

1 **Date:** _____

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

3 **Parties:**

3.1 **Owner: M/S. GYANIRAM & SONS (P) LTD.** an existing Company within the meaning of Companies Act, 1956, having CIN No. U51491WB1950PTC019268, Income Tax PAN Card No. AAACG9146J and registered office at 8/4 Alipore Road, Kolkata 700027, P.S. Alipore, P.O. Alipore, represented by one of its Constituted Attorney **Mr. Pradeep Sureka** (PAN AKOPS6777M), son of Late B. D. Sureka, by nationality Indian, by occupation business, residing at 3/1 Dr. U. N. Brahmachari Street, Kolkata 700017, appointed vide Power of Attorney dated 14.11.2013 registered at the office of DSR I, Alipore South 24 Parganas and recorded in Book No. IV, CD Volume No. 3, Pages 783 to 794, being No. 00910 of the **FIRST PART**;

3.2 **Promoter: M/S. CONCRETE DEVELOPERS LLP** (PAN- AAKFC8410G), having its registered office at 3/1, Dr. U.N. Brahmachari Street, P.O. Circus Avenue, P.S. Shakespeare Sarani, Kolkata-700017, represented by its duly Authorised Signatory _____, (PAN _____), son of _____, by nationality Indian, by occupation Service, working for gain at 3/1 Dr. U. N. Brahmachari Street, P.S. Shakespeare Sarani, P.O. Circus Avenue, Kolkata- 700017, West Bengal, **of the SECOND PART**;

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

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

3.5 The terms Owner and Promoter jointly shall mean the Transferor.

4. Background:

4.1 Gyaniram & Sons Private Limited is the absolute and lawful owner of the property more fully described in **Part – I** of the **Schedule A** hereto (hereinafter referred to as the “**Total Land**”) which was purchased by the Owner vide a deed of conveyance as detailed in the **Part – III** of **Schedule A** as **Devolution of Title**.

4.2 The Total Land is intended for the purpose of development of a residential complex thereon as per the development scheme detailed below .

(a) By an Agreement dated 28th April, 1995 made between the said Owner of the one part and the Promoter of the other part, the Owner granted the exclusive right of development in respect of the Complex unto and in favour of the Promoter herein for the consideration and on the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **Development Agreement**).

(b) The Promoter had got the plan sanctioned by Kolkata Municipal Corporation for the construction and completion of the four Residential Buildings Viz. Block “A”, Block “B”, Block “C” and Block “D” at the Complex (hereinafter referred to as the Said Buildings) consisting of various self contained Units capable of being held and/or enjoyed independently of each other. The Complex has been named as “Raghu Estates”.

- (c) It was agreed that the Owner would be entitled to 57.5% of constructed area in the said Buildings to comprise of various Units /Flats together with the undivided proportionate share in the roof, car parking spaces and in the common parts and portions and also the undivided proportionate share in the land comprised in the Complex (hereinafter called the **Owner's Allocation**) and the Promoter would be entitled to the remaining 42.5% of the constructed area in the said Buildings to comprise of various Units/Flats together with undivided proportionate share in the roof, car parking spaces and in the common parts and portions and also the undivided proportionate share in the land comprised in the Complex (hereinafter called the **Promoter's Allocation**), the Owners and the Promoter being entitled to sell and transfer their respective allocations and /or to enter into agreements for sale and transfer in respect of their respective allocations.
- (d) The Phase I of the construction which included completion of major portions of the two Blocks "A" and "D" had already been completed. After such completion, the Promoter Approached the Owner for temporary shifting and handover of the balance land for construction of the Phase II which included completion of the balance portions of the two Blocks "A" and "D" and construction of the Blocks "B" and "C". At that point of time some disputes arose between the parties. The dispute was initially referred to Aribtral Tribunal and subsequently after demise of one of the Arbitrators, matter was referred before the sole Arbitrator, Mr. Justice Chittatosh Mookerjee (Retired) appointed by the Hon'ble High Court, Calcutta.
- (e) The pending arbitration between the parties was finally disposed off by a Consented Interim Award dated 30-10-2013 in terms of the Terms of Settlement dated 28.10.2013 arrived at by and between the parties and as recorded in the said Consented Interim Award.

(f) In terms of the said Consented Interim Award dated 30-10-2013 referred to hereinabove and the said Terms of Settlement dated 28-10-2013, a new building plan has been got sanctioned by the Promoter from the Kolkata Municipal Corporation being B.S. No. 2015090006 dated 10.04.2015 (hereinafter referred to as the said PLAN) whereby and whereunder the Promoter has become entitled to construct and complete the incomplete portions of Block A & D and one complete **New Block** named as **Block “B”** instead of the earlier two Blocks B & C as per the initial Development Agreement on the entirety of the Complex in accordance with the said Plan as may be modified and/or altered from time to time.

(g) Accordingly, Block Nos. A and D have been completed as per certificate issued by Kolkata Municipal Corporation (KMC) in respect of the said two Blocks. Subsequently, Block B have been completed as per certificate issued by Kolkata Municipal Corporation (KMC) on _____.

(h) The Promoter has constructed Block B falling in Phase II Part B of the Project on the portion of the Total Land, as physical demarcation shown in the **Plan A** enclosed herewith (the “**Block B Land**”), however, undivided proportionate share of Total Land is sold to the Apartment Owners of Block A & D (falling in Phase I and Phase II Part A of the Project) and the balance undivided share of Total Land will be distributed amongst the Apartment Owners of Block B (falling in Phase II Part B of the Project) the same is more particularly mentioned and described in **Part II** of the **Schedule A** hereto.

4.3 The Owner/Promoter has duly intimated the Kolkata Municipal Corporation about commencement of construction of its Phase II Part B i.e. Block B of the project “Raghu Estate” vide its commencement letter dated 26.02.2015.

4.4 Initially Promoter abovenamed got a plan sanctioned by the Kolkata Municipal Corporation in respect of the said premises for construction and completion of

four residential buildings viz. Block A, Block B, Block C and Block D. subsequently, pursuant to the provisions as contained in the said Consented Interim Award the Promoter caused a new Building Plan to be sanctioned by the Kolkata Municipal Corporation in respect of the said premises which premises comprised of partial construction already made under the previous plan and thus a Plan being B.S. No. 2015090006 dated 10.4.2015 was passed whereby the Promoter became entitled to complete the construction of the Housing Complex namely Raghu Estates in the entirety of the said premises.

4.5 By a Sale Agreement morefully mentioned in **Part I** of **Schedule-B** the Owner and Promoter jointly have sold one Residential Apartment at Block B of Raghu Estate (Phase II Part B) more fully described in the **Part II** of **Schedule-B**, written hereunder, hereinafter referred to as the “**Said Unit**” to the Allottee herein, and by executing and registering this deed of conveyance the Owner and Promoter are jointly conveying /transferring the “**Said Unit**” in favour of the Allottee.

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

5. Interpretations:

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

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

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

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

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

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

7. **Now this Indenture witnesses:**

7.1 **Transfer:**

7.1.1 THAT in consideration of the said Sale Agreement and in further consideration as detailed in **Schedule C** the Promoter and the Owners above named do hereby jointly sell transfer convey assure and assign unto and to the Allottee FIRSTLY ALL THAT the Said Unit as described in **Part-II** of **Schedule B** hereto and shown on the **Plan B** bordered **RED** thereon AND SECONDLY ALL THAT the right to park medium size cars as described in **Part-II** of **Schedule B** hereto and shown on the **Plan C** bordered **RED** thereon together with exclusive right of use of the open terrace/roof over and above the said Flat _____ of Block B together with one servant quarter and servant toilet adjacent to the said Apartment at the said Premises described under **Part-II** of the **Schedule B** hereto.

7.1.2 The undivided proportionate share in all common parts portions areas facilities and amenities (except those specifically retained by the Promoter) (more fully and

particularly mentioned and described in the **Part I** of **Schedule D** hereunder written) AND FOURTHLY ALL THAT the undivided proportionate share or interest in the land measuring 3 Bigha 3 Cottahs 2 Chittacks 31 Sq. Ft. more or less situate and lying at municipal Premises No. 8/4, Alipore Road, P.S. Alipore, Kolkata-700027 within Ward No. 74 of the Kolkata Municipal Corporation, described under the **Part I** of **Schedule A** hereto attributable thereto together with the right to use the common areas installations and facilities in common with the other co-Purchasers and the Promoter and Owners and the other lawful occupants of the Building BUT EXCEPTING AND RESERVING such rights privileges reserved for any particular flat/units and/or the Promoter/Holding organization/Association/ Facility Managers or respective agents appointed by them (more fully and particularly mentioned and described in the **Part II** of **Schedule D** hereunder written) AND TOGETHER WITH all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the Said Unit described in the **Part III** of **Schedule D** hereunder written.

7.1.3 The Said Unit hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Allottee SUBJECT TO due performance of and compliance with the Restrictions/House Rules (more fully and particularly mentioned and described in the **Part IV** of **Schedule D** hereunder written and also subject to Allottee making payment of the maintenance charges / common expenses and other charges payable in respect of the Said Unit (such Maintenance charges/common expenses more fully and particularly mentioned and described in **Part V** of **Schedule D** to the Promoter or its agents and facility manager appointed by them and to the Association/Holding Organization and / or their respective agents upon the maintenance being handed over by the Promoter to the Association/Holding Organization and also subject to the payment of deposits more fully and particularly mentioned and described in the **Part VI** of **Schedule D**.

7.2. Covenants of the Allottee:

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

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

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

7.3 Covenants and Rights of Transferors:

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

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

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

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

and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

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

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

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

8. **Possession:**

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

SCHEDULE - A

PART I

(TOTAL LAND)

ALL THAT the entirety of the land admeasuring 3 Bighas 3 Cottahs 2 Chittacks 31 Sq. Ft. more or less situated and lying at premises No. 8/4, Alipore Road, Police Station Alipore, Kolkata 700 027, previously being demarcated portion of municipal premises No. 8, Alipore Road, Kolkata, within Ward No. 74 of the KMC, butted and bounded in the manner following:-

ON THE NORTH : Part of Premises No. 4 and 8/3, Alipore Road and Premises No. 5, Alipore Road;
ON THE EAST : Part of Premises No. 8/3, Alipore Road;
ON THE WEST : Part of Premises No. 8/3, Alipore Road;
ON THE SOUTH : Alipore Road

and delineated on the map/plan annexed hereto and thereon shown within Red Borders

PART II

(BLOCK B LAND)

ALL THAT piece and parcel of land (demarcated in red on the plan attached hereto and marked as Annexure I) measuring about 2,515 sq metre more or less undivided proportionate land consisting of Block B falling Phase II Part B being Premises No. 8/4, Alipore Road, Police Station Alipore, Kolkata 700 027 within Ward No. 74 of the KMC.

PART III

(DEVOLUTION OF TITLE)

A. By a registered Deed of Conveyance dated 13.01.1951 registered with Registrar of Assurances, Calcutta in Book No. I, Volume No. 16, Pages 25 to 35, Being No. 208 for the year 1951 the Owner abovenamed then known as M/s Gyaniram & Sons Ltd. purchased All

That the demarcated piece or parcel of land admeasuring 3 bigha 3 cottah 2 chittack 31 sq. ft. situate, lying and being a portion of premises No. 8 Alipore Road, in the town of Calcutta

B. The said demarcated portion of the original premises No. 8 Alipore Road, Kolkata purchased by the said Gyaniram & Sons Ltd., was separated in the municipal record as Municipal Premises No. 8/4 Alipore Road, Kolkata admeasuring 3 bigha 3 cottah 2 chittack 31 sq. ft. described under the Part I of the Schedule A hereto, hereinafter referred to as the said Whole Project Land.

SCHEDULE – B

PART I

(Sale Agreement)

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

PART II

(SAID UNIT)

An apartment bearing no. _____ on the _____ floor together with Servant Room with attached toilet on the same floor of Block B falling in Phase II Part B of the residential complex ‘**Raghu Estate**’ in the Schedule A Property, having a carpet area of _____ sq.ft. Corresponding super built up area of _____ square feet (_____ sq. Ft. built up area) shown in the floor plan annexed and marked as Annexure I along with an undivided proportionate share of land mentioned in Part II of the Schedule A hereinabove together with the right of use of the common facilities, driveways, amenities in the residential part of the project shown in the Map annexed hereto and marked with the letter “**A**” and together with right to park in car parking spaces as mentioned below.

Car parking spaces:

premises. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.

3. Water and Plumbing: (a) Water Reservoirs, (b) Water Tanks, (c) All supply / drain Water Pipes (save those inside any Flat, (d) Deep Tube Well, (e) Fire Fighting System, (f) Water Treatment Plant, (g) Water pumps and motor with installation and room therefore and (h) Tube well water pump overhead tanks and underground reservoirs water pipes and other common plumbing installations and spaces required thereto.
4. 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 apartment) and spaces required therefor including Transformer Room(s), Electrical Room(s), Electrical Store(s) and Meter Room(s).
5. Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift and Lift Shafts, with all its installations, (e) Diesel Generator Set with its installations, of sufficient capacity for providing 3 KVA for 3BHK/ 4 KVA for 4BHK flats backup power to respective units (f) EPABX / Intercom system/CCTV.
6. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Complex and/or the building and/or buildings as are necessary for passage to or use and occupancy of the apartments as are necessary.
7. The roof above the 10th Floor of Block B, which, consists of a lounge and a small open to sky garden, the roof above the lounge on the 10th Floor, and the roof above the 11th Floor of Block B including the swimming pool, deck will form part of the common areas accessible to all residents of the premises. Roof of Block A & D however, is meant for the exclusive use of the Owner/Tenant/Promoter and/or their respective nominee(s) in terms of the Interim Award dated 30.10.2013 and the Terms of Settlement dated 28.10.2013.

PART II

(RIGHTS)

1. The Allottee 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 Unit 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 Maintenance Company and /or the Association upon its formation and their Agents the rights easements, quasi-easements privileges and appurtenances herein before contained and those others hereinafter.
2. The right of access and passage in common with the Maintenance Company and /or the Association upon its formation and their Agents and other occupiers of the said 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 common areas installations and facilities in the Building and the Said Premises.
3. 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 Unit with or without vehicles over and along the drive-ways and pathways of the building comprised in the Said Premises PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Allottee or any person deriving title under the Allottee or the servants agents employees and invitees of the Allottee to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the passage driveways and pathways in the said building.
4. The right of support shelter and protection of the Said Unit by or from all parts of the Building so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so far as may be reasonable

necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.

6. The right with or without workmen and necessary materials for the Allottee to enter from time to time upon the other parts of the Building and the Said 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 Unit 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 Maintenance Company and /or the Association upon its formation and their Agents and other occupiers of the other flats/units and portions of the Building.
7. The Allottee shall be liable to pay the Maintenance charges and GST / other taxes as applicable more fully described hereafter for the enjoyment of the common areas / parts / portions facilities and utilities to the Maintenance Company and /or the Association upon its formation.

PART III

(EASEMENTS OR QUASI-EASEMENTS)

(The under-mentioned rights easements and quasi easements privileges and appurtenances shall be reserved in the said building for the Owner and Promoter and the Agents or the Facility Managers appointed by them)

1. The right in common with the Allottee and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Allottee and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said unit) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary

for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.

3. The right of protection for other portion or portions of the Building by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the Allottee by means of structural alterations to the Said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.
4. The right of the Owner and Promoter and/or occupier or occupiers/Association /Holding Organization / Facility Managers/ Agents the purpose of ingress and egress to and from such other part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the New Building.
5. The right of the Maintenance Company and /or the Association upon its formation with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, fire fighting equipment as aforesaid PROVIDED ALWAYS the Maintenance Company and /or the Association upon its formation and the person or persons authorised by them shall give to the Allottee twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

PART IV

(RESTRICTIONS/HOUSE RULES)

As from the date of Commencement of Liability, the Allottee(s) agree(s) and covenant(s)

1. Co-operate in the management and maintenance of the respective Blocks and / or the Complex. The Promoter on behalf of the Allottee and other Co-owners shall apply for the registration of the Apartment Owners Association and for that, the Allottee simultaneously upon execution of this agreement, shall execute a Power of Attorney in favour of the

Promoter or its representative/officer authorised for the same. To the extent of unsold units, the Owner and Promoter shall become the member of the Association. The Allottee shall, compulsorily become a member of the Association and shall pay subscription and other charges for formation of the same.

2. Observe and comply with the rules framed from time to time by the Maintenance Company and /or by the Association, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the Complex.

3. Pay and bear the proportionate share of the expenses to be incurred in common, more fully and particularly described hereafter (Common Expenses) in respect of the Complex, and wholly for the said Unit, to the Maintenance Company, until formation of the Association, subject to increase and /or revision, from time to time and the Allottee shall also pay all the necessary statutory taxes and charges including the GST/any other tax as may be applicable thereupon.

4. The Allottee shall also pay the interest free maintenance deposit as mentioned hereafter.

5. The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever. In the event of any default, the Allottee shall be liable to pay interest at the rate of 18% per annum on the amounts lying in arrears and if such default shall continue for a period of three months, then and in that event the Allottee shall not be entitled to avail of any of the said facilities and/or utilities and the Maintenance Company and/or Association as the case may be shall be entitled to and the Allottee hereby consents:

6. to withdraw the lift facilities to the Allottee and/or to the members of his family including the Allottee's visitors, staffs and agents

7. To discontinue the facility of DG Power back-up

8. And such facilities shall not be restored, until such time that the Allottee has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate, including all costs, charges and expenses incurred till then, by the Promoter, for realization of the amounts lying in arrears.

9. Upon formation of the Association, all rights and obligations with regard to the Common Expenses shall be transferred to the Association. It is hereby made clear that there will be only one Association to be formed by the the Promoter for the entire Complex and in no event the Promoter will be liable to admit or accept and/or acknowledge any other association, nor, any Allottee shall be entitled to become a member of any other association or subscribe to the membership of any association.

10. The Allottee shall use the said Unit for residential purpose only.

11. The Allottee shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area of the complex.

12. The Allottee shall not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the respective Block and/or the adjoining Blocks.

13. The Allottee shall use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted in writing by the Maintenance Company or the Association, upon formation.

14. The Allottee shall not place or cause to be placed any article or object in the common area.

15. The Allottee shall not install Air-Conditioner except approved designated spaces.

16. The Allottee shall not damage the Common Area or any other Units in the Block / Complex by making any alterations or withdrawing any support or otherwise.

17. The Allottee shall indemnify and keep the Promoter/Maintenance Company and/or the Association, upon formation, saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in compliance of the terms and conditions contained in these presents.

18. The Allottee shall not park any vehicle 2/4 wheeler, in the Complex, unless the right to park the same is obtained and/or acquired by the Allottee.

19. The Allottee shall not make any addition, alteration in the structure of the building, not to put or hang anything outside the window and/or to store any article/material in the common area of the Complex. The Allottee shall also allow the Promoter/Maintenance Company and upon formation of Association and/or their authorized representative to enter into the said Apartment and/or common parts for the purpose of maintenance and repairs as and when required.

20. The Allottee shall not change the location and design of the window and balcony grill as provided by the Promoter which is part of the external colour scheme of the building and elevation, duly approved and finalized by the architect of the project.

21. The Allottee shall not enclose the terrace balconies / utility areas under any circumstances.

22. The Allottee shall not use the said Apartment or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business.

23. The Allottee shall not slaughter any animal and/or bird nor do any act, which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.

24. The Allottee shall not use their apartments for any commercial purpose such as holding exhibitions, public meeting, auction or displays of any sort or do any act which is illegal or immoral and/or which may become nuisance and cause inconvenience to other owners or occupiers of the complex.

25. The Allottee shall not keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartments in the said residential complex.

26. The Allottee shall not discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or

become a source of danger or which might injure the conducting media or the drainage system of the residential complex.

27. The Allottee shall not create hindrance/ obstruction in any manner whatsoever to occupiers of the other blocks particularly regarding use of Common Parts and Portions.

28. The Allottee shall not damage or demolish or cause to be damaged or demolished the said Unit or the fittings and fixtures affixed thereto.

29. The Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment which in the opinion of the Promoter/Maintenance Company/Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter/Maintenance Company/Association may affect the elevation in respect of the exterior walls of the said Block.

30. The Allottee shall not do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said Block or cause increased premium to be payable in respect thereof if the Block is insured.

31. The Allottee shall not make in the said Apartment any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Promoter/Maintenance Company/Association and / or any concerned authority.

32. The Allottee shall not overload and/or draw excess electricity so as to cause overloading of the electricity connection.

33. The Allottee shall not fix or install any antenna on the roof or terrace of the said building.

34. The Allottee shall not object to the sale of any unsold stock by the Promoter to any other person and/or persons as the Promoter in their absolute discretion may deem fit and proper.

35. The Allottee shall not use the allocated car parking space or permit the same to be used for any other purpose whatsoever, other than parking of its own car/cars.

36. The Allottee shall not park car on the pathway or open spaces of the building or at any other spaces except the space allotted to him and shall only use the pathways as would be decided by the Promoter/Maintenance Company/Association.

37. The Allottee must not letout, or part with possession of his/her Car Parking Space excepting as a whole, with the said Apartment to anyone else excepting to a person who owns a Apartment in the complex and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

38. It is specifically agreed between the parties hereto that, prior to conveyance of the said property by the Promoter to the Allottee, the Allottee shall not encumber the said Property in any manner except for raising the housing loan from any reputed financial institute or bank, etc for payment of the Total Consideration under this Deed.

PART V

(MAINTENANCE/COMMON EXPENSES)

Association	:	Establishment and all other capital and operational expenses of the Association.
Common utilities	:	All charges and deposits for supplies of common utilities.
Electricity	:	All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
Fire Fighting	:	Cost of operating the fire fighting equipments and personnel, if any.
Insurance	:	All expenses for insuring the Blocks and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.

Maintenance	:	All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the Block/s.
Operational	:	All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and the lights of the common portions.
Rates & taxes	:	GST,, Municipal tax, multistoried building tax, water tax and other levies in respect of the Block/s save those separately assessed on the Allottee.
Reserves	:	Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
Staff	:	The salaries of and all other expenses on the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.

PART VI

(DEPOSITS AND CHARGES)

Particulars of charges/deposits (free of interest) to be kept with the Maintenance Company/Association after its formation

1. Towards interest free refundable sinking fund Rs. 50/- per sq.ft. super built up area.

2. towards interest free refundable maintenance deposit Rs. 25/- per sq.ft. super built up area.

Schedule E
(Conditions, Covenants and Obligations)

AND THE ALLOTTEE SHALL TO THE END AND THE INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNIT HEREBY CONVEYED HEREBY COVENANT WITH THE OWNER AND PROMOTER as follows:

1. THAT the Allottee and all other persons deriving title under these presents 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 hereafter.
2. THAT the Allottee shall within three months from the date of execution of these presents at his/her their cost shall apply for obtaining mutation of their names as the owner and until the said Unit is not separately assessed the Allottee shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the said building, as may be determined and fixed by the Promoter and upon formation of the Association of Apartment Owners in terms of West Bengal Apartment Ownership Act by such Association without raising any objection whatsoever.
3. THAT the Allottee 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, water tax, Urban Land Tax, if any, GST and other levies impositions and outgoings (hereinafter referred to as the RATES AND TAXES) which may from time to time be imposed or become payable in respect of the said Unit 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 Allottee, the Allottee shall be liable to make payment of the proportionate share of such Rates and Taxes to the Promoter.

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

1. THAT the Undivided share in land comprised in the Said Premises and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said Unit shall always remain impartible.
2. THE right of the Allottee shall remain restricted to the said Unit and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the said Complex.
3. THE said Building shall always be known as “RAGHU ESTATES”.
4. On and from the date of possession the Allottee shall regularly and punctually make payment of the maintenance charges/common expenses (more fully described in the Eighth Schedule herein under stated) payable in respect of the said flat/unit, Car Parking Spaces and properties appurtenant thereto to the Maintenance Company and upon such formation of an appropriate Association to such Association. Such charges shall be made applicable by the Maintenance Company / Association from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.
5. The Allottee on payment of Deposit to CESC directly can obtain the Meter and the Allottee further agrees to regularly and punctually make payment of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to withhold payment of the same on any account whatsoever or howsoever on and from the date of possession of the flat/unit.
6. The Allottee acknowledges that regular and timely payment of the maintenance charges to the Maintenance Company and /or the Association upon its formation is a “must” and non payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the said Building and that non payment of such

maintenance charges is likely to cause malicious loss and damage to the other owners and/or occupiers of the said building and as such in the event of any default on the part of the Allottee in making payment of such maintenance charges then and in that event without prejudice to any other right which the Maintenance Company or upon formation of the Association, as the case may be shall be entitled to and are hereby authorized :

7. to use the sinking fund kept on account of the Allottee and Allottee shall immediately replenish the sinking fund.
 - a) to disconnect the supply of water ;
 - b) to disconnect the supply of electricity;
 - c) to prevent the use of lift
 - d) AND the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 1.5 per cent per month and the Allottee hereby further waives the right for service of notice in the event of any default in payment of such maintenance charges.
8. Upon sale and transfer of all the flats units apartments constructed spaces and car parking spaces by the Promoter, the Promoter and the owners of the various flats units apartments constructed spaces and car parking spaces shall form an Association under the W.B. Apartment Ownership Act, 1972 within 3 (three) months from the date of receipt of Completion Certificate for the entire complex or earlier as may be possible under the provisions of the said Act and the Allottee undertakes to co-operate in the same and such Association shall be entitled to take over management of the common parts and portions and shall remain responsible for rendition of common services and account liabilities and the Allottee hereby commits himself/herself/themselves/itself to become a member of such Association and to make payment of the maintenance charges to such Association regularly and punctually and shall also observe the rules and regulations which may be framed by such Association. It is further clarified that Maintenance Company will handover the

funds held by them till date of handover to the Association upon its formation subject to outstanding and interest liability on account of various Allottees.

9. It is recorded that the formation of the Maintenance Company has been made on temporary basis subject to the undertaking of the Allottee to form an appropriate Association along with other co-Allottees under the W.B. Apartment Ownership Act, 1972 in due course as stated above

10. It is further recorded that

GENERAL

1. The Allottee his/her/their licensees or nominees will also hold, use and enjoy the said Unit and the properties appurtenant thereto strictly subject to the easements and rights reserved and/or granted as per the Schedule above.
2. The undivided share in the land appurtenant to the said Flat shall always refer to the land of the said Premises.

ENFORCEMENT OF THE COVENANTS

1. The Covenant regarding payment of maintenance charges / Common Expenses and regarding use of the Common Parts and Portions and observance of House rules as laid down in the Schedule above is for mutual benefit of all flat owners and in the event of any default on the part of the Allottee in making payments of the proportionate share of maintenance charges to the Maintenance Company or Association then in that event the Maintenance Company or the Association as the case may be shall be entitled to use the sinking fund and simultaneously to disconnect the supply of electricity, discontinue the supply of water or prevent the use of lift or discontinue Generator Services till the entire amount with interest is paid. It is hereby further agreed and declared by and between the Parties hereto that in as much as the covenant regarding payment of all common expenses and maintenance charges is for beneficial use of all the flat owners in the event of any default on the part of the Allottee in performing the obligations in terms of this indenture the Maintenance Company /Association shall be entitled to enforce the same.

RESERVATION & SUPERCESSION

1. This Deed supersedes all writings, understandings, agreements, brochures and any other agreement between the parties hereto and the Allottee agrees not to rely on the same save and except the applicable covenants of the said Agreement for Sale of the said Unit.
2. The right of the Allottee shall remain restricted to the Said Unit and Common Areas and Portions and in no event the Allottee shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the Said Premises.
3. The Allottee shall not be entitled to any vehicle parking space at the said premises unless specifically allotted under this Agreement.

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

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

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

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

MEMO OF CONSIDERATION

RECEIVED by the within-named Promoter from the within-named Allottee the total sum of Rs. _____/- (Rupees _____) only by way of consideration amount as follows:

<u>Cheque No.</u>	<u>Date</u>	<u>Bank</u>	<u>Amount (Rs.)</u>
Total			(_____)

.....

Witnesses:

(PROMOTER)

MADE THIS DAY OF
.2018

BETWEEN

M/S. GYANIRAM & SONS (P) LTD.

..... Owner

AND

M/S. CONCRETE DEVELOPERS LLP

.....Promoter

AND

.... Allottees

DEED OF CONVEYANCE