in possession of and entitled to the land measuring 48,573.66 Sq. Metre more or less and land measuring about 51,409.34 Sq. Metres more or less both aggregating to 99,983 Sq. Metre at Premises No. (Erstwhile plot No. 111E-4/1 and 111E-4 .in Block No.) in Street No. 48 M. WIDE ROAD situated in New Town, Kolkata (hereinafter called “**the Total Land**”) more fully described in the **Part I** of **Schedule A** hereunder written.

SCHEDULE – C
Part I
(Sale Agreement)

The Owner and the Promoter have entered into a Sale Agreement on _____ with the Allottee herein for sale/allotment of a Residential Apartment more fully described in the **Part II** of the **Schedule C**.

**Part II
(SAID UNIT)**

An apartment bearing no. _____ on the _____ floor in the _____ block/ wing of Phase II of the residential complex ‘**ELITA GARDEN VISTA**’ to be constructed in the Schedule A Property, having a carpet area of _____ sq.ft., balcony area of _____ sq.ft. Corresponding super built up area of 1588 square feet (1215 sq. Ft. built up area) And open to sky terrace carpet area of _____ sq.ft. shown in the floor plan annexed and marked as Annexure I along with an undivided proportionate share of land mentioned in Part III of the First Schedule hereinabove together with the right of use of the common facilities, driveways, amenities in the residential part of the project shown in the Map annexed hereto and marked with the letter “A” and together with right to park in car parking spaces as mentioned below.

Car parking spaces:

Car Park	Covered/Open
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**SCHEDULE - D
(Consideration)**

Price for the Said Unit detailed above	Rs. xxxxxxxxx
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Price for car parking detailed above	Rs. xxxxxxxxx
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Total:	Rs. xxxxxxxxx =====
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(Rupees) only.

SCHEDULE - E

PART – I

Common areas and Utilities in the said Project

Open Spaces: - All green spaces and recreational facilities located therein with all trees, shrubs, planter areas etc in the residential complex.

Internal Roads:- Inside roads finished with bitumen including pathways (concrete/paver blocks etc).

Drainage & Sewerage:-Underground Sewerage network and storm water drainage network. Also shall include sewage treatment plant and substations, except substation that must be handed over to the concerned authority.

Water Supply: Pipe lines network, overhead storage tanks, underground reservoirs and water treatment plant/s.

Boundary Wall:- All boundary walls in the residential complex.

Back up Power Supply:-Diesel Generators supplying to common areas.

Podium:-Podium and all the recreational facilities located therein.

Club House:- The building, structures, amenities, facilities, equipment provided in the gym, yoga/aerobics room, multi-purpose hall, games room, sauna etc.

Intercom, CCTV, Access card & Vehicle Barrier including Proximity Card Systems:-
Intercom, CCTV, Access card and vehicle barrier including Proximity Card systems within the residential complex.

Fire Protection: Fire protection system provided in common areas.

Lighting: -All lighting within common areas and electrical fittings and fixtures within common areas.

Transformers:- All transformers for supplying power to the buildings.

PART – II

(The Common areas and Utilities for the residential block)

- (a) The foundations, columns, beams, support, main walls, roofs, corridors, lobbies, staircases of the building in the residential complex.
- (b) Electrical meter room provided for installations of meter(s) on the ground floor.
- (c) Lift and Lift machine room in the building.
- (d) Overhead water tanks.
- (e) Common Roof terrace.
- (f) Driveway in the complex.
- (g) All lighting fixtures at lift lobby.
- (h) Windows/doors/grilles and all other fittings in the common areas of the Building.

Part III

(“**Recreation Facilities**” referred to herein above)

- 1. Main Entrance Rotunda;
- 2. Entrance gate with project signage;
- 3. Screen tree;
- 4. Main entrance water feature;
- 5. Entry plaza with sculpture;
- 6. Party plaza;
- 7. Exercise plaza;
- 8. Jogging path;
- 9. Resting corner / Meditation walk with trellis;

10. Aroma garden (5 sense garden);
11. BBQ CORNER;
12. Children play ground;
13. Water stream with GFRC rock;
14. Sculpture patlo;
15. Multi purpose plaza;
16. Drop-off;
17. Club House;
18. Pool deck;
19. Party lawn;
20. Resting pavilion;
21. Swimming pool;
22. Children's pool with play equipment and shooting gazers;
23. Timber deck/ sun deck;
24. Senior citizen resting corner;
25. Foot reflexology area;
26. Tea corner;
27. Mini cricket field;
28. Tennis court;
29. Pedestrian entrance;

- 1 Nothing herein shall affect the right of the Owner and Promoter to grant exclusive rights for enjoyment of any part of the premises and Residential Complex to any person and /or company/firm to retain the same, so long as the right of ingress and egress and enjoyment of the common utilities of the Allottees are not obstructed.
2. It is clarified that notwithstanding anything contained elsewhere herein, all pipes, cables and drains, exclusive to or in any of the Apartments, shall not be deemed to comprise in the Common Portion.

Part IV (Easement & Restrictions)

All Apartment owners/occupants of the said Residential Complex including the Owner and Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including

connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.

- 3 The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in **Schedule – F**.
5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
6. The Allottees/occupiers of the said Apartment shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

Part V

(“common expenses” referred to hereinabove)

- 1) All Costs of maintenance operation/repairs, replacement/services and white washing/painting, cleaning, rebuilding, reconstructing, decorating and renewal of all common areas / parts in the residential complex and the fixtures, fittings, electrical wirings and equipment in under upon of the said building enjoyment and used in common by the occupiers of the said building and also in the common portion of the residential complex.
- 2) Salaries and other expenses incurred for and payable to any person employed for common purposes including Security, Electrician, Maintenance, Plumber etc and Administration of the building/ Administration of the common portion of the Residential complex including Clerks, Accountants, property managers etc.
- 3) Insurance premium for insuring the building containing said flat/unit against earthquake, damages, fire, lightning, civil commotion etc. and for public liability and equipment at common areas.
- 4) Expenses for supplies of common utilities, electricity, water charges etc. payable to any concerned authorities and/or organizations and payment of all charges incidental thereto.
- 5) Municipal and other Rates and Taxes and levies and all other outgoings pertaining to the common areas within the said Project, save those which would be separately assessed and/or incurred in respect of any unit or portion of land.

- 6) Costs and Establishment and Operational charges of the Association of Apartment Owners relating to common purposes in the building and also relating to common purposes of the common areas of the residential complex.
- 7) Administering the Managing Agent staff and complying with all relevant statute and regulations and orders thereunder and employing suitable persons or company to deal with these matters.
- 8) Electricity expenses for lighting the common areas, outer walls of the building, parking spaces and for operation of all the common areas of the building and also all common areas in the residential complex.
- 9) Operational and Maintenance costs of Intercom, CCTV, Access Card, Vehicle barrier including Proximity Card System within the residential complex.
- 10) Cleaning as necessary of the common areas in the residential complex.
- 11) Maintenance of the gym room/equipment, aerobics/yoga room, multi- purpose hall, swimming pool, reading room, sauna etc.
- 12) Maintenance and operating of the lifts.
- 13) Providing and arranging for the emptying and removal of garbage.
- 14) Operational expenses related to the Management and Administration of the development.
- 15) Abating any nuisance and executing such works as may be necessary for compliance of any requirement or statute with any notice served by the authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to Apartment of any individual lessee of any apartment.
- 16) All such other expenses and outgoings as are deemed by the Managing Agent appointed by the Association of Apartment Owners and deemed to be necessary for or incidental thereto.
- 17) Costs for engagement of term contractors for the maintenance, operations and all other required works for the common areas and property.

Schedule F

(Conditions & Covenants)

1. The Promoter/Owner/Association of Apartment Owners shall appoint a Managing Agent, which shall manage and control the affairs of the said Project. The Allottee shall not object to the appointment of such Managing Agent by the Promoter/Owner/Association of Apartment Owners.

2. The West Bengal State Electricity Distribution Company Limited (WBSEDCL)/ *NTSECL* shall provide for the supply of bulk electrical energy to the said Project and will carry out meter reading and billing to individual units. In the interim the Managing Agent/ Association of Apartment Owners will be entitled to recover from the Allottee the actual electricity consumption charges of the Allottee along with the security deposit payable by the Owner/Promoter to WBSEDCL/ *NTSECL* along with any other costs and/or charges as may be demanded by the WBSEDCL/ *NTSECL* from time to time. The Managing Agent/ Association of Apartment Owners will also raise monthly electricity bills on the Allottee based on the actual sub meter readings and the Allottee shall pay the same within the time period as mentioned in the Owners' Manual and the Bye-Laws of the Association of Apartment Owners, as may be amended from time to time.
3. The Allottee shall have the right to use the Recreation Facilities more fully described in the **Schedule E** hereunder written and the Club House and/or the Recreational Facilities shall be ready for use as and when completed by the Owner/Promoter.
4. The Allottee shall have the right to use the Club House Facility subject to payment of appropriate fees to the Owner/Promoter and/or any other body formed/named by the Owner/Promoter/ Association of Apartment Owners for this purpose.
5. The membership rights to use the club house facility shall always lie with the Allottee of the Said Apartment, i.e., the club membership rights will get automatically transferred with the transfer of ownership of the Said Apartment. In the event, the Said Apartment is occupied by a party other than the owner of the Said Apartment, such occupier shall be entitled to use the club house facility and other common facilities and not the Allottee of the Said Apartment.
6. The Allottee shall have no objection for the Owner/Promoter
 - a. to carry out construction activities on the uncompleted blocks and Apartment units, Club House Facility, Recreational Facilities and common areas within the said Project;
 - b. the erection of temporary separation wall and fencing, construction access, concrete batching plant, temporary workers quarters, and working area., etc on the Total Land, which may cause some inconvenience due to noise, dust, lighting and extended working hours.

- c. The Allottee shall not claim any damages due to any on site operations for completion of the said Project and adjacent Community Facility Land, in whatsoever manner.
 - d. The Allottee shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted blocks and apartments or the adjacent Community Facility Land is in any manner whatsoever, hindered, obstructed or impaired with.
7. The Allottee and/or occupier hereby agrees to be bound by and to follow and accept the conditions/ restrictions/ privileges provided under the Owner's Manual a copy of which has been handed over to the Allottee by the Owner/Promoter (herein after referred as the "**Owners' Manual**") and the said Owner's Manual shall be adopted in the bye-laws to be promulgated by the Association of Apartment Owners for the benefit of all the apartment owners in the residential complex. The term 'occupier' as defined in the "Owners Manual" means any person in lawful occupation of an apartment unit in the said Project.
 8. The Allottee, being the owner of the Said Apartment, shall at all times hereafter, be responsible for the action and/or in-action of such Allottee's occupier/s, guests, agents, whosoever. For the purpose of this clause, the Owner/Promoter/Association of Apartment Owners/Managing Agent shall have the right to take appropriate action against the Allottee in the event of any default of such occupier/s, guest, agent, etc.
 9. The Allottee shall observe and abide by the byelaws for the residential complex, rules and regulations, bye laws prescribed by the Government/ Statutory Authority in regard to ownership and/ or enjoyment of the Said Apartment.
 10. The Allottee shall be entitled to the rights enumerated hereto and shall have the obligations enumerated in the **Schedule G** hereto in regard to the Said Apartment.
 11. The Allottee is fully satisfied with the construction of the Said Apartment, common area, utilities and recreational facilities and hereby agrees that the Owner/Promoter and its agents shall not be held responsible for any inaccuracies in their contracts or between the sales gallery/show unit (SGSU), and the actual Said Apartment. All information, specifications, plans and visual representations pertaining to on-going and/or any future constructions within the said Project, are subject to changes from time to time as may be deemed

necessary by the Owner/Promoter and/or competent authorities, and the Allottee shall not object to the same.

12. The Allottee shall not do or suffer to be done anything in or to the Said Apartment which may adversely affect the Said Apartment or the residential complex of which the Said Apartment is a part.
13. If any development and/ or betterment charges or other levies are charged or sought to be recovered by WBHIDCL or other statutory authority in respect of the said Land the same shall be borne and paid by the Allottee in proportion to its undivided share in the said Land.
14. The Owner/Promoter covenants with the Allottee as follows:
 - a. That the Said Apartment is free from attachments, encumbrances, court or acquisition proceedings or charges of any kind.
 - b. That title of the Owner/Promoter to the Said Apartment hereby conveyed is clear, marketable and subsists;
 - c. That the Owner/Promoter is the absolute owner of the Said Apartment hereby conveyed and has all the power/rights to convey the same and that none else has any right, title, interest or share therein and there is no impediment for execution of this Deed under law;
 - d. The Allottee shall be the sole and absolute owner of the Said Apartment with attendant rights of ownership, possession, enjoyment and shall be entitled to deal with or dispose the Said Apartment as he deems fit without any interference, obstruction or hindrance from the Owner/Promoter or anyone claiming under, through or in trust from the Owner/Promoter;
 - e. That the Owner/Promoter agrees to do and execute or cause to be executed all acts, deeds and things, as may be required by the Allottee, for morefully perfecting the title of the Allottee to the Said Apartment;
 - f. That the Owner/Promoter will pay all taxes, rates and cess in respect of the Said Apartment up to the date of the issue of Occupancy Certificate of the respective Block relating to the Said Apartment;

g. That the Allottee shall be entitled to the ownership of and to hold, enter upon and enjoy the Said Apartment hereby conveyed and the income and profits received there from and that the Allottee shall at all times hereafter, pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses in respect of the residential complex and all other common areas including the Club House;

15. The Allottee covenants with the Owner/Promoter as follows:

a. The Allottee shall become and remain a member of the EGV Association of Apartment Owners formed under the West Bengal Apartment Ownership Act, 1972 and Rules, 1974 for the purpose of attending to the various matters of common interest, including repairs, maintenance, white washing, painting, etc within the residential complex and to maintain the roads, compound walls and all other common areas. For this purpose, the Allottee will execute all such documents as may be required by the EGV Association of Apartment Owners;

b. The Allottee shall abide by the Owners' Manual and the bye-laws of the EGV Association of Apartment Owners. If the Allottee fails to comply with the bye-laws, the EGV Association of Apartment Owners shall be at liberty to take legal action against the Allottee and all legal charges incurred for the recovery will be borne by the Allottee;

c. The Allottee agrees to allow the Owner/Promoter/EGV Association of Apartment Owners or its representatives access to the Said Apartment in case the same is necessary for repairing of the common areas and facilities of the Elita Garden Vista and shall also allow the Owner/Promoter or authorised agents to have its Office/store within the residential complex for repairing all maintenance and operational functions including balance of the construction works as the case may be until the entire Elita Garden Vista is fully constructed with all servicing facilities as and being handed over to EGV Association of Apartment Owners as per the Provisions of the Act and Rules;

d. The Allottee shall use the Said Apartment for residential purpose only and for no other purpose and shall pay for the electricity as per the bills served on the Said Apartment by the WBSEDCL/ NTESCL or in the interim by the Owner/Promoter/Managing Agent/Association of Apartment Owners. Payments to the authorities should be according to the terms and conditions of the WBSEDCL/NTESCL. In the interim such payments shall

be made by the Allottee/occupier within 7 days of receipt of the bill issued by the Owner/Promoter/Managing Agent/Association of Apartment Owner. If the Allottee fails to pay such bill within the stipulated due date, the Allottee shall be liable to late payment surcharge as stipulated in the Owners' Manual/Bye-Laws of the Association of Apartment Owners, as may be amended from time to time. In the event the Allottee/Occupier fails to pay such bills for two consecutive months, the Owner/Promoter/Managing Agent/Association of Apartment Owners shall issue a notice to the Allottee/Occupier for payment of such dues within a period of 7 days from the receipt of such notice. In spite of the above, if the Allottee/Occupier fails to pay such dues along with applicable late payment surcharge within the period of 7 days, the Owner/Promoter/Managing Agent/Association of Apartment Owners may forthwith disconnect the supply of electricity until full payment is made. In such an event the Allottee shall also be liable to pay disconnection and reconnection charges as may be levied by the Owner/Promoter /Managing Agent/Association of Apartment Owners. The Owner/Promoter/Managing Agent/ Association of Apartment Owners shall prevent the Allottee from using the Said Apartment for non residential purpose;

- e. The Allottee shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities mentioned in **Schedule E**;
- f. The Allottee shall not make any structural additions/alterations to the Said Apartment nor make any additions or alterations to the building, nor shall change the outside colour scheme, elevation or façade of the Said Apartment;
- g. The Allottee shall not seek partition or division or separate possession in respect of the Said Apartment under any circumstances. It is agreed and confirmed by the Allottee that the Said Land will be held by all the Apartment Owners as co-owners, each having an undivided share therein as per the terms and conditions of their respective Deed of Conveyance and all common areas such as passages, lobbies, staircase, lift, water pipe, sewer lines, etc. shall be used in common by the apartments' owners. None of the apartment owners shall make any obstruction or store or keep any article in common areas;

- h.** The Allottee shall not alter or subscribe to the alteration of the name of the entire residential complex or any part thereof known as **‘Elita Garden Vista ’**;
- i.** The Allottee shall at its own cost, obtain mutation of his/her/their names as the owner of the Said Apartment, and until the Said Apartment is not separately assessed, the Allottee shall pay the proportionate share of the assessed tax and other taxes and impositions payable in respect of the Said Apartment from the date of issue of the Letter of Handing Over, as may be determined and fixed;
- j.** The Allottee acknowledges and assents that the Owner/Promoter shall be entitled to put up its neon sign, hoardings and other display materials on any part or portion of the roof of the said building and all types of communication devices including dish antennas.
- k.** The Allottee shall not enclose the terrace/ balconies/utility areas under any circumstances.
- l.** The Allottee shall have no right, title or interest whatsoever in respect of the Communal Facility Land.
- m.** In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.
- n.** The Allottee shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
- o.** This Deed shall override the provisions of Agreement for Sale and any other prior agreement between the parties.
- p.** Any dispute arising in respect of this Deed shall only be referred to arbitration of one Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in the English language. The

arbitration proceedings shall be held at Kolkata and the Courts in Kolkata shall alone have jurisdiction in this regard.

SCHEDULE – G
(Obligations of the Allottee)

The Allottee hereby agrees, confirms and undertakes the following obligations towards the Owner/Promoter and other apartment owners:-

1. The Allottee shall, from the date of the issue of Occupancy Certificate of the respective Block relating to the said Apartment, whether possession of the same is taken or not by the Allottee, pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses towards the common areas of the residential complex including Club House.
2. Once the advance maintenance charges collected gets exhausted, Association of Apartment Owners shall intimate the Allottee and/or the occupier about the additional sum of money to be paid by the Allottee and/or the occupier towards maintenance and the same shall be paid by the Allottee within the time period intimated by the Association of Apartment Owners.
3. The maintenance charges shall be used towards recurring common maintenance charges including service or any other taxes payable by the Association of Apartment Owners in this regard. The Allottee hereby agree that the Association of Apartment Owners may maintain itself or hand over the maintenance of 'Elita Garden Vista' to any maintenance agency at its sole discretion and the Allottee is required to pay the per month maintenance charges including any increment thereon at the direction of the Association of Apartment Owners.
4. Any delayed payment of the per month maintenance charges/ any increment thereon will attract interest payable at the rate of 24% per annum by the Allottee from the due date till the date of payment. The Association of Apartment Owners has the right to recover the arrears, without prejudice, as a claim due to it, after a notice is served to the Allottee/occupier. For the purpose of this Deed, the term 'occupier' shall mean

any person occupying the said Apartment other than the owner of the said Apartment.

5. The Allottee shall be responsible to obtain mutation in its name upon the execution of this Deed of Conveyance. All expenses towards mutation transfer, installation of sub-meters or any other arrangement as may be required for electricity, all taxes, rates and outgoings payable in respect of the said Apartment thereon shall be borne by the Allottee. Upon the execution of this Deed of Conveyance the Owner/Promoter herein shall not be liable in whatsoever manner to bear any expenses as mentioned above.
6. The Allottee shall not at any time, carry on or suffer to be carried on in the said Apartment, any noisy, offensive, immoral, illegal or dangerous trade, pursuit or commercial activity/business of whatsoever nature, which may be or become in any way a nuisance, annoyance or danger to the Owner/Promoter or the other apartment owners or occupiers of the other apartments or the neighbours or anything which may tend to depreciate the value of the said Apartment or the residential complex;
7. The Allottee shall use the said Apartment only for residential purposes, and not for any commercial activity;
8. The Allottee shall give to the owners of the other apartments, the necessary vertical, horizontal and lateral support for their apartments and reciprocate and recognize the rights of the other apartment owners in the residential complex as are enumerated in the Schedule F above;
9. The right of entry and passage for Managing Agent or workmen appointed by the Association of Apartment Owners to other parts of the block (where the said Apartment is situated) at all reasonable times after notice for the same has been served for the purpose of repairs or maintenance of the said Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires without causing disturbance as far as possible to the other apartment owners and making good any damage caused.
10. The Association of Apartment Owners shall hold the Corpus Funds as the corpus for maintenance of the said Project.

11. It is hereby made clear that there will be only one Association of Apartment Owners to be formed by the Owner/Promoter for the said Project and in no event the Owner/Promoter will be liable to admit or accept and/or acknowledge any other association nor any of the Allottees shall be entitled to become a member of any other association or subscribe to the membership of any other association.
12. The Allottee will use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the residential complex in common with the other apartment owners and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other apartment owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases, etc., and to use the same as aforesaid and/ or in accordance with the rules, regulations, bye laws and terms and conditions of the Association of Apartment Owners. If it is required by the Owner/Promoter, the Allottee shall allow the Owner/Promoter to enter the said Apartment after giving reasonable notice for the purpose of carrying out repair and/or maintenance work.
13. The Allottee shall duly and punctually pay the proportionate share of municipal/ property taxes, rates and cess, insurance charges, cost of maintenance and management of the residential complex including any increment thereon, charges for maintenance of services, like water, sanitation, electricity, etc., salaries of the employees of the Association of Apartment Owners and other expenses in regard to the residential complex as may be determined by the Association of Apartment Owners from time to time. The liability for such share shall commence from the scheduled payment date, as stated in the Letter of Handing Over of the said Apartment, irrespective of whether the Allottee takes possession thereof or not.
14. The Allottee shall allow the Owner/Promoter or its Managing Agent or workmen to enter into the common areas of the said Premises including other parts of the Block until all Apartments of the said Premises have been sold by the Owner/Promoter and possession of the common areas has been handed over to the Association of Apartment Owners.

15. The Allottee shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies, etc., free from obstructions and in a clean and orderly manner and not encroach on any common areas and not throw rubbish / refuse out of the said Apartment.
16. The Allottee shall keep the said Apartment walls, drains, pipes and other fittings in good and habitable condition and in particular, so as to support and protect the block and shall carry out any internal works or repairs as may be required by Association of Apartment Owners.
17. The Allottee shall not make any additions or alterations or cause damage to any portion of the block or the said Apartment and shall not change the outside colour scheme, outside elevation/ façade/ décor of the block, otherwise than in a manner agreed to by majority of the Association of Apartment Owners. The Allottee shall be entitled to only one car park label for every car park space.
18. The Allottee shall not park any vehicles in any part of the said Land, except in the designated parking area. Washing of cars shall be done only by residents and authorized car washers, in the designated area provided within the said Project. The Allottee shall be liable to obey all rules and regulations pertaining to car park, as stated in the Owners' Manual/Bye-Laws of the Association of Apartment Owners.
19. The Allottee shall sign such papers, No Objection Certificates, declaration, etc., as may be required by the Association of Apartment Owners at the time of taking over possession of the Said Apartment or later, as and when required.
20. The Allottee shall not do any act that may be against any law, rule, regulation, bye law of the Panchayat/Municipality or other statutory authorities to be formed or any obligation agreed under any contract and the Allottee shall be solely responsible for all consequences of any offence or breach thereof and the Allottee shall indemnify other apartment owners and Owner/Promoter who may suffer due to any such acts of omission or commission of the Allottee.
21. The Allottee agrees that the Owner/Promoter shall be entitled to retain any balance undivided share in the said Land and may utilize the same for the purpose of

construction/sale of any additional area, and that the Allottee shall not object to such construction which shall be carried out by the Owner/Promoter as permitted by law.

22. The Allottee agrees that the Owner/Promoter will be entitled to carve out certain portions of the common areas in the residential complex and allot them as private rights/space to specific apartments for the exclusive use of Allottees/occupiers of such apartments. The Allottee shall at no time, even after the completion of the residential complex and formation of Association of Apartment Owners, claim any rights thereto or deprive the Allottees of such apartments of the private rights/ space.
23. The Allottee hereby agrees that the undivided proportionate share or interest in the said Land to be sold under this Deed may vary in accordance with the super built up area of the residential apartment and can be ascertained only upon the completion of the residential complex.
24. The Allottee covenants and agrees that the Owner/Promoter will be entitled to sell/ transfer the development right of the said Land to any other person or property or as may be permitted under any provisions of law. The Owner/Promoter in either of the aforesaid cases will not be required to pay any amounts to the Allottee or any one claiming through the Allottee.
25. The entrance to the said Land and the roads/ drive ways may be provided by the Owner/Promoter as a permanent right of way or otherwise to any of the neighbouring properties agreed to be purchased, developed or owned by the Owner/Promoter.
26. The Allottee shall not fix any antenna on the roof or terrace of the said building nor shall fix any window antenna. To maintain general safety within the residential complex, no Allottee and/or occupier/resident shall access the common areas on the roof/terrace without prior permission of the Association of Apartment Owners.
27. The Allottee shall have no rights over the common garden area attached to the ground floor apartments (except as provided herein) or to the common terrace area or any part thereof, and the Owner/Promoter shall be entitled to sell such terrace area to any other Allottees or utilize the same for additional construction, if any additional FAR is available, as may be permitted by law.

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the
OWNER/ PROMOTER at Kolkata
in the presence of:

Executed and delivered by the
ALLOTTEE at Kolkata in the
presence of:

Memo of Consideration

Received the aforementioned sum of Rs...../- (Rupees)
only by cheques as full consideration and/or price for sale of the said Apartment/Unit
from the Allottee.

(Promoter)

=====
DATED THIS DAY OF 20__
=====

BETWEEN

ELITA GARDEN VISTA PROJECT
PRIVATE LIMITED

... PROMOTER_

AND

.....

... ALLOTTEE

DEED OF SALE

Apartment/Unit No. ..., Block.....
Phase II of `Elita Garden Vista`