

## **DEED OF CONVEYANCE**

This Deed of Conveyance is executed on this \_\_\_\_ day of \_\_\_\_\_, 20..... at  
.....

### **BY AND BETWEEN**

**M/S KIRTI SAI NATH CONSTRUCTIONS PRIVATE LTD. (CIN NO. U70102WB2013PTC194230) (PAN No: AAFCK1928B)**, a company incorporated under the Companies Act, 1956 and having its registered office at P-38, William Carey Sarney. “Arun Chambers”, 5<sup>th</sup> Floor, P.O & P.S – Hare Street, Kolkata-700001 and represented by its Director Shri Nawal Kishor Rathi (PAN No: ACRPR5189C) son of Late Hari Kishan Rathi, residing at 12, Dr. P.K. Banerjee Road, Howrah-711101, hereinafter referred to as the **OWNER/VENDOR** (which term or expression shall unless be excluded by or repugnant to the subject to context be deemed to mean and include the said company, successors-in-office, executors, administrators and representatives) of the ONE PART.

**AND**

*[If the Purchaser is a company]*

(CIN No. [\_\_\_\_]) a company incorporated under the provisions of the Companies Act,

[1956 or the Companies Act, 2013, as the case may be], having its registered office at [\_\_\_\_] (PAN [\_\_\_\_]), represented by its authorized signatory, \_\_\_\_\_ [PAN: \_\_\_\_\_] (**Mobile No.** \_\_\_\_\_), son/wife/daughter of \_\_\_\_\_ (Aadhaar No. [\_\_\_\_]) and duly authorized vide board resolution dated [\_\_\_\_], hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **OTHER PART**.

[OR]

*[If the Purchaser is a Partnership]*

[\_\_\_\_], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [\_\_\_\_] (PAN [\_\_\_\_]), represented by its authorized partner \_\_\_\_\_ [PAN: \_\_\_\_\_] (**Mobile No.** \_\_\_\_\_), son/wife/daughter of \_\_\_\_\_ (Aadhaar No. [\_\_\_\_]) duly authorized vide hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), of the **OTHER PART**.

[OR]

(1) \_\_\_\_\_ [PAN: \_\_\_\_\_] (**Mobile No.** \_\_\_\_\_), son/wife/daughter of \_\_\_\_\_ **AND** (2) \_\_\_\_\_ [PAN: \_\_\_\_\_] (**Mobile No.** \_\_\_\_\_), son/wife/daughter of \_\_\_\_\_, both residing at \_\_\_\_\_ hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **OTHER PART**.

[OR]

*[If the Purchaser is a HUF]*

Mr. [\_\_\_\_], (Aadhaar No. [\_\_\_\_]), son of [\_\_\_\_] aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at [\_\_\_\_] represented by its Karta, \_\_\_\_\_ [PAN: \_\_\_\_\_] (**Mobile No.** \_\_\_\_\_), son/wife/daughter of \_\_\_\_\_ hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **OTHER PART**.

The Owner, Owners and Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- A. One Swarna Kanti Mukherjee was the owner of 44 Decimals of land at Mouza Nadiha, P.S. Cokeoven, District-Burdwan, at Dag Nos. 5 & 6 at present Dag No. 3 & 4, Khatan No. 1111 corresponding to LR Khatian No. 2561.
- B. The said Swarna Kanti Mukherjee died intestate leaving behind him his four sons namely Deb Sarathi Mukherjee, Bijoy Sarathi Mukherjee, Partha Sarathi Mukherjee and Dhruba Sarathi Mukherjee and 2 daughters namely Rajlaxmi Mukherjee alias Ghosal and Priya Laxmi Mukherjee alias Banerjee and his wife Kamala Devi to inherit the property left by him.
- C. The said Partha Sarathi Mukherjee and Dhruba Sarathi Mukherjee, Rajlaxmi Mukherjee alias Ghosal by a registered Deed of Gift registered at the office of the Additional District Sub-Registrar at Ranigunj, recorded in Book No. I, Volume No. 52, pages 264 to 266, Being No. 4560 for the year 1968 made gift and transferred 9 (Nine) Decimals of land at Mouza-Nadiha, P.S.-Coke oven, District-Burdwan, at Dag Nos. 5 in favour of Subal Mukherjee.
- D. The said Kamala Devi died intestate leaving behind said sons and daughters to inherit the property left by her.
- E. The said Deb Sarathi Mukherjee died intestate leaving behind his wife Tapati Mukherjee and his daughters Kabita Mukherjee, Sunita Goswami alias Sabita Goswami to inherit the property left by him.
- F. Bijoy Sarathi Mukherjee died intestate leaving behind him his wife Kona Mukherjee and Indrani Bhattacharjee to inherit the property left by him.
- G. The said Subal Chandra Mukherjee died intestate leaving behind him his son Udaybhanu Mukherjee and his daughter Ruma Kesh to inherit the property left by him.
- H. One M/s. I-Nova Real Estate Limited acquired 42 Decimal out of the 44 Decimal Land by way of purchase from Legal heirs of deceased Swarna Kanti Mukherjee vide deed No. 6602 of 2009, i.e., from Tapati Mukherjee, Kabita Mukherjee, Sabita Goswami; vide deed No. 7476 of 2009 from Rajlakshmi Ghosal, vide deed No. 7477 of 2009 from Partha Sarathi Mukherjee, vide deed No. 7478 of 2009 from Priya Lakshmi Banerjee; Vide Deed No. 7474 from Uday Bhanu Mukherjee and Smt. Ruma Kesh, vide Deed No. 7475 of 2009

from Dhruva Sarathi Mukherjee and vide Deed no. 6601 of 2009 from Kona Mukherjee and Indrani Bhattacharya.

- I. The said M/s. I-Nova Real Estate Limited has mutated its name in the role of BLLRO Durgapur in LR Khatian No. 1958 and paid relevant land revenue upto 1419 B.S.
- J. By way of registered deed of sale, the said M/s. I-Nova Real Estate Limited alongwith the other legal heirs of Swarna Kanti Mukherjee sold all that scheduled land to M/S Kirti Sai Nath Constructions Private Ltd. the Owner herein which was registered in the office of the Additional District Sub-Registrar at Durgapur and was recorded in Book No.-I, Volume No. 12, pages from 4676 to 4691 being no. 05228 for the year 2013.
- K. By way of registered deed of sale, the said M/s. I-Nova Real Estate Limited alongwith the other legal heirs of the said scheduled land sold all that land to M/S Kirti Sai Nath Constructions Private Ltd. the Owner herein which was registered in the office of the Additional District Sub-Registrar at Durgapur and was recorded in Book No.-I, Volume No. 12 pages from 4658 to 4675 being no. 05227 for the year 2013.
- L. The Owner herein became the sole and absolute owner of all that piece and parcel of Kanali land measuring about 44 Decimal (42 Decimal comprising in RS Plot No. 05 corresponding to LR-04, RS Khatian No.-1958 & 1111 corresponding to LR Khatian No. 2561) and (2 Decimal comprising in RS Plot No. 06 corresponding to LR-03, RS Khatian No.-1958 & 1111 corresponding to LR Khatian No. 2561, Mouza-Nadiha, J.L. No. 92, P.S. Coke Oven, Durgapur, Burdwan-713218 and morefully described in the schedule mentioned below and accordingly the Owners being the owner of the schedule below land was desirous to construct building thereon the land.
- M. The Owner has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the units and the building from Concerned Authority. The Owner agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- N. The Owner has got registered the Project under the provisions of the said Act with the Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_;

- O. The owner of the said property has constructed buildings according to the said sanctioned building plan No. CB/627/13 granted by the Durgapur Municipality containing several flats, garage etc along with a commercial space on the ground floor under the name and style of “Kirti Enclave”.
- P. **By virtue of an agreement dated .....made between the parties herein (hereinafter referred to as the said “Agreement for Sale”) the Purchaser** had applied for a Unit in the Project and has been allotted the Unit no. \*\*\*\*: having a carpet area of ..... Block/Building No.!!!, on +++ floor in the Building (“Unit”) along with \_\_\_ number of open/covered car/two wheeler parking space bearing no. \_\_\_in the ground floor/in the basement, (“Garage”) as permissible under the applicable law and of pro rata share in the Common Areas (*defined hereinafter*) (the Unit and Garage hereinafter collectively referred to as the "Apartment", more particularly described in Part II of Schedule A and the floor plan of the Apartment are annexed hereto and marked as Schedule B) and had duly agreed with the terms and covenants as mentioned therein;
- Q. The Purchaser has at or before execution of this deed of conveyance paid to the Owner the The Total Consideration of Apartment is Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_) only (“Total Consideration of Apartment”) and has called upon the Owner to grant this conveyance in favour of the Purchaser..

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

## **DEFINITIONS AND INTERPRETATIONS**

### **A. Definitions**

In the Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017), as amended and/or substituted;

“**Apartment**” shall have the meaning ascribed to it in Recital O;

“**Applicable Law**” shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

“**Association**” shall mean the body to be created by the Apartment Acquirers;

“**Building Common Areas**” shall mean with respect to the Tower, the areas, facilities and amenities specified in **Schedule[E]** which are to be used and enjoyed in common with all the other Apartment Acquirers of the Units in the Building; and

“**Carpet Area**” shall mean the net usable floor area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/veranda/open terrace area.

“**Common Areas**” shall mean collectively the areas, amenities and facilities specified in **Schedule E** for the common use and enjoyment of all the Purchaser/occupiers of the Project;

“**Common Rules**” shall mean the rules and regulations specified in **Schedule [G]** to be observed by the Apartment Acquirers for the common, peaceful, effective and harmonious use and enjoyment of the Project;

“**Land**” shall have the same meaning as ascribed in Recital L of this Agreement;

“**Maintenance Charges**” shall comprise of the Common Expenses and such other charges incurred for the welfare and maintenance of the Project;

“**Maintenance-In-Charge**” – shall mean upon the formation of the Association and its taking charge of the acts relating to the Common Purposes from the Owner mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, shall mean the Owner.

“**Net Area**” shall mean sum of the carpet area of the Unit.

“**Garage**” shall have the meaning ascribed to it in Recital O;

"**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

"**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017, as amended and/or substituted;

“**Society/Association**” shall mean the association formed by the Owner for the interest of the purchasers under the West Bengal Apartment Owner Association.

"**Section**" means a section of the Act; and

“**Unit**” shall mean each unit of occupancy in the Project, being a Flat and the expression “**units**” shall be construed accordingly.

## **B. Interpretation**

- (i) Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa.
- (ii) Words in singular shall include the plural and vice versa.
- (iii) Reference to a gender includes a reference to all other genders.
- (iv) A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- (v) Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Agreement;
- (vi) The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Agreement; and
- (vii) Words and expressions not defined herein but defined in the Act shall have their meanings ascribed in the Act.

**NOW THIS INDENTURE WITNESSETH** that in pursuant of the said agreement and in consideration of the aforesaid sum of Rs. ....../-(Rupees .....only) of the lawful money of the Union of India well and truly paid by the Purchasers to the Owner (the receipt whereof the Owner doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchasers and the said Unit and properties appurtenant thereto), the Owner doth hereby grant, transfer, convey, assign and assure and in favour of the Purchasers All That the piece and parcel of the Flat morefully described in the **Part-II of the SCHEDULE A** below, building at the said property morefully and particularly described in the **Part-I of the SCHEDULE A** hereunder written and shown and delineated in the map or plan annexed hereto, duly bordered in colour RED thereon Together With the undivided proportionate indivisible part or share in the land beneath the said New Buildings attributable thereto comprised in the said premises hereunder written and Together With the undivided proportionate indivisible share in the common areas, common facilities and amenities of the said New Building and the said premises (hereinafter collectively referred to as the SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever AND TOGETHER WITH the right to use the common areas installations and facilities in common with the Owner, Co-transferees and the other Owners and the other lawful occupants of the new building AND TOGETHER WITH all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit and the Rights and Properties Appurtenant thereto TO HAVE AND TO HOLD the said Unit and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchasers.

**AND THE OWNER DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows: -

- a. Notwithstanding any act deed or thing whatsoever done as aforesaid the Owner has a good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Unit And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchasers in the manner as aforesaid.
- b. The said Unit And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Owner or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Owner.
- c. The Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit And The Rights And Properties Appurtenant



thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Owner or any person or persons having or lawfully or equitably claiming as aforesaid.

- d. The Purchasers shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Owner or any person or persons lawfully or equitably claiming as aforesaid.
- e. AND FUTHER THAT the Owner and all persons having or lawfully or equitably claiming any estate or interest in the Said Unit And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Owner shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit And The Rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonably required.
- f. The Owner has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Unit And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.
- g. The Owner do hereby further covenant with the Purchasers that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers shall produce or cause to be produced to the Purchasers or to their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other true copies or extracts therefrom as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncancelled.

**AND THE PURCHASERS SHALL TO THE END AND INTENT THAT THE**

**OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE OWNER** as mentioned in SCHEDULE G.

**AND IT IS FURTHER HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows: -

- a) If before formation of the Association, any dispute relating to the said Unit arises by and between the Purchasers and the other occupiers of the other parts of the new buildings such disputes and differences shall be adjudicated by the Developer alone whose decision shall be final and binding. The developer might authorize the Maintenance-In-Charge to solve the said dispute. After the Association is formed, the same should be adjudicated by the Association alone.
- b) From the date next to the date of making over possession of the said Unit to the purchasers or on the expiry of the notice of possession, whichever is earlier, the purchasers shall bear, pay and discharge exclusively the following expenses and outgoings to the developer or Maintenance-In-Charge, as the case may be:-
  - I) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Flat directly to Durgapur Municipal Corporation Provided That so long as the Flat is not assessed separately for the purpose for such rates and taxes, the purchasers shall pay to the Owner/developer or Maintenance-In-Charge proportionate share of all such rates and taxes assessed on the new buildings.
  - II) All other taxes including service tax if payable by the Maintenance-In-Charge, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Flat or the new building as a whole and whether demanded from or payable by the Purchasers or the Developer or Maintenance-In-Charge, the same shall be paid by the Purchasers wholly in case the same relates to the Flat and proportionately in case the same relates to the New Buildings as a whole.
  - III) Electricity charges for electricity consumed in or relating to the Flat to the Owner/Developer or the Maintenance-In-Charge based on the reading shown in the sub-meter provided for the Flat at the rate at which the Developer or the Maintenance-In-Charge shall be liable to pay the same to Electricity Department.
  - IV) The recurring charges towards running and operation of the Generator to be calculated in the manner following:-

- i) Fuel charges on the basis of the KWH meter and the applicable fuel rates.
  - ii) Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.
  - iii) Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Developer or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator.
  - iv) Government duty at applicable rates on alternate generation of power.
- V) The proportionate share of all Common Expenses payable to the Developer or the Maintenance-In-Charge from time to time. In particular, and without prejudice to the generality of the foregoing, the Purchasers shall pay to the Developer or the Maintenance-In-Charge the maintenance charges calculated on actual basis per square feet per month of the Super Built-up Area of the said Flat. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Developer or the Maintenance-In-Charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchasers.
- VI) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchasers in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the concerned electricity department, from its consumers for the delay in payment of its bills.
- c) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Owner/Developer or the Maintenance-In-Charge. The bills and demands for the amounts payable by the Purchasers shall be deemed to have been served upon the Purchasers, in case the same is left in the Flat or in the letter box in the ground floor of the new building earmarked for the Flat.
  - d) Until the expiry of three months of a notice in writing given by the Owner/Developer to the Purchasers and the other co-transferees to take over charge of the acts relating to common purposes, the Developer shall be the Maintenance-In-Charge and look after the common purposes and the

Purchasers undertake to regularly and punctually pay to the Owner/Developer or its nominee the maintenance charges and other amounts payable by the Purchasers herein.

- e) So long the Owner/Developer is the Maintenance-In-Charge, the Purchasers shall not hold the Maintenance-In-Charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance-In-Charge in its acts relating to the Common Purposes nor shall the Purchasers be entitled to hold the Owner/Developer responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchasers as well as the Association shall remain liable to indemnify and keep indemnified the Developer for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchasers and/or the Association.
- f) The notice contemplated hereinabove may be given by the Owner/Developer at its sole discretion upon transfer of all the Flats/Units in the new buildings to the Co-transferees or, earlier, and immediately upon receipt of such notice, the Purchasers along with the other Co-transferees shall at their own costs and expenses and in a lawful manner form the Association for the common purposes with the Co-transferees as shareholders or members, as the case may be, thereof and each shareholder or member shall have voting rights in such Association equivalent to one vote per Flat/Unit, it being clarified that in case there be more than one Purchaser of one Flat even then only one of such Purchaser who is nominated amongst them shall be entitled to have voting rights appertaining to their Flat.
- g) The Purchasers and the other Co-transferees shall sign and execute all papers, documents and applications for the purpose of formation of the Association and to do all the necessary acts deeds and things and the Owner/Developer shall not in any manner be responsible and liable therefore except that in the event, the Owner/Developer shall retain any Flat/Unit, it shall also become a shareholder or member of the Association, as the case may be.
- h) Upon formation of the Association, the Owner/Developer shall transfer to the Association all their rights responsibilities and obligations with regard to the common purposes (save those expressly reserved by the Developer hereunder or so intended to be or so desired by the Owner/Developer hereafter) whereupon only the Association shall be entitled thereto and obliged therefore, it being expressly agreed and clarified that in case on the date of expiry of the notice period specified hereinabove, the Association is not formed then all such rights responsibilities and obligations with regard to the common purposes shall be deemed as on such date to have been transferred by the Owner/Developer to all the Co-transferees for the time being of the new building without any further act on the part of the Owner/Developer and whereupon only the Co-transferees shall be entitled thereto and obliged therefore. All reference to the Owner/Developer herein with regard to the common purposes shall henceforth be deemed to be reference to the

Association or the Co-transferees as the case may be.

- i) At the time of handing over the charge to the Association or to the Co-transferees as the case may be the Owner/Developer shall also transfer the residue then remaining of the deposit made by the Purchaser hereinabove after adjusting all amounts then remaining due and payable by the Purchasers and the amounts thus transferred shall be held by the Association or the Co-transferees to the Account of the Co-transferees respectively for the purpose thereof and the Purchasers and the other Co-transferees and the Association shall remain liable to indemnify the Owner/Developer for all liabilities due to non fulfillment of its obligations by the Purchasers and/or the other Co-transferees and/or the Association and/or Co-transferees (including those on account of loss of life or property due to operation and maintenance of lifts and/or other installations in the new buildings).
- j) The rules and regulations and/or bye laws of the said Association shall not be inconsistent herewith.
- k) In the event of the Purchasers failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchasers under these presents within a period of seven days from the date on which such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchasers hereunder, then without prejudice to the other remedies available against the Purchasers hereunder, the purchasers shall be liable to pay to the Owner/Developer or the Maintenance-In-Charge interest at the rate of 18% per annum and without prejudice to the aforesaid, the Maintenance-In-Charge shall be entitled to:
  - (a) Withhold and stop all other utilities and facilities (including lifts, generator, etc.) to the Purchasers and their servants, visitors, guests, tenants, licenses and/or to the Unit.
  - (b) To demand and directly release rent and/or other amounts becoming payable to the Purchasers by any tenant or license or other occupant in respect of the Unit.
- l) Until the appointment of Maintenance-In-Charge by the Owner/Developer, the Owner/Developer shall be the Maintenance-In-Charge and look after the Common Purposes and the Purchasers undertakes to regularly and punctually pay to the Owner/Developer or their nominee or Maintenance-In-Charge the maintenance charges and other amounts payable by the Purchasers hereunder.
- m) The Purchasers shall observe the covenants as be deemed reasonable by the Owner/Developer or the Maintenance-In-Charge from time to time for the common purposes.
- n) For the purposes of these presents any act, default or omission of the servants,

agents, independent contractors and invitees of the Purchasers shall be deemed to be the act, default or omission of the Purchasers.

- o) The proportionate share of the Purchasers in various matters referred herein shall be such as be determined by the Owner/Developer and the Purchasers shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- p) Save the said Unit the Purchasers shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Units and spaces or constructed areas or Car parking Spaces at the new buildings and the Owner/Developer shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Owner/developer in their absolute discretion, shall think fit and proper and the Purchasers hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Owner/developer exclusively.

The undivided share in the land below and underneath the new building comprised in the said premises hereby sold and transferred and attributable to the Said Flat shall always remain indivisible and impartible.

*[Next page is the execution page]*

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Durgapur, in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Purchaser: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Owner: M/s. Kirti Sai Nath Constructions Pvt. Ltd.**

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Schedule A**

**Part – I**

**(“Land”)**

**ALL THAT piece and parcel of Bastu land total measuring about 44 Decimal (42 Decimal comprising in RS Plot No. 05 corresponding to LR-04, RS Khatian No.- 1958 & 1111 corresponding to LR Khatian No. 2561) and (2 Decimal comprising in RS Plot No. 06 corresponding to LR-03, RS Khatian No.- 1958 & 1111 corresponding to LR Khatian No. 2561, Mouza-Nadiha, J.L. No. 92, P.S. Coke Oven, Durgapur, Burdwan-713218 butted and bounded as follows:**

**ON NORTH : 150 Feet J.P. Avenue**

**ON SOUTH : R.S. Plot No. 8**

**ON EAST : Drain**

**ON WEST : Land of G.Nandi, R.M. Saha, B.P. Gupta, Asit Konar**

## Part – II

### (“Apartment”)

ALL THAT the Unit no. \*\*\* having carpet area of .....square feet aggregating to a Net area of \$\$\$ square feet, Block/Building No. !!!, on +++ floor in the Building (“Unit”) along with \_\_\_\_ number of open/covered car/two wheeler parking space bearing no.\_\_\_\_ admeasuring \_\_\_\_ square feet in the ground floor/in the basement, (“Garage”) now in course of construction on the said Land **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

For the purpose of registration, the Built-up area of the said Unit is \_\_\_\_\_ sq. ft. (built up area means Carpet area with external walls of the said unit and internal wall within the Unit).

### Schedule B

#### [Common Expenses]

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 Association) be necessary and in a proper and workman like 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 tidy condition and tending and renewing all lawns flower 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 drive way 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. Cleaning as necessary of the areas forming part of the Project.
10. 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 Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. 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(s) or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual Purchaser(s) / occupiers of the Project.
14. 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 any individual Purchaser/occupier of Project.
15. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
16. 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.
17. 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 Project.
18. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

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 (including but not limited to) any other equipment and the provision of any other service in the Project.
21. In such time to be fixed annually as shall be estimated by the Association (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 Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
23. The Purchaser (s) under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Purchaser(s) herein in respect of his/ her/their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Purchaser makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Purchaser(s) herein over and above the monthly maintenance charges.

### Schedule C

#### [Common Rules]

#### **Part I -Restrictions**

##### **1. The Purchaser shall not:**

- 1.1 Partition the Flat and/or the Car Parking Space.
- 1.2 Not ever cover the open verandas with grills or otherwise and shall at all material times keep them in the same manner as they will be delivered by the Developer.
- 1.3 Damage the Building or the common portions, amenities, facilities or any of the other Flats by making any alterations or withdrawing any support or otherwise.
- 1.4 Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the common portions, save at the places earmarked therefore.

- 1.5 Place or cause to be placed any article in any of the common portions.
- 1.6 Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project.
- 1.7 Use or allow the Flat or any part thereof to be used for any club, political meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office.
- 1.8 Use the Car Parking Space(s) for any purpose other than for parking of middle/standard size motor cars and two wheelers or partition the same in any manner and not ever make any construction of whatsoever nature thereat nor ever sell the same to anyone but a person having or purchasing an Flat in the Building where the Flat of the **Purchaser** will be situate.
- 1.9 Put up or affix any sign board, name plate or other things or other similar articles in any of the common portions or outside the Flat save at the places provided therefore, provided that the **Purchaser** may display a small and decent name-plate outside the main door of the Flat.
- 1.10 Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Flat or in any of the common portions which may be injurious or obnoxious to the other occupiers or such articles which are so heavy as to affect or endanger the structure of the Building or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase. However, the **Purchaser** may keep LPG gas cylinder for domestic use as may be permissible under Applicable Laws.
- 1.11 Hang from or attach to the beams or the rafters of any part of the Flat or the Building any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Building or any part thereof.
- 1.12 Do or cause to be done anything which may cause any damage to or affect the Building, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Flat acquirers.
- 1.13 Affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the Building or other parts, without approval of the Developer or the Association or the Facility Management Company ("**FMC**"), as the case may be.
- 1.14 Affix or install any antenna on the ultimate roof of the Building or any open terrace that may be part of any Flat or in its windows.
- 1.15 Hang or put any clothes in or upon the windows, balconies or any other portion of the Flat which is visible from the outside or to outsiders.

- 1.16 Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any other occupiers or cause disharmony amongst them.
- 1.17 Install any air-conditioner, except in the approved places.
- 1.18 Affix or change the design or the place of the grills, the windows or the main door of the Flat without prior approval of Developer or Association or FMC, as the case may be.
- 1.19 Make any internal addition, alteration and/or modification in or about the Flat save in accordance with the then existing statutory building regulations and prior permission therefore having been taken from the appropriate authorities as also from the Developer or the Association or the FMC, as the case may be.
- 1.20 To carry any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Flat excepting between 10:00 a.m to 06:00 p.m and while carrying on such work to ensure that no annoyance or disturbance is caused to the residents of the Building in which the Flat is situated. Further, not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Flat during the Board Examinations. Notwithstanding the above and to the extent applicable, all such works shall have to be done with prior consent of the Developer or the Association or the FMC, as the case may be and in strict compliance with the prevailing fit-out guidelines as framed by the Developer or the Association or the FMC, as the case may be.
- 1.21 To alter the outer elevation of the Building or the Flat, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- 1.22 Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Flats or the Building.
- 1.23 Claim any right of pre-emption or otherwise regarding any of the other Flats or any portion of the Building and/or the Project.
- 1.24 Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Flats or the Building or cause the premium for the insurance to be increased.
- 1.25 Do or cause anything to be done in or around the said Flat or the fittings and fixtures affixed thereto which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof and /or to make any additions or alterations which are not permissible in law.

- 1.26 Close or permit the closing of verandas or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandas lounge or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Developer differs from the colour scheme of the Building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the Building.
- 1.27 Alter or change or cause any alteration or change in the fittings of electrical points in the balcony of the Flat.
- 1.28 Use the said Flat or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to co-purchasers/occupiers of the other portions of the Building or Buildings to the owners and occupiers of the neighbouring properties or for any illegal or immoral purpose.
- 1.29 Park car on the pathway or open spaces of the Building or the Project except the space allotted.
- 1.30 Obstruct other occupiers in hanging clothes at the places designated for such purpose by the Developer or the Association or the FMC in the roof of the Building.
- 1.31 Commit breach or violate such building rules and regulations as may be made applicable by the Developer or FMC before the formation of the Association and after the Association is incorporated to comply with and/or adhere to the building rules and regulations of such Association.
- 1.32 Object on any additional construction activities being carried out or to be carried out by the Developer.
- 1.33 Obstruct any of the occupiers of the other phases of the Project to use and enjoy any of the common areas, facilities and amenities within the Project which common areas, facilities and amenities are not earmarked by the Developer for exclusive use and enjoyment of any particular phase of the Project.
- 1.34 Allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association might have selected or engaged.

**2. The Purchaser shall:**

- 2.1 Maintain the Project in general and the Building where the Flat is situate for the purposes, with the intent and object for which the same is constructed.
- 2.2 Assist the Developer to form the Association of Flat Acquirers, if the Developer so desires and strictly abide by all the Rules and Regulations of the Association so formed.

- 2.3 Co-operate and assist in all manner with the Developer/FMC/Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building, Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder, and shall indemnify and keep the Developer/FMC/Association, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Developer/FMC/Association, as the case may be, may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the **Purchaser**.
- 2.4 Maintain, at their own costs, the Flat in the same good condition, state and order in which the same is be delivered to him/her/it, normal wear and tear accepted.
- 2.5 Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of West Bengal, including relevant laws with respect to maintenance of mandatory open spaces.
- 2.6 Pay regularly and punctually every month and month by month, the common area maintenance charges at such rates as may be decided, determined and apportioned by the Developer to the Developer and upon the formation of the Association to such Association, without any abatement or demand, payable with effect from the day month and year first above written in the possession letter. NOTWITHSTANDING anything included or not included within the scope of this clause but in the opinion of the Developer and/or Association or Facility Management Company are issues or subject matters of common interest, the **Purchaser** undertakes not to oppose the decisions taken by the Developer and/or Association or Facility Management Company, on such issues. The statement of account of the apportionment of the common area maintenance charges as prepared by the Owners and/or Developer and/or Facility Management Company and/or upon the formation of the Association shall be conclusive and final.
- 2.7 Pay the charges for electricity only relating to the Flat and proportionately relating to the Building and Project common portions, utilities and facilities.
- 2.8 Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Flat and after such installation, timely pay all charges and/or deposits to

ensure that none of the other Flat Acquirers or the Developer/FMC/Association, as the case may be, is hindered in any manner for any non or untimely payment.

- 2.9 Pay the proportionate rates, charges and fees of the Durgapur Municipal Corporation (“**DMC**”) till such time the Flat is not mutated and separately assessed by the DMC and thereafter timely pay all rates and taxes of the DMC to ensure that none of the other Flat Acquirers or the Developer/FMC/Association, as the case may be, is affected in any manner for any non or untimely payment.
- 2.10 Pay such further deposits as be required by the Developer/FMC/Association, as the case may be, from time to time.
- 2.11 Maintain and be responsible for the structural stability of the Flat and not to do any act, matter or thing which may affect the structural stability of the Building.
- 2.12 Use the Flat, the Car Parking Space(s) and the common portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- 2.13 Sign such forms, give such authorities and render such co-operation as may be required by the Developer/FMC/Association, as the case may be.
- 2.14 Pay, wholly in respect of the Flat and proportionately in respect of the Building and Project, all costs, charges and expenses as may arise due to any reason whatsoever provided that the **Purchaser** shall have the right to claim reimbursement if the same be occasioned due to default by any other person.
- 2.15 Allow the Developer/FMC/Association, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Flat.
- 2.16 Ensure that the entirety of Project is maintained in a decent manner.
- 2.17 Pay, and undertake to pay, such damages on demand as ascertained by the Developer/FMC/Association, as the case may be, for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand.
- 2.18 Pay and undertake to pay interest at the rate of 2% per month in the event the **Purchaser** fail or neglects to pay the damages for the breach of any covenant from the due date of demand till the date of payment and hereby further undertakes that in the event the said damages and the interest thereon is not paid within 60 (sixty) days from the date of demand, the **Purchaser** shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the Building including without limitation the water supply, gas, electricity and lift and hereby authorises the

Developer/FMC/Association, as the case may be, to discontinue any or all the facilities and utilities.

- 2.19 Observe, perform and comply with the conditions mentioned in other parts of this Schedule.
- 2.20 Co-operate with the other co-purchasers and the Developer or the Association or the FMC in the management and maintenance of the said New Building.
- 2.21 Allow the Owner to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Purchaser(s) hereby consents and waives all rights to enable the Owner to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Owner shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs
- 2.22 The **Purchaser** acknowledge that the Complex is being constructed over the said Premises and the Separated Area and the Excluded Area do not form part of the said Premises. The **Purchaser** further acknowledges that pursuant to discussions, the Owners have agreed to grant a right of access / passageway for the said Complex through the Excluded Area and the Separated Area subject to the conditions that (a) the Owners will be permitted to undertake construction on the said Separated Area and the Excluded Area respectively at present not forming part of the said Premises and (b) the Owners will, subject to necessary sanctions, be permitted to amalgamate the land comprising the Separated and the Excluded Area with the said Premises as part of the Complex. The **Purchaser** acknowledge and has provided its consent / no-objection to such conditions and further agrees to provide its consent if so required by any Governmental Authority to effectuate the amalgamation. The **Purchaser** further acknowledges and agrees that in the event that the **Purchaser** are unwilling to grant their consent to the amalgamation of the Excluded and the Separated Area with the said Premises, the said Premises, the Owners, whilst exercising their rights in and over the said Excluded Area and the Separated Area shall be permitted to withdraw the right of access/passageway granted over their respective lands and shall further be entitled to undertake such construction on the Excluded and the Separated Area as may be permissible under applicable laws.

## **Part II - Miscellaneous Rules/Covenants**

- 1.1 If any alteration in the Project is required by the Durgapur Municipality or any other statutory authority, then the Owner may do so without any prior intimation or consent from the **Purchaser**.
- 1.2 After the date of taking over of possession of the Flat, the **Purchaser** shall have no right or claim against the Owner, except for defective



workmanship, if any, of the Flat if proved to the satisfaction of the Architect. Such warranty shall continue for a period of 1 (one) year from the possession date. If within the period of one year any defect is proved to the satisfaction of the Architect the same will be remedied at no extra cost to the **Purchaser**.

- 1.3 The right of the **Purchaser** will remain restricted to the Flat and the Car Parking Space(s). All the unsold Flats and the Car Parking Space(s) will remain vested in the Developer who will be free to deal with and/or dispose them off in any manner in its absolute discretion.
- 1.4 The Developer will be solely and absolutely entitled to all credits, Carbon Credits or otherwise, that may be granted or can be availed of for the manner of executing Project or otherwise and the **Purchaser** shall not make any claim thereto in any manner whatsoever.
- 1.5 In all matters relating to construction of the Buildings and/or Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect of Project shall be final and binding and the **Purchaser** shall not dispute the same or raise any objection thereto.
- 1.6 In no circumstances whatsoever the **Purchaser** shall do any act, deed, matter or thing whereby the construction of any of the Buildings or development of Project in general, of any adjacent land or the additional buildings or phase of the Project is in any manner whatsoever, hindered, obstructed or impaired with.
- 1.7 The **Purchaser** have no interest, right or title in the common portions of the Buildings other than the Building in which the Flat of the **Purchaser** are situate. The common portions of the Project shall at all times be jointly enjoyed by all occupiers within the Project.
- 1.8 The **Purchaser** shall not at any time be entitled on any ground whatsoever to make partition or division or to claim to have exclusive right in any manner whatsoever in any portion of the common portions of the Building and/or the Project and also the **Purchaser** along with the other occupiers of the Building shall use the common portions Building for the purposes for which they are created and the **Purchaser** along with the other occupiers of the Project shall use the common portions of the Project for the purposes for which they are created without hindering or encroaching upon the lawful rights of other occupiers of the Project.
- 1.9 The right of user of the **Purchaser** of the common portions of the Building and the Project along with the Car Parking Space(s) shall not be transferable except along with the Flat hereby sold and shall be deemed to be transferred with the Flat even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

- 1.10 All Prior approvals as may be required by the **Purchaser** for any specific purpose shall be in writing from the Developer or the FMC or the Association.

### **Part III – House Rules**

- 1.1 The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the flat/Flat in the Building.
- 1.2 No occupier in the Project shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in his flat with such intensity as will disturb or annoy other occupants of the Building.
- 1.3 No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer and after formation of Association such approval are to taken from the Association.
- 1.4 No shades, awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer or Association or FMC, as the case may be;
- 1.5 Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which that were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of a water-closets or apparatus shall be paid for by the Flat-owner in whose apartment it shall have been caused.
- 1.6 No bird or animal shall be kept or harboured in the common areas of the Building. In no event shall dogs and other pets be permitted on elevators (except the service elevators, if any) or in any of the common portions of the Building unless accompanied. However in case there is no service elevator then such pets can be allowed along with its owner.
- 1.7 Garbage and refuse of the flats shall be collected in properly sealed bags and shall be deposited only in places designated at such time and in such manner as may be specified by the Developer/FMC/Association.
- 1.8 As from the date of possession the **Purchaser** shall be liable and agreed to make payment of the proportionate share of the amounts which may

become payable to the Government of West Bengal and other local bodies in respect of the culvert which has been provided including making payment of the proportionate amount on account of repairs and maintenance of such culvert.

- 1.9 Only drills can be used to drive nails into the walls of the Flat. However, no drills can be used in the kitchen or toilet without the supervision of the representative of the Developer or the FMC or the Association, as the case may be.
- 1.10 The entire Flat has been provided with specific electrical loadings. So care should be taken to avoid any overloading of the electrical points. In case of overloading, MCBs provided within the apartment will trip down.
- 1.11 Gratings should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
- 1.12 No unit/flat owner shall send any employee of the Developer or Association or FMC on any private business or personal errand.
- 1.13 Colour of external balcony shall not be changed since the same will then change the elevation of the Buildings.
- 1.14 No games or sporting activities are allowed which may cause damage to the landscaped areas or the buildings.
- 1.15 The lobby should be kept clean at all times.
- 1.16 No tenant of a flat shall be allowed to occupy such flat unless the tenant is introduced to the designated representative of the Developer or the Association or the FMC so that he may be recognized as a bona fide occupant of the flat for security and billing purpose.
- 1.17 To register all domestic helps and drivers along with current photographs with the Developer or the Association or the FMC, as the case may be, and obtain identity cards that the Developer or the Association or the FMC, as the case may be, will issue them after they fill up an information sheet that the Developer or the Association or the FMC, as the case may be, will provide them. In the interest of security no domestic helps and drivers shall be allowed entrance into the Building till this formality has been complied with. These identity cards shall be collected from any domestic help or driver whose services are terminated and deposited with the Developer or the Association or the FMC, as the case may be so that records can be updated. The occupier concerned shall be solely responsible and liable to make good any loss that may be sustained by any person for non-compliance of the above guideline by such occupier.

- 1.18 While sending any goods or materials out of the premises by the help of domestic helps/contractors or any other person, appropriate authorisation shall have to be provided to such carriers of such goods so that there is no risk of thefts. 'Material Out Gate Pass' register will be available with the security desk and the occupier concerned shall be responsible to ensure that the Material Out Gate Pass register is filled up at all times by such carriers of goods or materials.
- 1.19 Pets shall be immunised and be kept on a leash while in the common areas of the complex. It shall be the responsibility of the pet owner to arrange cleaning up if they relieve themselves anywhere within the complex campus which is not a designated place. Preference should be given to the fellow residents/visitors if they are not comfortable with the pets boarding the same elevator.
- 1.20 Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.
- 1.21 No bills shall be stuck anywhere on the Buildings or in any place within the Project.
- 1.22 No cooking will be allowed in the Common Areas, Parking Spaces and Servants Quarter by the Flat Owners, any staff, servant, worker or anybody else except the place(s) which shall be designated for the same by the Developer or the FMC or the Association.
- 1.23 Electrical fittings can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
- 1.24 Any damage to the common property inflicted by any resident would be penalized by compensation of the actual amount for repair/replacement.
- 1.25 The Developer or Association or FMC shall be at liberty to decide from time to time car parking charges for visitors' cars and the occupier concerned shall be responsible to pay the same in case the visitors refuse to pay.

#### **Part IV – Fit-out Rules/Guidelines**

- 1.1 The Developer/FMC/Association reserves the rights to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the occupiers fit-out processes so as to ensure that:
  - (i) The fit-out works are carried out in accordance with the approved

plans;

- (ii) The fit out works are in compliance with the guidelines as framed by Developer/FMC/Association.
- 1.2 The Developer shall handover the fit-out rules at the time of handing over possession of the Flat. The **Purchaser** shall strictly follow the fit-out rules while undertaking the fit-out works.
  - 1.3 Fit out processes/works shall mean any interior work to be carried out by an occupier at their own costs in relation to their Flat or adjoining Flat(s) in the same Building which shall have been approved by the Developer or the FMC
  - 1.4 The **Purchaser** shall be required to pay to the Developer Rs. 50,000/- (Rupees Fifty Thousand only) as interest free fit-out deposit and additionally all applicable taxes and/or duties thereto that may be payable. The fit-out Charge is subject to enhancement at the discretion of the Developer at any point of time. The same shall be refundable adjusting the quantum of damage(s), if any.
  - 1.5 Any request for undertaking the fit-out works shall be made by the **Purchaser** in writing.

### **Schedule D**

#### **[Mutual Easements and Reserved Matter]**

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

- i. The Purchaser(s) 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 Association the rights easements quasi easements privileges and appurtenances.
- ii. The right of access and passage in common with the Association and/or the Purchaser and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the 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(s) or any person deriving title under the Purchaser(s) or the servants, agents, employees and invitees of the Purchaser(s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Purchaser and the Association 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 Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.
- vi. The right with or without workmen and necessary materials for the Purchaser(s) to enter from time to time upon the other parts of the Building(s) and the Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Purchaser and occupiers of the other spaces and portion of the Building(s).