

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

BETWEEN

SALARPURIA PROPERTIES PVT. LTD. (PAN NO. AAGCS8492P) a private limited company having its registered office situated at No. 7 Chittaranjan Avenue, P.S. Bowbazar, Kolkata 700072 and represented by _____ hereinafter referred to as the **SELLER** (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 **FIRST PART**

AND

K.K. JAJODJA & SONS (HUF) (PAN No.AACHK4897D) a Hindu Undivided Family carrying on business at 24/3 Alipore Road, P.S. Alipore, Kolkata 700 027 and represented by its Karta ShriAditya Kumar Jajodia and **(2) ADITYA KUMAR JAJODIA (PAN No.AFDPJ1520J)** son of Late Krishna Kumar Jajodia residing at 24/3 Alipore Road, P.S. Alipore, Kolkata 700027 hereinafter collectively referred to as the **OWNERS**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**

AND

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

OR

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

OR

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

OR

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

The Owner, Promoter and the Allottee are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A) In this Deed the said K.K. Jajodia & Sons (HUF) is referred to as the Owner No.1 and the said Aditya Kumar Jajodia is referred to as the Owner No.2 and are collectively referred to as the Owners

B) (1) Supriya Finance Limited (2) Satasar Industrial Services Limited (3) SeaJull Finance Limited (4) Ketaki Finance Limited (5) Manasi Finance Limited and (6) Metals Centre Limited (hereinafter collectively referred to as the **ORIGINAL OWNERS**) were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** the Municipal Premises No.24/3 Alipore Road, P.S. Alipore, Kolkata 700 027 (hereinafter referred to as the said **PREMISES** more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).

C) In pursuance and by virtue of nine registered Deeds of Conveyances all dated 31st March 1995 and all registered at the office of the Additional Registrar of Assurances, Calcutta, details whereof are as follows, the Owner No.1 namely K.K. Jajodia & Sons HUF became entitled to undivided half share or Interest into or upon the said Premises.

Sl. No.	Vendor	Undivided Share and transferred	Registration details
1.	Supriya Finance Limited	Undivided 1/18 th share	Book No.I Volume No.63 Pages 66 to 63 Being No.2482 for the year 1995
2.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.1 Pages 34 to 50 Being No.2480 for the year 1995
3.	Seajull Finance Limited	Undivided 1/18 th share	Book No.I Volume No.58 Pages 482 to 497 Being No.2385 for the year 1995
4.	Ketaki Finance Limited	Undivided 1/18 th share	Book No.I Volume No.63 Pages 49 to 65 Being No.2451 for the year 1995
5.	Manasi Finance Limited	Undivided 1/18 th share	Book No.I Volume No.63 Pages 84 to 101 Being No.2453 for the year 1995

6.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.58 Pages 465 to 481 Being No.2364 for the year 1995
7.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.62 Pages 453 to 471 Being No.2468 for the year 1995
8.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.62 Pages 472 to 488 Being No.2489 for the year 1995
9.	Metal Centre Limited	Undivided 1/18 th share	Book No.I Volume No.63 Pages 345 to 362 Being No.2487 for the year 1995

D) In pursuance and by virtue of nine registered Deeds of Conveyances all dated 31st March 1995 and all registered at the office of the Additional Registrar of Assurances, Calcutta, details whereof are as follows, the Owner No.2 namely Aditya Kumar Jajodia became entitled to the remaining undivided half share or Interest into or upon the said Premises.

Sl. No.	Vendor	Undivided Share	Registration details
---------	--------	-----------------	----------------------

		sold and transferred	
1.	Metals Centre Limited	Undivided 1/18 th share	Book No.I Volume No.60 Pages 222to 238 Being No.2371 for the year 1995
2.	Ketaki Finance Limited	Undivided 1/18 th share	Book No.I Volume No.57 Pages 294 to 309 Being No.2269 for the year 1995
3.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.61 ages 1 to 19 Being No.2367 for the year 1995
4.	Seajulu Finance Limited	Undivided 1/18 th share	Book No.I Volume No.57 Pages 310 to 326 Being No. 2270 for the year 1995
5.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.60 Pages 202 to 221 Being No.2370 for the year 1995
6.	Supriya Finance Limited	Undivided 1/18 th share	Book No.I Volume No.57 Pages 327 to 345 Being No.2271 for the year 1995
7.	Manasi Finance Limited	Undivided 1/18 th share	Book No.I Volume No.58 Pages 174 to 189 Being No.2268 for the year 1995
8.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.60 Pages 183 to 201 Being No.2369 for the year 1995
9.	Salasar Industrial Services Limited	Undivided 1/18 th share	Book No.I Volume No.60 Pages 164 to 182 Being No.2368 for the year 1995

- E) The Father of the Owner No.2 namely Late Krishna Kumar Jajodia during his lifetime was the Karta of K.K. Jajodia & Sons (HUF) and upon his death the said Aditya Kumar Jajodia is presently the Karta of the Owner No.1 and as such the Owners are thus entitled to the entirety of the said Premises each one of them being entitled to undivided half share or interest therein.
- F) The said Premises was given as collateral security by the Owners in favour of India Bulls Housing Finance Limited (hereinafter referred to as IHFL) in respect of certain facilities made available by IHFL to Dune Leasing & Finance Limited (hereinafter referred to as DUNE LEASING)
- G) For the purpose of undertaking the development of the said Premises by causing to be constructed thereat a new building and/or buildings comprising of various self-contained flats units apartments constructed spaces and car parking spaces an Agreement dated 22nd August 2014 was entered into between the Owners, Seller, IHFL, Dune Leasing and others which has been registered at the office of the

Additional District Sub Registrar, Allpore In Book No. I CD Volume No.27 Pages 4003 to 4056 Being No.06530 for the year 2014 whereby it was agreed that the said Premises would be undertaken by the Seller herein for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the DEVELOPMENT AGREEMENT)

- H) By and under the said Development Agreement it has been agreed that in consideration of the Seller having agreed to incur the various amounts on account of the cost of construction including the amounts becoming payable to the Architects, Engineers and other agents (hereinafter referred to as the CONSTRUCTION COSTS) the Seller will be entitled to 34.5% of the total constructed area as may be sanctioned by Kolkata Municipal Corporation together with the undivided proportionate indivisible share in all common parts and portions and together with the undivided indivisible proportionate impartible share in the land comprised in the said Premises attributable and/or allocable thereto (hereinafter referred to as the DEVELOPER / SELLER 'S ALLOCATION)
- I) The said Development Agreement inter alia provides as follows:
- I.1 Each of the parties shall be entitled to enter into agreement for sale of their respective allocations independently of each other for which no further consent of the other party shall be necessary and/or required it being however expressly agreed and understood that the Owners at or before entering into agreements for sale and transfer will obtain consent of India IHFL.
 - I.1.1 Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance it shall willingly execute such document as a confirming party.
- J) In pursuance of the said Development Agreement and in furtherance thereof the Seller caused a map or plan to be sanctioned by Kolkata Municipal Corporation being No.2015090019 dated 24th May 2015 (hereinafter referred to as the said PLAN) whereby the Seller became entitled to construct erect and complete a multi storied building at the said Premises comprising of ground plus upper floors having several self-contained Units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis. The expression "Plan" shall mean and include all modifications and/or alterations made to the said Plan from time to time.
- K) Upon sanction of the said Plan the Owners and the Seller identified their respective allocations in terms of the said Development Agreement and the various Units apartments constructed spaces and car parking spaces which have been allocated to the Owners in terms of the said Development Agreement is referred to as the OWNERS ALLOCATION and the various Units apartments constructed spaces and car parking spaces which have been allocated to the Seller in terms of the said Development Agreement is referred to as the DEVELOPER'S ALLOCATION.

- L) The Said Land has been earmarked for the purpose of building therein a residential project, comprising multi-storeyed apartment buildings and the said project shall be known as "**The Avenue**" (hereinafter referred to as the "**Project**");

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

- M) The Promoter registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____;

- N) The Purchaser had applied for an apartment in the Project vide application No. _____ dated _____ and was allotted apartment no. _____ having Carpet Area of _____ square feet, built up area of _____ square feet and Super Built Up Area of _____ square feet, type _____ on _____ floor in [tower/block/building] no. _____ ("**Building**"), along with covered /open parking No. _____ admeasuring approximately _____ square feet in (hereinafter collectively referred to as the "**Apartment**" and as more fully and particularly described in the **Second Schedule** written hereunder, with the floor plan of the apartment annexed hereto as **Annexure -B**);

- O) Pursuant thereto the Parties executed an agreement for sale dated _____ for the said Apartment ("**AFS**"), on the terms and conditions set out therein and in accordance with Applicable Laws. The said AFS has been registered in the office of _____ in Book No. _____, CD Volume No. _____, Pages _____ to _____, being No. _____ for the year _____;

- P) By a memo bearing reference no. _____ dated _____ the Kolkata Municipal Corporation granted a completion certificate under Applicable Laws in respect of the Project;

- Q) Pursuant to receipt of the completion certificate, the Promoter has issued a possession notice dated _____ to the Purchaser, in compliance with the provisions of the AFS, and the Purchaser being in compliance with the provisions of the AFS and paying all amounts due with respect to the Apartment in accordance with the terms thereof, the Parties have now agreed to execute this Deed;

- R) On or before the execution of this Deed, the Purchaser and/or the Association, as the case may be, have examined or caused to be examined the following and the Purchaser /Association has fully satisfied himself/itself as to:

- (a) the floor plan, area and other dimensions and specifications of the Apartment;
- (b) the layout plan and sanctioned plan of the Project and the Building;
- (c) the workmanship and materials used in construction of the Project;
- (d) the amenities, facilities and Common Areas of the Project; and
- (e) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Deed is being executed with regard to the Apartment;

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

- S) The Parties have gone through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein;
- T) The Parties hereby confirm that they are executing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- U) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all Applicable Laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter; and
- V) In accordance with the terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties, the Promoter hereby executes this Deed in favour of the Purchaser

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

SECTION I - DISCLOSURES, DISCLAIMER CONFIRMATION AND ACKNOWLEDGEMENT

- 1.1 At or before the execution of this Deed the Developer 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 Owners.
 - ii) Gone through the title deeds relating to the said Premises,
 - iii) satisfied himself/herself as to the legal ownership in respect of the said premises and acknowledges that the Owners have a marketable title in respect thereof.
 - iv) Has gone through the said Development Agreement 22nd August 2014 and has fully understood the rights of the Developer.
 - v) Inspected the plan sanctioned by the authorities concerned.
 - vi) Acknowledges that the right of the Purchaser shall remain restrict to the said Apartment and the Properties Appurtenant thereto and that the Purchaser shall have no right over and in respect of the other parts and portions of the said new building.

- vii) Acknowledges that the terms and conditions of this Deed are fair and reasonable.
- viii) Has obtained independent legal advice and the Advocates so appointed by the Purchaser has also caused necessary searches/investigation of title to be made
- ix) Acknowledges that the said new building is going to be a very prestigious building in the city of Kolkata and as such the Purchaser agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- x) Has inspected the letter dated 01.07.2016 from IHFL addressed to the Seller releasing its charge over and in respect of the said Apartment and the properties appurtenant thereto.
- xi) 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
- xii) 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
- xiii) The Purchaser has fully satisfied itself as to the carpet area comprised in the said Apartment and the Developer has delivered to the Purchaser copies of all title deeds including a copy of the plan sanctioned by Kolkata Municipal Corporation
- xiv) The Purchaser is fully satisfied as to the structural stability of the said new building

SECTION II - 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 Developer/Seller (the receipt whereof the
Developer/Seller 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 Developer/Seller with the consent and concurrence of the Vendors/Owners doth hereby sell transfer convey assure assign and grant **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 carpet area of -----sq.ft. built up area of ____ square feet and Super Built Up Area of ____ square feet (be the same a little more or less), along with covered /open parking No. ____ admeasuring approximately _____ square feet **TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said 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** situation whereof is shown and delineated in the map or plan annexed hereto and bordered in **RED** thereon Annexure B) forming part of the Developer's Allocation as defined in the said Development Agreement **TOGETHER WITH** the right to use the common areas installations and facilities in common with the other co-Purchasers and the owners and the other lawful occupants of the Building and/or 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 **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 **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 **FIFTH SCHEDULE** hereunder written) **AND** also subject to Purchaser making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the **CAM CHARGES**) payable in respect of the Said Unit and the Properties Appurtenant Thereto (such Maintenance charges more

fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written)

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

SECTION – III

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

- a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the Vendor/Developer or executed or knowingly suffered to the contrary the Vendor/Developer is 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/Developer 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/Developer or any person or persons having or lawfully or equitably

claiming any estate or interest therein through under or in trust for the Vendor/Developer.

- d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor and/or the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) **THAT** the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispensens debuttar or trust or claims and demands whatsoever created occasioned or made by the Vendor and/or Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) **THAT** the Vendor and the Developer and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment or any part thereof through under or in trust for the Vendor and/or Developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) **THAT** the Vendor/Developer 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 AND THE DEVELOPER as follows:

- i. **THAT** the Purchaser and all other persons deriving title under him/her/it shall and will at all times hereafter shall observe the restrictions/ House Rules regarding the user of the said Unit and also the obligations set forth in the **FIFTH SCHEDULE** hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said 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 Developer and/or or Holding Organisation /Association formed 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 Developer 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 "The Avenue".
- 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 Developer 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.

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

6. THE PURCHASER, WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER'S HANDS THE APARTMENT MAY COME, AND THE ASSOCIATION (AS APPLICABLE) HEREBY COVENANT AND AGREE WITH THE OWNER AND THE PROMOTER AS FOLLOWS:

- 1) That the Promoter [has already given the delivery of vacant, peaceful, satisfactory and acceptable possession of the Apartment on ____ / shall simultaneously with the execution of this Deed give delivery of vacant, peaceful, satisfactory and acceptable possession of the Apartment]

(hereinafter referred to as the "**Possession Date**") to the Purchaser, which the Purchaser hereby admits, acknowledges and accepts;

- ii) That the Purchaser shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Purchaser herein, including but not limited to those mentioned in the **Fifth Schedule** hereunder written;
- iii) That the Purchaser's right at all times shall be limited to the Apartment and the Association's right at all times shall be limited to the Common Areas;
- iv) That the Association hereby grants to the Purchaser, the right to use the Common Areas in common with the other Co-Buyers and/or Co-Occupiers of the Project; provided that, since the share /interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other Co-Buyers and/or Co-Occupiers of the Project, without causing any inconvenience or hindrance to them;
- v) That, on and from the Possession Date, the Purchaser shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoter or the Association, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter or the Association, as the case may be, failing which the Promoter or the Association, as the case may be, shall be entitled to take such action as it may deem fit;
- vi) That the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project, in such manner as may be decided by the Promoter or the Association, as the case be, from time to time in this regard;
- vii) That the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoter or the Association, as the case maybe, and performance by the Purchaser of all his/her/its obligations in respect of the terms and conditions specified by the Promoter or the Association, as the case maybe, from time to time;
- viii) That the Purchaser shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "**Outgoings**") related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Purchaser shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment to the Promoter or the Association, as the case may be. Further, on and from the Possession Date, the Purchaser shall be liable to pay proportionately all Outgoings for

the Common Areas on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Purchaser in respect thereof;

- ix) That the Purchaser shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the Owner and the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Purchaser;
- x) That the Apartment along with the right to use the parking area shall be treated as a single indivisible unit for all purposes;
- xi) That the Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies) with respect to the Apartment;
- xii) That the Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter or the Association;
- xiii) That wherever in this Deed it is stipulated that the Purchaser has to make any payment, in common with other Co-Buyers in the Project, the same shall be in the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project;
- xiv) That the Purchaser and the Association have granted and shall be deemed to have granted to the Promoter, the Owner and the Co-Buyers and/or Co-Occupiers of the Project and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- xv) That the Purchaser shall use the Apartment or any part thereof or permit the same to be used only for residential purposes. Further, the Purchaser shall use the garage or parking space only for the purpose of keeping or parking vehicles;
- xvi) That the Purchaser and the Association agree that the Promoter, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project, and the Purchaser agrees to permit the Promoter and the Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect; and

- xvii) That the Purchaser hereby accepts, confirms and declares that the covenants of the Purchaser as contained in this Deed shall (A) run perpetually; and (B) bind the Purchaser and his/its successors-in-title or Interest and that the Purchaser shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Deed.

7. DEFECT LIABILITY

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

8. ASSOCIATION & COMMON AREAS

- i) The Purchaser hereby further agrees and acknowledges that he/it shall be incumbent upon the Purchaser to join the Association as a member (if it/he has not already done so) and for this purpose also from time to time sign and execute the application for registration and/or membership and

the other papers and documents necessary for the same. The Purchaser shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Purchaser hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Purchaser shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- ii) Each Unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Unit. Further, in the event a Unit is owned by more than one (1) person, then the person whose name first appears in the nomenclature of this Deed as the Purchaser shall only be entitled to become a member of the Association. In the event that the Purchaser is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Purchaser shall not be entitled to become a member of the Association.
- iii) The Purchaser hereby agrees and acknowledges that Promoter, has handed over, or shall handover, the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**"). Save as provided herein, on and from the Handover Date, the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Purchaser and the Association shall, jointly and severally, keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.
- iv) The Purchaser acknowledges that as of the day of this Deed, the non-interest bearing security deposit of INR ____ (Indian Rupees ____), which was deposited with the Promoter by the Purchaser has been pooled into a corpus deposit ("**Corpus Deposit**"). The Purchaser further agrees and acknowledges that such Corpus Deposit, has been or shall be, handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Purchaser and the several Co-Buyers of the Project to the Promoter together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Purchaser and the several Co-Buyers of the Project *inter alia* as a sinking fund. The Purchaser undertakes to make good and pay to the Association all such amounts that, have been or may be, deducted/adjusted as aforesaid by the Promoter as due and payable by the Purchaser and/or to replenish any shortfalls caused on account of the

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

- v) In case of failure of the Purchaser to pay the Common Charges and Expenses on or before the due date, the Purchaser authorises the Promoter or the Association, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. The Purchaser hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Corpus Deposit to the Association. On any such adjustments being made from the Corpus Deposit, the Purchaser hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Association with respect thereto.
- vi) The Promoter and/or the Association, as the case may be, shall be entitled to invest the Corpus Deposit in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project and such payment towards the Corpus Deposit shall not absolve the Purchaser of its obligation to pay the applicable maintenance charges in terms of this Deed.
- vii) The Purchaser acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- viii) The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project.
- ix) Further, the Purchaser agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.

- x) Without prejudice to the rights available under this Deed, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.

9. PROVISIONS OF THIS DEED APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS

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

10. WAIVER & RIGHTS

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

11. SEVERABILITY

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

12. STAMP DUTY & REGISTRATION

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

13. GOVERNING LAW

That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with Applicable Laws for the time being in force and courts at Kolkata shall have jurisdiction for this Deed.

FIRST SCHEDULE

SAID LAND (PREMISES)

ALL THAT the piece and parcel of land containing by estimation an area of 34 cottahs (more or less) situate lying at and being Municipal Premises No.24/3 Alipore Road, P.S. Alipore, Kolkata 700 027 and butted and bounded in the manner following that is to say

ON THE NORTH : By Alipore Road
ON THE SOUTH : By Premises No. 5 Alipore Road
ON THE WEST : By Premises No.24/2 Alipore Road
ON THE EAST : By Premises No.24/4 Alipore Road

SECOND SCHEDULE
(APARTMENT)

ALL THAT Apartment No. _____ on _____ floor of the Building No. _____ having Carpet Area of _____ square feet, built up area of _____ square feet and Super Built Up Area of _____ square feet, comprised of _____ Bedroom, _____ Kitchen, _____ Bathroom, living cum dining, _____ verandah, open terrace admeasuring about _____ and _____ servant quarters.

PARKING SPACE

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

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON AREA, PARTS AND PORTIONS)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the 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 therefor.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the Properties.
11. Generator its installations and its allied accessories and room.
12. Lifts, lift wells and their accessories installations and spaces required therefore.
13. Fire fighting equipment.
14. Such other common parts areas including gym, banquet hall, equipments installations fixtures fittings covered and open space in or about the said Properties and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the said Unit and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organization) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Unit and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Unit as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary 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 installing any drains and sewers forming part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the Premises.
7. Insuring any risks.
8. 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. Clearing as necessary of the areas forming parts of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Premises and providing such additional lighting apparatus as the Lessor may think fit.
11. Maintaining and operating the lifts.
12. The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Unit.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual owner of any Unit.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupiers of any of the Unit.
17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the building excepting those which are the responsibility of the Seller/occupier of any Unit.
19. The Purchase maintenance renewal and insurance of equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organization it is reasonable to provide.
22. Such sum to be fixed annually as shall be estimated by the Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

THE FIFTH SCHEDULE ABOVE REFERRED TO

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

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

1. That the Allottee agrees and acknowledges that basements and service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the services areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter and/or the Association, as the case may be, for rendering maintenance services;
2. That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Promoter and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building and the Project and shall abide by the directions and decisions of the Promoter and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project;
3. That the Allottee shall abide by and observe at all times the regulations framed by the Promoter and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Apartment and/or the Project and shall also abide by the Applicable Laws;
4. That the Allottee shall pay to the Promoter or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Allottee and/or any occupier of the Apartment and/or family members, guests or servants of the Allottee or such other occupiers of the Apartment;
5. That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
6. That the Allottee shall carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Building or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
7. That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
8. That the Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design;
9. That the Allottee shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case

any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;

10. That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
11. That the Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, panis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Association;
12. That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
13. That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated, other than in the area earmarked for the such purpose;
14. That the Allottee shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;
15. That the Allottee shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is sold;
16. That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project;
17. That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
18. That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be;
19. That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Promoter or the Association, as the case may be, of the tenant's/transferor's details, including address and telephone number;
20. That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
21. That the Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
22. That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
23. That the Allottee shall not install grills, the design of which has not been suggested and/or approved by the Promoter or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;

24. That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
25. That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
26. That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;
27. That the Allottee shall not use the Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
28. That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
29. That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kuccha or pucca construction, grided wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
30. That the Allottee shall not park or allow his vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
31. That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
32. That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
33. That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
34. [That the Allottee shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;]
35. That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
36. That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
37. That the Allottee shall not install or keep or run any generator in the Apartment and the garage, if any;
38. That the Allottee shall not smoke in public places inside the Project which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
39. That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
40. That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
41. That the Allottee shall not use the elevators in case of fire;
42. That the Allottee agrees and acknowledges that the Promoter and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;

43. That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Promoter and/or the Association, as the case may be;
44. That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
45. That the Allottee shall remain fully responsible for any domestic help or drivers employed by the Allottee and any pets kept by the Allottee;

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

SIGNED AND DELIVERED BY THE SELLER

At Kolkata in the presence of

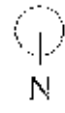
SIGNED AND DELIVERED BY THE OWNERS

At Kolkata in the presence of

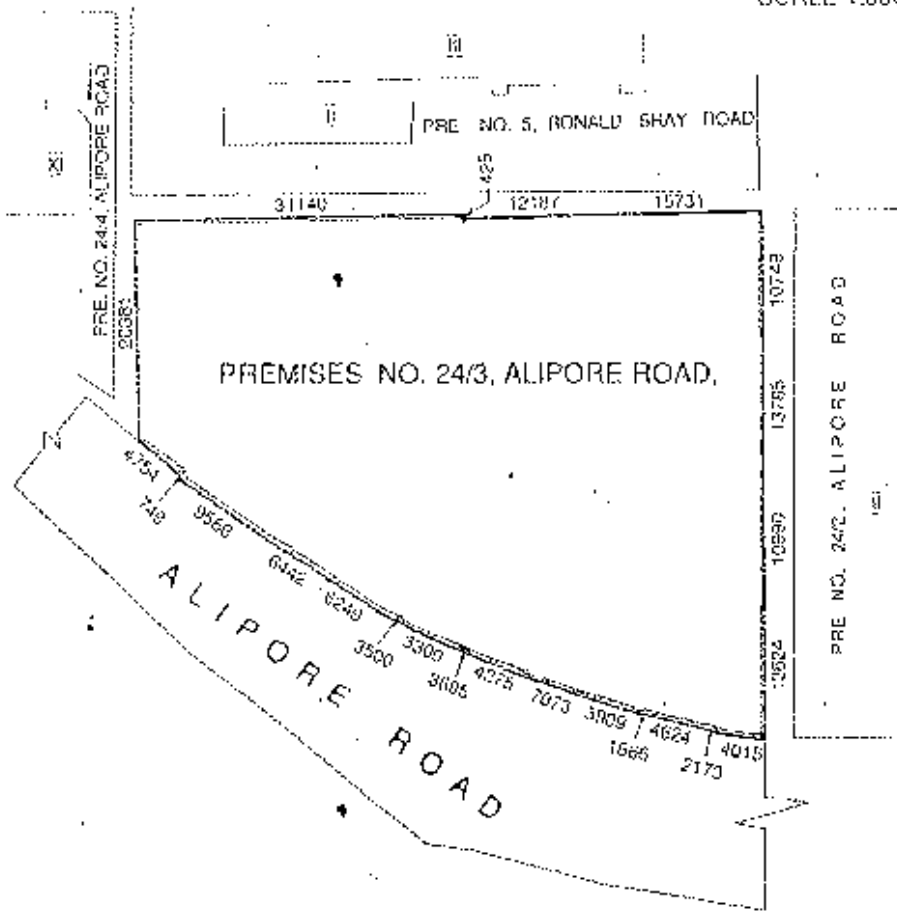
SIGNED AND DELIVERED BY THE PURCHASER

At Kolkata in the presence of

SITE PLAN OF PREMISES NO. 24/3, ALIPORE ROAD, ^{ANNEX URB. 19}
 KOLKATA - 700027. WARD NO.-74, BOROUGH- IX,
 UNDER THE KOLKATA MUNICIPAL CORPORATION, P.S.- ALIPORE.
 LAND AREA = 2244.48 SQ.M.



SCALE-1:500



For K. K. JAJODIA & SONS (HUF)
 ADITYA KUMAR JAJODIA

Aditya Kumar Jajodia
 24/3 ALIPORE ROAD

Constituted Attorney

SIGNATURE OF OWNER

MEMO OF CONSIDERATION

Received Rupees _____ (Rupees _____) towards the total consideration for the sale of the Apartment; as per the terms of this Deed.

Promoter