

THIS INDENTURE OF CONVEYANCE is made at Kolkata on this the _____ day -----
----- **TWO THOUSAND AND EIGHTEEN**

BETWEEN

TRIMURTI GRIHANIRMAN PRIVATE LIMITED (PAN AADCT0482H) a company having been incorporated in accordance with the provisions of the Companies Act 1956 and an existing company within the meaning of the Companies Act 2013 having its registered office situated at No. 1 Garstin Place, Kolkata 700 001 P.S. Hare Street, P.O. GPO and represented by its Authorised Signatory Shri Ashok Kumar Baid (PAN ADJPB3557H) SON OF Late Suraj Mal Baid residing at Flat No. 47, Ironside Apartments, 11/3B Old Ballygunge 2nd Lane, Kolkata 700 019 P.S. Karaya P.O. Ballygunge hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **ONE PART**

AND

If the Purchaser is a company

----- CO PVT LTD (PAN-----) a company incorporated in accordance with the provisions of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at ----- P.S.----- P.O.----- and represented by its Director/Authorised Representative Sri ----- (PAN-----) son of ----- working for gain at ----- P.S.----- P.O.----- having been duly authorized in pursuance of a Resolution of the Board of Directors dated ----- hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and permitted assigns) of the **OTHER PART**

If the Purchaser is a Partnership firm

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

them and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**

If the Purchaser is an individual

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

If the Purchaser is a HUF

----- (PAN-----) son of ----- for self as well as Karta of the Hindu Joint Mitakshara Family known as ----- HUF carrying on business at ----- hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the members or members for the time being of the said HUF and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**

WHEREAS:

- A)** One Pratap Chandra Bhanj Deo (since deceased and hereinafter referred to as the **DECEASED**) during his lifetime was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to various properties (hereinafter referred to as the **PRATAP ESTATE**) including **ALL THAT** the Municipal Premises No.2/1 Hussain Shah Road, Kolkata 700 023 P.S. Ekbalpur within the limits of Kolkata Municipal Corporation under Ward No. 78 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said **PREMISES**)
- B)** The said Deceased died intestate on 16th July 1968 leaving him surviving his widow Smt. Prem Kumari Devi, daughter Pratibha Manjari Devi and two sons namely Pradeep Chandra Bhanj Deo and Swaroop Chandra Bhanj Deo as his only heirs and/or legal representatives (hereinafter collectively referred to as the **PRATAP HEIRS**)
- C)** By a Deed of Settlement dated 3rd December 1970 (hereinafter referred to as the **SETTLEMENT DEED**) entered into between the Pratap Heirs, the said Premises stood vested in favour of the said Pradeep Chandra Bhanj Deo absolutely and forever. The said Family Settlement has been given effect to and/or acted upon

- D)** A suit for partition being Title Suit no.16 of 1987 was filed by the Pratap Heirs in the Second Court of the Subordinate Judge at Alipore in respect of a property situated at No. 3 Rainy Park, Kolkata (hereinafter referred to as the RAINY PARK PROPERTY) and the said suit was not proceeded with and ultimately dismissed on 28th January 2003
- E)** The said Pradeep Chandra Bhanj Deo also died intestate on 16th September 2000 leaving him surviving his widow Rajmata Bharati Rajya Lakshmi Bhanj Deo, his son Praveen Chandra Bhanj Deo and two daughters namely Maharani Padma Manjari Devi and Smt. Sneha Manjari Rana and the heirs of his predeceased daughter Prabha Manjari Devi namely her husband Brigadier Toran Jung Bahadur Singh, her son Avik Jung Bahadur Singh and two daughters namely Amrit Manjari Singh and Aradhana Manjari Singh (hereinafter referred to as the PRADEEP HEIRS)
- F)** By an agreement dated 13th September 2004 entered into between the Pratap Heirs and/or their respective successors the division of the Rainy Park Property was settled and it was agreed that the division of the Pratap Estate would be done in accordance with the said Settlement Deed
- G)** By a Deed of Conveyance dated 5th July 2005 registered at the office of the Additional District Sub Registrar-II, Alipore, South 24 Parganas in book No. I Being Deed No. 04326 for the year 2005 the Pratap Heirs and/or their respective successors had sold and transferred the said Rainey Park Property for the consideration therein mentioned
- H)** The said Premises had been leased out to one Steel & Allied Products Limited (hereinafter referred to as SAPL) who had obtained financial assistance from Industrial Finance Corporation of India (hereinafter referred to as the CORPORATION) and SAPL having failed to make payment of the dues of the said Corporation the said Corporation filed an Application under Section 30 of the Indian Finance Corporation Act 1984 before the Hon'ble High Court, Calcutta being AIFC No.198 of 1983 (hereinafter referred to as the said SUIT) and Joint Receivers were appointed by the Hon'ble High Court, Calcutta
- I)** By an order dated 9th April 2008 passed by His Lordship, Hon'ble Justice Sanjib Banerjee, the Joint Receivers appointed were directed to handover the said Premises to the said Pradeep Heirs after selling the plant and machinery of SAPL lying thereat
- J)** In pursuance of an Order dated 25th September 2008 passed by Hon'ble Justice Patherya in the said suit, the Joint Receivers were directed to hand over possession of the said Premises to the Pradeep Heirs and in pursuance of the said Order, the Joint Receivers handed over possession of the said Premises to the Pradeep Heirs on 27th October 2008

- K)** By a Memorandum of Understanding dated 2nd January 2008 entered into between the Pradeep Heirs and Orbit Projects Pvt Ltd (hereinafter referred to as OPPL) the Pradeep Heirs agreed to sell and transfer the said Premises unto and in favour of OPPL or its nominee and/or nominees
- L)** The said OPPL irrevocably nominated the Vendor herein for acquiring the said Premises in its place and stead and as such by a Deed of Conveyance dated 18th January 2010 registered at the office of the Additional District Sub Registrar, Alipore in Book No. I CD Volume No. 1 Pages 4563 to 4579 Being No. 00244 for the year 2010 the Pradeep heirs sold transferred and conveyed the said Premises in favour of the Vendor herein for the consideration therein mentioned.
- M)** The Vendor after having acquired the said Premises caused its name to be mutated in the records of Kolkata Municipal Corporation under Assessee No 110780700014
- N)** For the purpose of constructing a new building at the said Premises the Vendor caused a map or plan to be prepared for being submitted for sanction to Kolkata Municipal Corporation and in order to facilitate sanction of the Plan and in as much as a portion of the said property was under encroachment, the Vendor at the request of KMC gifted a part or portion of the said Premises to Kolkata Municipal Corporation (hereinafter referred to as the GIFTED PORTION) and continued to remain as the absolute Owner of the said Premises which not in aggregate contains by estimation an area of 6653 Sq. Mtrs (more or less)
- O)** Ultimately the Vendor caused a map or or plan to be sanctioned by Kolkata Municipal Corporation being Building Permit No 2013090083 dated 20.12.2013 (hereinafter referred to as the said **PLAN**) whereby the Vendor became entitled to to undertake the construction of a new residential building at the said premises comprising of basement, ground plus eleven upper floors comprising of various self contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other
- P)** After commencement of the work of construction of the said new building the provisions of the West Bengal Housing Industry Regulation Act 2017 (hereinafter referred to as the said ACT) and the rules framed thereunder (hereinafter referred to as the RULES) had come into force and in accordance with the provisions of the said Act and the Rules framed thereunder the Vendor intends to sell and transfer the various flats units apartments and sanctioned car parking spaces to various intending purchasers and the Vendor has caused itself to be registered with the concerned authorities being the Housing Industry Regulatory Authority under Sub Section 1 of Section 20 of the said Act.

- Q)** By an agreement dated ----- entered into between the parties hereto and registered at the office of ----- in Book No.I Volume No.--- Pages -- to ----- Being No.----- for the year 2018 the Vendor/Vendor agreed to sell and transfer and the Purchaser agreed to purchase and acquire **ALL THAT** the Apartment No. -- -- on the ---- floor of the new building then in course of construction of the said Premises containing by estimation a chargeable area of -----sq.ft. equivalent to ----- sq.ft. (super built-up area) (be the same a little more or less) **TOGETHER WITH** ----- covered/open car parking space/s **TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said **APARTMENT AND THE PROPERTIES APPURTENANT THERETO**) for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said **SALE AGREEMENT**)
- R)** The Vendor has since constructed erected and completed the said new building and has obtained necessary completion certificate. In pursuance of the said Sale Agreement the Purchaser from time to time made full payment of the amount of consideration and other amounts payable under the said Sale Agreement and the Vendor upon obtaining necessary completion certificate has put the Purchaser in complete vacant possession of the said Apartment and the Properties Appurtenant Thereto
- S)** The Purchaser has now requested the Vendor to execute the Deed of Conveyance and/or transfer in respect of the said Apartment and the Properties Appurtenant Thereto which the Vendor have agreed to do subject to the terms and conditions hereinafter appearing

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

**SECTION I - DISCLOSURES, DISCLAIMER CONFIRMATION
AND ACKNOWLEDGEMENT**

- 1.1 At or before the execution of this Deed the Vendor has 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 Vendor.
 - 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 Vendor has a marketable title in respect thereof.
 - iv) Has inspected the plan sanctioned by the authorities concerned.
 - v) 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 said new building.
 - vi) Acknowledges that the terms and conditions of this Deed are fair and reasonable.
 - vii) Has obtained independent legal advise and the Advocates so appointed by the Purchaser has also caused necessary searches/investigation of title to be made
 - viii) Acknowledges that the said new building is going to be a very prestigious building in the city of Kolkata and as such the Purchasers agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
 - ix) 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 Vendor 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 new building

SECTION IV - SALE AND TRANSFER

2.1 **THAT** in consideration of the said Sale Agreement dated _____ AND in further consideration of a sum of Rs. _____/- (Rupees _____ only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor (the receipt whereof the Vendor 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 Vendor and each one of them doth hereby sell transfer convey assure assign and grant **FIRSTLY ALL THAT** the Apartment No. — on the — floor of the new building situated at the said Premises (the said Premises more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written) containing by estimation a chargeable area of _____sq.ft. equivalent to _____ sq.ft. (super built-up area) (be the same a little more or less) **AND SECONDLY TOGETHER WITH** _____ covered/open car parking space/s **AND THIRDLY ALL THAT** the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND FOURTHLY TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said **APARTMENT AND THE PROPERTIES APPURTENANT THERETO** situation whereof is shown and delineated in the map or plan annexed hereto and bordered in **RED** thereon) **TOGETHER WITH** the right to use the common areas installations and facilities in common with the other co-Purchasers and the owners and the other lawful occupants of the Building and/or Housing Complex (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **BUT EXCEPTING AND RESERVING** such rights easements quasi- easements privileges reserved for any particular Unit/ units and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the Said Unit and the Properties Appurtenant Thereto (more fully and particularly mentioned and the and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said **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 the and described in the **SIXTH SCHEDULE** hereunder written) **AND** also subject to Purchaser making

payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES) payable in respect of the Said Unit and the Properties Appurtenant Thereto (such Maintenance charges more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written)

SECTION - III

3. AND THE VENDOR 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 Vendor or executed or knowingly suffered to the contrary the Vendor 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 Vendor 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 lis-pendens debuttar or trusts made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor/Vendor.
- 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 Vendor and/or the Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.

- e) **THAT** the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispens debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor and/or Vendor or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) **THAT the** Vendor and/or the Vendor 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 Vendor 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 Vendor 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 VENDOR 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 user of the said Unit and also the obligations set forth in the **SIXTH SCHEDULE** hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said New Building.
- 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 **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 Vendor and upon appointment of the Facility Management Company (FMC) or formation of the Holding Organisation to

such FMC and/or or Holding Organisation as the case may be without raising any objection whatsoever.

- iii. **THAT** the Purchaser shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, if any, water tax, Urban Land Tax, and other levies impositions and outgoings whether presently payable or which may become payable in future (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said **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 Vendor and shall also pay based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year and upon appointment of the FMC to such FMC or Holding Organisation.

SECTION V - OTHER COVENANTS

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

- i. **THAT** the Undivided share in the land attributable to the said **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 “Orbit Ashwa .
- iv. The Purchaser shall observe all rules and regulations and maintain the decency of the said **Building** and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said **Building** and/or the rights of the other owners and occupiers of the said **Housing Complex** and for the aforesaid purpose shall not only observe the rules and regulations which may be framed

from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES)

- v. The Purchaser shall obtain separate electricity meter for the said **Apartment** in its/his/her name at his/her/its own cost/expenses and the Vendor shall offer the necessary assistance. The **PURCHASERS** agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.
- vi. The Purchaser further acknowledge that in the event of the Purchaser committing breach of any of the said rules and regulations or failing to make timely payment of the proportionate share of CAM Charges then and in that event the other Unit owners and/or occupiers of the said Housing Complex will independently be entitled to enforce the same against the Purchaser.

SECTION VI - POSSESSION

6.1 It is hereby confirmed recorded and declared that the Vendor has put the Purchaser in complete vacant possession of the said Apartment (hereinafter referred to as **POSSESSION DATE**) and the Purchaser acknowledge having received the possession of the said Unit.

8.1 On and from the said Possession Date the Purchaser has agreed that he/she/it shall:

- i. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Apartment and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
- ii. Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Vendor and upon appointment of the Facility Management Company (hereinafter referred to as the FMC) to such FMC or Holding Organisation as the case may be as hereinafter provided. The Purchaser acknowledges that the obligation of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchaser in making regular and timely payment of such maintenance charges the same likely to adversely affect the rights and interest of

other owners and/or occupiers of various other apartment owners in the said building.

- iii. The Vendor and/or the Holding Organisation and/or FMC will estimate every year what it thinks the estimate for providing the services (including insurance) during the year (Maintenance Charges Estimates) and such Maintenance Charges Estimates may be revised during the year and the Purchaser shall have to make payment of such estimated amount on monthly basis in respect of its share (hereinafter referred to as the **MAINTENANCE CHARGES**) the amount so estimated. At the close of the year, if the amount so payable by the Purchaser is less than the Estimated Costs of the whole year then the balance amount will be carried forward and will be adjusted against the Service Charge percentage payable by the Purchaser for the following year and in the event of the same being more than what has been paid by the Purchaser the Purchasers shall forthwith make payment of the same to the FMC and/or Vendor as the case may be.

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

- 7.1 The control and management of the common parts and portions of the building shall remain vested with the Facility Management Company (FMC) as and when such FMC is appointed and upon formation of the Holding Organisation with such Holding Organization subject to the right of the Purchaser to use the common parts and portions in common with other unit owners and/or occupiers of the said building
- 7.2 The Purchaser shall be liable and agrees to make payment of the proportionate share of Common Area Maintenance (**CAM CHARGES**) regularly and punctually to the FMC and/or Holding Organisation and/or to the persons entitled to receive the same and until appointment of the FMC and formation of the Holding Organisation such maintenance charges shall be paid by the Purchaser to the Vendor.
- 7.3 The said CAM Charges will include an amount equivalent to 15% of such CAM Charges to be paid as and by way of maintenance expenses (hereinafter referred to as the **MAINTENANCE FEE**) and the Purchaser shall be liable to make payment of such CAM Charges which will include the said Maintenance Fee month by month and every month without any abatement or deduction on any account whatsoever or howsoever

7.4 AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

- i) The Vendor has already put the Purchaser in possession of the said Apartment and the Purchaser acknowledges having taking over possession of the said Apartment
- ii) The Vendor shall remain responsible for providing common services only for a period of three months from the date of execution of this Deed subject to the Purchaser making payment of the proportionate share of common area maintenance charges which includes a reasonable amount payable to the Vendor for rendering such services (hereinafter referred to as the CAM CHARGES)
- iii) The Purchaser shall cause his/her name to be mutated in the records of the concerned authorities within a period of three months from the date of execution of this Deed.
- iv) The various unit owners in the said new building shall form an Association in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 within a period of three months and the Vendor has agreed to render all possible assistance for formation of the said Association
- v) The Purchaser acknowledges that timely payment of CAM charges is a must and in the event of any delay the same is likely to adversely affect the interest of the other flatowners in the said building and if such CAM Charges shall remain in arrears for a period of 60 days then and in that event in addition to making payment of interest at the rate of 15% per annum the Vendor and/or Adhoc Committee shall be entitled to and the Purchaser hereby consents :
 - i) disconnect the supply of water to the said Unit
 - ii) disconnect the supply of electricity
 - iii) withdraw all utilities including generator facilities

and the same shall not be restored until such time the Purchaser has made payment of all amount lying in arrears together with interest accrued due thereon and such penal interest as may be determined from time to time including a sum of Rs.----- as and by way of restoration charges

- vi) For the purpose of withdrawal and/or suspension of the said facilities and/or utilities it will not be necessary for the Vendor and/or FMC and/or Holding Organisation to serve any notice, in writing and the Purchaser hereby waives the right to receive such notice

- 7.5 **FACILITY MANAGEMENT COMPANY** - For the purpose of looking after the common parts and portions and for rendition of common services the Vendor shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Vendor in its absolute discretion may deem fit and proper and in addition to the payment of CAM Charges the Purchasers shall be liable to make payment of the said Management Fee (being 15% of the CAM Charges payable by the Purchaser)
- 7.6 The Unit Owners and/or the Holding Organisation shall not be entitled to terminate the appointment of such FMC unless agreed to by all the flat/unit owners in the building and in the event of such FMC is to be substituted with any other FMC the consent of seventy five percent of the units owners in the building will have to be obtained.
- 7.7 The said FMC will remain responsible for looking after the common parts and portions and the Purchaser agree not to interfere in the FMC remaining in control of the common parts and portions
- 7.8 **HOLDING ORGANISATION** - Immediately after all the units in the building are sold and transferred the Unit Owners in consultation with the Vendor shall form a Holding Organisation which may be a Syndicate and/or limited company and/or limited liability partnership or such other entity with such rules and regulations as the Vendor may decide
- 7.9 The Purchaser agree to become members of such Holding Organisation and upon formation of such Holding Organisation the said Holding Organisation shall take control of all common parts and portions and shall remain liable for rendition of common services subject to the Unit Owners making payment of the CAM Charges
- 7.10 The Holding Organisation shall be entitled to frame such rules and regulations as may be necessary and/or required from time to time regarding user of the common parts and the Purchaser hereby agree to abide by the same
- 7.11 In order to become a member of the said Holding Organisation the Purchaser agrees to sign and execute all papers application and other documents as may be necessary and/or required and in the event of the Purchaser failing to sign such papers and/or applications the Vendor as the constituted attorney of the Purchaser shall be entitled to sign and execute the same on behalf of the Purchaser and the same shall be binding on the Purchaser.
- 7.12 **ADHOC COMMITTEE** - Until the appoint of FMC or the formation of the said Holding Organisation, the Vendor may form an Adhoc Committee comprising of

three Unit owners (hereinafter referred to as the ADHOC COMMITTEE) to be nominated by the Vendor and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said Building and upon formation of the said Holding Organisation the said Adhoc Committee shall stand dissolved.

SECTION VIII – ROOF AND OTHER AREAS

- 8.1 It is hereby made expressly clear and agreed that the ultimate Roof of the building whereon various installations such as water tank, lift roof, dish antennae and other utilities are installed shall be deemed to be the Roof of the said building (hereinafter referred to as the ROOF)
- 8.2 The Purchaser shall have the limited right of access to the said roof for the purpose of carrying out repairs and/or replacements of the said installations and hereby confirm that he/she/it not have any right over and in respect of any open terraces, balconies and verandahs and in any event waive and disclaim all rights over and in respect thereof.
9. AND THIS DEED FURTHER WITNESSETH that at or before taking over possession of the said Apartment the Purchaser has fully satisfied himself/herself as to the workmanship of the said Apartment IT BEING EXPRESSLY made clear that in the event of there being any structural defect and the same is not occasioned because of any negligence and/or laches on the part of the Purchaser and detected within a period of 5 years from the execution of this Deed then and in that event the Vendor shall cure and/or remedy the same at its own cost.

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

ALL THAT the piece and parcel of land containing by estimation an area of 6653 Square Meters (more or less) together with all structures standing thereon situate lying at and being Municipal Premises No.2/1 Hussain Shah Road, Kolkata 700 023 within the limits of Kolkata Municipal Corporation under Ward No. 78 P.S. Ekbalpur, District 24 Parganas (South) and butted and bounded as follows:

- | | | |
|--------------|---|---|
| ON THE NORTH | : | By Government Land being Premises No. 7
Mayur Bhanj Road |
| ON THE SOUTH | : | By Hussain Shah Road |
| ON THE EAST | : | By Mominpore Road |
| ON THE WEST | : | The remainder of the Premises and Mayur Bhanj Lane |

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

ALL THAT the Apartment No. ---- on the ---- floor of the new building now in course of construction of the said Premises containing by estimation a chargeable area of ----- sq.ft. equivalent to ----- sq.ft. (super built-up area) (be the same a little more or less) TOGETHER WITH ----- covered/open car parking space/s TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) AND TOGETHER WITH the undivided proportionate share or interest in the land forming part of the said premises appurtenant thereto (situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon)

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

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Properties to 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 including fire fighting equipment (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. Community Hall and Indoor Games rooms
13. Swimming pool, changing areas and open decks
14. Lifts, Lift wells and their accessories installations and spaces required therefore.
15. Such other common parts areas 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

(Easements or Quasi - Easements)

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

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Apartment) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the Building by all parts of the Said Apartment as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.

4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.
5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, fire fighting equipment as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Easements or Quasi - Easements)

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

- i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING UNTO THE** holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the **FOURTH SCHEDULE HERETO**.
- ii. The right of access and passage in common with the Holding Organization and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tubewell, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Premises.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.

- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.

- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

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**THE SIXTH SCHEDULE ABOVE REFERRED TO
(RULES/RESTRICTIONS)**

On and from the Possession Date the Purchaser as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Purchasers and/or co-Purchasers and the Vendor in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Vendor and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be.
- c) TO ALLOW the Vendor and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Seventh Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Vendor and upon appointment of the FMC to such FMC.
- e) TO DEPOSIT the amounts reasonably required with the Vendor and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Apartment wholly and proportionately relating to the common parts.
- g) To use the said Apartment for residential purposes only and for no other purpose whatsoever or howsoever

- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Apartment
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Apartment
- j) To keep the said Apartment in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Apartment

The Purchasers hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Apartment.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Apartment any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Apartment save and except at the places, which have been specified in the said Apartment for such installation.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Apartment or in any

manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

- i) NOT to use the said Apartment or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird in the common parts and portions of the building or at any other place which may be visible to others nor do any act deed or thing which may hurt the sentiments of the other owners and/or occupiers
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- l) NOT to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said residential complex
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment which in the opinion of the Vendor /FMC differs from the colour scheme of the building or deviation or which in the opinion of the Vendor /FMC may affect the elevation in respect of the exterior walls of the said building.

- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Vendor and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Vendor / Architect / FMC.
- r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) NOT TO make in the said Apartment any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Vendor /FMC and / or any concerned authority.
- t) THE Purchaser shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities to be provided by the Vendor to the Purchaser and also the other owners of the units in the said Premises at their cost.
- u) NOT TO use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Vendor/FMC.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Vendor and upon appointment of the FMC by such FMC.

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

CAR PARKING:

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

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

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(MAINTENANCE CHARGES)**

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

4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.
10. Cleaning as necessary of the areas forming parts of the property.
11. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Vendor may think fit.
12. Maintaining and operating the lifts.
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 Apartment.
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 or attributable to the Apartment of any individual lessee of any apartment.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartment.

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 owner/occupier of any Apartment.
19. 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.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding Organisation it is reasonable to provide.
21. In such time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organisation for of the owners of the Units and shall only be applied in accordance with unanimous or majority decision of the members of the Holding Organisation and with the terms of this Schedule.

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

SIGNED AND DELIVERED BY THE VENDOR

At Kolkata in the presence of

SIGNED AND DELIVERED BY THE PURCHASER

At Kolkata in the presence of