

CONVEYANCE

1. **Date:** _____

2. **Place:** Kolkata

3. **Parties**

3.1 Javed Ahmed Khan, (PAN AGAPK4393G) (Adhaar No. 9605 3232 5984), son of Late Karim Buksh Khan, by nationality Indian, religion Islam, profession Business, residing at Municipal

Premises No. 2, Golam Jelani Khan Road, P.O. Tiljala, Police Station Tiljala, Kolkata-700039

- 3.2 Shaheen Asad, (PAN ACWPA9689D) (Adhaar No.9585 4364 5659), daughter of Late Karim Buksh Khan and wife of Asad Mukhtar Siddique, by nationality Indian, religion Islam, profession Business, residing at Municipal Premises No. 2, Golam Jelani Khan Road, P.O. Tiljala, Police Station Tiljala, Kolkata-700039
- 3.3 Aquil Ahmed Khan, (PAN ALJPK4891P) (Adhaar No. 4033 4482 7970), son of Late Karim Buksh Khan, by nationality Indian, religion Islam, profession Business, residing at Municipal Premises No. 2, Golam Jelani Khan Road, P.O. Tiljala, Police Station Tiljala, Kolkata-700039
- 3.4 Yasmeen Hossain, (PAN AARPH3775Q) (Adhaar No. 7609 7963 5053), daughter of Late Karim Buksh Khan and wife of Ajmal Hossain, by nationality Indian, religion Islam, profession Business, residing at Municipal Premises No. 2, Golam Jelani Khan Road, P.O. Tiljala, Police Station Tiljala, Kolkata-700039
- 3.5 Masooma Parvez, (PAN ALXPP9264D) (Adhaar No. 9033 3305 1996), Wife of Late Parvez Ahmed Khan, by nationality Indian, religion Islam, profession Business, residing at Municipal Premises No. 2, Golam Jelani Khan Road, P.O. Tiljala, Police Station Tiljala, Kolkata-700039,
- 3.6 Zahrah Ahmed, (PAN AVPPA6717N) (Adhaar No. 5164 2613 7639), Daughter of Late Parvez Ahmed Khan, by nationality Indian, religion Islam, profession Business, residing at Municipal Premises No. 2, Golam Jelani Khan Road, P.O. Tiljala, Police Station Tiljala, Kolkata-700039,
- 3.7 Kamran Ahmed, (PAN AVPPA6718D) (Adhaar No. 7326 0769 2553), Son of Late Parvez Ahmed Khan, by nationality Indian, religion Islam, profession Business, residing at Municipal Premises No. 2, Golam Jelani Khan Road, P.O. Tiljala, Police Station Tiljala, Kolkata-700039,
- 3.8 Moosa Ahmed Khan, (PAN HKLPK2307E) (Adhaar No. 8594 3685 5921), Son of Late Parvez Ahmed Khan,, by nationality Indian, religion Islam, profession Business, residing at Municipal Premises No. 2, Golam Jelani Khan Road, P.O. Tiljala, Police Station Tiljala, Kolkata-700039,

(Collectively **Owners**, include their successors-in-interest and assigns)

And

- 3.7 **Ideal Unique Realtors Private Limited**, a company governed by The Companies Act, 2013, having its registered office at 50, Jawaharlal Nehru Road, P.O. Little Russel Street, Police Station Shakespeare Sarani, Kolkata-700071, (**PAN AABCI5019B**), represented by its Director _____, son of _____, by nationality Indian, religion Hindu, profession Business, residing at _____, (**PAN** _____)

(**Developer**, includes successors-in-interest)

And

- 3.8 _____, a company governed by The Companies Act, 2013, having its registered office at _____, (**PAN** _____), represented by its Director _____, son of _____, by nationality Indian, religion Hindu, occupation Business, residing at _____, (**PAN** _____)

[OR]

[If the Buyer 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 _____ (Aadhaar No. _____) duly authorized vide resolution dated _____ hereinafter referred to as the "Buyer" (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, and their respective heirs, executors, administrators, successors, legal representatives and/or permitted assigns)

[OR]

[If the Buyer is an Individual]

Mr./Ms. _____ (Aadhaar no. _____) son/daughter/wife of _____, aged about _____ residing at _____ (PAN _____) hereinafter called the "Buyer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include

his/her heirs, executors, administrators, successors, legal representatives and permitted assigns).

[OR]

[If the Buyer is a HUF]

_____ HUF, a Hindu Undivided Family represented by its Karta Mr. _____ (Aadhaar no. _____) son of _____ aged about _____, having its place of business / residence at _____ (PAN _____), hereinafter referred to as the "Buyer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the coparceners and members for the time being of the said HUF, and their respective heirs, executors, administrators, successors and permitted assigns).

(Buyer, includes successors-in-interest)

Owners, Developer and Buyer are hereinafter collectively referred to as the **Parties** and individually as the **Party**.

NOW THIS CONVEYANCE WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 **Said Unit:** Unit No. _____, being a measuring _____ (_____) square feet, more or less, Carpet up area, more fully and particularly described in **Part I** of the **2nd Schedule** below (**Said Unit**) on the _____ floor of the building named "**Ideal Unique Centre**" (**Said Building**), delineated on **Plan A** annexed hereto and bordered in colour **Black** thereon lying at and being Municipal Premises No. 10, East Topsia Road, Kolkata-700046, Police Station Tiljala, within Ward No. 66 of the Kolkata Municipal Corporation (**KMC**), Sub Registration District Sealdah, District South 24 Parganas (**Said Property**), delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon and more fully described in the **1st Schedule** below.

4.2 **Parking Space:** The parking space for parking of _____ (_____) motor cars described in **Part II** of the **2nd Schedule** below (collectively **Parking Space**), in the annexed multi-level car parking building (**MLCP Building**)/open area of the ground

floor, demarcated and delineated on **Plan A** annexed hereto and bordered in colour **Yellow** thereon. The Said Building and the MLCP Building are hereinafter referred to as the Said Complex.

4.3 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as may be attributable and appurtenant to the Said Unit calculated by taking into consideration the proportion which the built-up area of the Said Unit in the Said Building and the Parking Space in the MLCP Building bears to the total built-up area of the Said Complex (**Share In Common Portions**), being described in the **3rd Schedule** below and such common areas, amenities and facilities (collectively **Common Portions**).

4.4 **Land Share:** Undivided, impartible, proportionate and variable share, right, title and interest in the land contained in the Said Property, as is attributable and appurtenant to the Said Unit, the Parking Space and the Share In Common Portions (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the built-up area of the Said Unit in the Said Building and the Parking Space in the MLCP Building bears to the total built-up area of the Said Complex. The Said Unit, the Parking Space and the Share In Common Portions, the Land Share, collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Unit And Appurtenances**).

5. **Background/ Representations:**

5.1 **Absolute Ownership:** The Owners hereby represent that they are co-owners of the Said Property, each having an undivided, share, right, title and interest in the said Property and the Owners are in peaceful possession thereof.

5.2 **Development Agreement:** For the purpose of developing the Said Property by construction of the Said Complex thereon, the Owners entrusted the work of development of the Said Property to the Developer on the terms and conditions recorded in writing, by and between the Owners and the Developer, from time to time (**Development Agreement**). and one Development Power of Attorney made between the Owners, therein referred to as the Owners of the One Part, and the Promoter/Developer herein, therein referred to as the

Developer of the Other Part, and registered with the Additional Registrar of Assurances - I, Kolkata in Book No. I, Volume No. 1901-2017, Pages 204177 to 204234, Being No. 1901061 for the year 2017, and further registered with the Additional Registrar of Assurances - , Kolkata in Book No. , Volume No. Pages to , Being No.

for the year 2021, appointed the Developer as the exclusive developer of the Said Property. In terms of the Development Agreement, the Owners/Developer have become entitled to sell and transfer certain Units, Parking Spaces and other saleable spaces in the Said Complex (**Owners'/Developers' Allocation**), with exclusive right to transfer or otherwise deal with the same in any manner the Owners/Developer may deem fit and appropriate.

- 5.3 **Sanctioned Plans:** A building plan was sanctioned by the KMC vide Building Permit No. 2011070208 dated 12th December, 2011 and further sanctioned/modified/revised by MBC Item No. 129/19-20 in respect of Sanctioned Plan No. 2011070208, on 07.11.2019 (**Sanctioned Plans**, which includes all sanctioned/permmissible vertical extensions and modifications made thereto, if any, from time to time) in the name of the Owners for constructing the Said Complex named as "**Ideal Unique Centre**". The Developer has constructed and/or is continuing to construct the Said Complex on the Said Property in a phase wise manner.
- 5.4 **Scheme:** The Developer (acting on behalf of the Owners) formulated a scheme for sale of the Said Unit and Appurtenances to prospective buyers (**Unit Buyers**).
- 5.5 **Allotment to Buyer:** The Buyer, with the intention of becoming one of the Unit Buyers upon full satisfaction of the Owners' title and the Developer's authority to sell, applied for purchase of the Said Unit And Appurtenances and the Developer (on behalf of the Owners) had allotted the same to the Buyer, who in due course entered into an agreement dated , (**Said Agreement**) with the Owners and the Developer for purchase of the Said Unit And Appurtenances, on the terms and conditions contained therein.
- 5.8 **Conveyance to Buyer:** In furtherance to the above, the Owners and the Developer are completing the sale of the Said Unit And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained in this Conveyance, which is the final and conclusive document between the Parties and supersedes and overrides the Said

Agreement and all other previous documents, correspondences, etc.

The Vendor/Developer has got the Plans sanctioned by the Corporation and has constructed and completed the Buildings at the Premises and pursuant to the same Completion Certificate dated _____ has been issued by the Corporation. The Developer has registered the Project under the West Bengal Housing Industry Regulation Act, 2017 ("Act") with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under Registration No. _____.

6. **Transfer**

- 6.1 **Hereby Made by Owners and the Developer:** The Owners hereby sell, transfer and convey to the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Land Share, i.e. the undivided, impartible, proportionate and variable share in the land contained in the Said Property of the 1st **Schedule** below, as be attributable and appurtenant to the Said Unit and the Parking Space, which is the proportion which the built-up area of the Said Unit and Parking Space bears to the total built-up area of all the Units and the Parking Spaces in the Said Complex **And** the Owners hereby sell, transfer and convey to the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the components of the Share In Common Portions as are related to the land contained in the Said Property and which Common Portions are described in the 3rd **Schedule** below and the Owners and the Developer hereby sell, transfer and convey to the Buyer, absolutely and forever, free from all encumbrances of any and every nature whatsoever, (1) the Said Unit, i.e. the commercial office/showroom described in **Part I** of the 2nd **Schedule** below (2) Parking Space, described in **Part II** of the 2nd **Schedule** below and (3) the components of the Share In Common Portions as are related to the constructions and erections comprised in the Said Complex.

7. **Consideration and Payment**

- 7.1 **Consideration:** The aforesaid sale of the Said Unit And Appurtenances has been made in consideration of a sum of Rs. /- (Rupees _____) paid by the Buyer to the Developer (on behalf of the Owners).

8. **Terms of Transfer**

- 8.1 **Title, Said Sanctions and Construction:** The Buyer has examined or caused to be examined the following and the Buyer is fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:
- (a) The right, title, interest, entitlement and authority of each of the Owners and the Developer in respect of the Said Property, the Said Complex, the Said Building and the Said Unit And Appurtenances;
 - (b) The Said Sanctions of the Kolkata Municipal Corporation;
 - (c) The design, layout, specifications and construction thereof and the condition and description of all fixtures and fittings installed and/or provided in the Said Complex, Said Building, Common Portions, the Said Unit and Parking Space including the quality, specifications, materials, workmanship and structural stability thereof.
- 8.1 **Measurement:** The Buyer is satisfied regarding the area and the location of the Said Unit and the Parking Space and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.
- 8.2 **Salient Terms:** The transfer of the Said Unit And Appurtenances being effected by this Conveyance is:
- 8.2.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.
 - 8.2.2 **Absolute:** absolute, irreversible and in perpetuity.
 - 8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lispendens*, attachments, liens, charges, mortgages, trusts, *debutter*s, reversionary rights, residuary rights, claims and statutory prohibitions.
 - 8.2.4 **Other Rights:** together with all other rights appurtenant to the Said Unit And Appurtenances.
- 8.3 **Subject to:** the transfer of the Said Unit And Appurtenances effected by this Conveyance is subject to:

- 8.3.1 **Common User of Common Portions:** The Buyer using and enjoying the Common Portions, described in the 3rd **Schedule** below, in common with the co-owners of other Units in the Said Complex (collectively **Co-Owners**). In this regard, the Buyer confirms that the Buyer has accepted that the Common Portions are subject to modification and to some extent the same have not yet been created and the Buyer shall not have any claim or demand for delay in such creation.
- 8.3.2 **Specification:** The Developer has delivered possession of the Said Unit in bare condition to the Buyer as per physical specifications (**Specifications**), indicative list of which is given in the 4th **Schedule** below.
- 8.3.4 **Observance of Covenants:** The Buyer observing, performing and accepting the stipulations, regulations, covenants, easements, reservations and other stipulations (collectively **Covenants**), described in the 6th **Schedule** below.
- 8.3.5 **Indemnification by Buyer:** Indemnification by the Buyer about faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer hereunder. The Buyer agrees to keep indemnified the Owners and the Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Developer and/or their successors-in-interest by reason of any default of the Buyer.
- 8.3.6 **No Alteration by Buyer:** The Buyer shall not be entitled to make any changes in the elevation and layout of the Said Unit under any circumstances either before or after the possession of the Said Unit is handed over to the Buyer. In the event the Developer, the Maintenance Organization, the Association and/or the Sanctioning Authority comes to know of any such change made by the Buyer, then the Developer, the Maintenance Organization, the Association and/or the Sanctioning Authority shall be entitled to demolish the said changes and restore the Said Unit at the cost of the Buyer. In the event, any change is made by the Buyer after the date of registration of Deed of Conveyance, then also the Developer, the Maintenance Organization, the Association and/or the Sanctioning Authority shall be entitled to demolish the additions/changes and restore the Said Unit to its original position at the cost of the Buyer. The Buyer shall be liable to make the payment of the cost without

raising any objection as the same is done due to default by the Buyer.

8. Taxes and Outgoings

- 9.1 **Developer to bear:** All Municipal taxes, surcharge, outgoings and levies of or on the Said Unit And Appurtenances, relating to the period till the date of this Conveyance for transfer of the Said Unit And Appurtenances to the Buyer, whether as yet demanded or not, shall be borne, paid and discharged by the Developer and all liabilities, outgoings, charges, taxes and levies of or on the Said Unit And Appurtenances, relating to the period after the date of this Conveyance shall be borne, paid and discharged by the Buyer.

10. Holding Possession

- 10.1 **Buyer Entitled:** The Owners and the Developer hereby covenant that the Buyer and/or the Buyer's successors-in-interest or heirs, nominees or assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use, enjoy, transfer, gift and/or otherwise dispose off the Said Unit And Appurtenances and the every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Developer.

11. Further Acts

- 11.1 **Owners and Developer to Do:** The Owners and the Developer hereby covenant that the Owners and the Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer and/or the Buyer's successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title and ownership of the Said Unit And Appurtenances in favour of the Buyer.

12. Further Construction

- 12.1 **Construction In Phases:** The Buyer has no objection and shall under no circumstances have any objection to the Developer (1) constructing the Said Complex in Phases as per the Sanctioned Plans and/or any other plan/plans that may be

sanctioned/re-sanctioned/modified in future and (2) modifying or improving the Common Portions at any time whatsoever in the future after acceptance of this Conveyance from the Owners and the Developer and the Buyer hereby accepts the same and/or shall not raise and/or have any claim, financial or otherwise, against Owners and/or the Developer for such construction and modification or improvisation.

12.2 **Extension of/Addition to Said Complex:** The Buyer has no objection and shall under no circumstances have any objection to the Developer (1) modifying the Sanctioned Plans, if necessary, and/or obtaining sanction/re-sanction/modification of any other plan/plans in future (2) constructing additional floors in the Said Block and/or additional blocks in the Said Complex (3) modifying or improving the Common Portions, if necessary and (4) selling/using the Saleable Areas in the additional floors and/or the additional new blocks, at any time whatsoever in the future after acceptance of this Conveyance from the Owners and the Developer and the Buyer hereby accept the same and/or shall not raise and/or have any claim, financial or otherwise, against the Owners and/or the Developer for such construction and modification or improvisation. In this regard, it is clarified that notwithstanding the transfer being made to the Buyer by this Conveyance, the Owners and the Developer have reserved and shall be deemed to have reserved the right/entitlement to the FAR which is available and/or which may in future become available to the Said Property for the purpose of extension/addition of/to the Said Complex by way of construction of additional floors in the Said Block and/or new/additional blocks in the Said Complex.

13. General

13.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Unit And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14. Interpretation

- 14.1 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 14.2 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 14.3 **Numbers:** Words denoting the singular number include, where the context permits and requires, the plural number and vice versa.
- 14.4 **Gender:** Masculine gender shall include the feminine and neuter gender and vice versa.

1st Schedule
(Said Property)

Land with structures, measuring 14 (fourteen) *bigha* 16 (sixteen) *cottah* 9 (nine) *chittack* and 39 (thirty nine) square feet equivalent to 296.61 (two hundred ninety six point six on) *cottah* equivalent to 19,840.57 (nineteen thousand eight hundred and forty point five seven) square meters, situate, lying at and being Municipal Premises No. 10, East Topsia Road, Kolkata-700046, Police Station Tiljala, within Ward No.66 of the Kolkata Municipal Corporation, Sub Registration District Sealdah, District South 24 Parganas, delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

- On the North** : Partly by Science City and partly by vacant land
- On the East** : By Eastern Metropolitan Bypass
- On the South** : By B. N. Dey Road
- On the West** : Partly by Municipal Premises No. 8, East Topsia Road and partly by vacant land

2nd Schedule
Part I
(Said Unit)

Unit No _____, being a _____ on the floor, having Carpet area of _____ (_____) square feet, more or less, in the Said Building forming part of the Said Complex named **Ideal Unique Centre**, under construction on a portion of the Said Property described in the **1st Schedule** above. The layout of Said Unit is delineated on **Plan B** annexed hereto and bordered in colour **Red** thereon.

Part II
(Parking Space)

Parking space/s for parking of _____ (_____) car/s in the open and/or _____ covered space in the _____ Building/open area in the Said Complex, which (1) has been allotted to the Buyer simultaneously with the Buyer being placed in physical possession of the said Unit and (2) can only be used for parking of a motor car of the Buyer and its visitors and guests and not for any other purposes.

Part III
(Said Unit And Appurtenances)
[Subject Matter of Agreement]

The Said Unit, being the Unit described in **Part I** of the **2nd Schedule** above.

The Parking Space, described in **Part II** of the **2nd Schedule** above, if any.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as be attributable and appurtenant to the Said Unit.

The Land Share, being undivided, impartible, proportionate and variable share in the land contained in the Said Property, as be attributable and appurtenant to the Said Unit, Parking Space and Share in Common Portions.

3rd Schedule
(Common Portions)

- Open and/or covered paths, boundary wall and decorative gates, passages, lobbies, staircases and landings for ingress and egress to and from the Said Unit or the Said Complex.

- Stair head room, caretaker room and electric meter room.
- Lift machine room, chute and lift well.
- Common installations on the roof above the top floor.
- Common staff toilet in the ground floor.
- Landscaped garden on the ground floor.
- Overhead water tank, water pipes, sewerage pipes (save those inside any Unit)
- Drains, sewerage pits and pipes (save those inside any Unit)
- Electrical Installations including wiring and accessories (save those inside any Unit) for receiving electricity from Electricity Supply Agency to all the Units in the building and Common Portions within the Said Complex
- Wiring and accessories for providing stand by power to all the Units and Common Portions within the Said Complex
- Lift and lift machinery
- Fire fighting equipment and accessories as required under law
- Pumps and motors for water supply system for the Said Complex
- Other areas and installations and/or equipments and facilities as may be provided by the Developer in the Said Complex for common use and enjoyment

It is expressly made clear that the space reserved for the open car parking spaces or the spaces reserved or alienated to any third party shall not form part of the Common Portions under any circumstance and that all the roofs of the Said Building and the MLCP Building shall remain with the Developer and the Owners.

4th Schedule
(Specifications)

Structure	:	RCC Structure
Walls	:	Cement Plaster

Windows	:	Aluminium Windows
Toilets	:	Concealed plumbing system using standard materials. Rest of the area is left bare
Flooring	:	Bare in the Unit. Marble / Tiles/ Stone in all common Portions including the stairs
Electricals	:	Main line upto the Distribution Board of the Unit with concealed PVC conduit pipes and copper wiring. Telephone point at the entrance or near the Distribution Board in the said Unit for 1 KW/100 Sq. Ft. supply of electricity.
Backup Power	:	1KW/100 Sq. Ft
Air Conditioning	:	High Side Air conditioning upto AHU
Water Supply	:	24 hours water supply
Fire Fighting	:	According to the recommendations of the WBFS
Sewerage System	:	Sewerage / Drainage system from the said building to the main sewerage system

The aforesaid specifications shall be completed to the satisfaction of the architect.

5th Schedule
(Common Expenses/Maintenance Charges)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building and the Said Complex and the road network, water filtration plant etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Insurance:** All expenses for insuring the Said Building and/or the MLCP Building and/or the Common Portions, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.

5. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
6. **Maintenance:** All costs for maintaining (including Annual Maintenance Charges), operating, replacing, repairing, white-washing, painting, cleaning of façade, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Unit) walls of the Said Building] and the road network, water filtration plant etc.
7. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including elevators, diesel generator set, change over switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the road network.
8. **Rates and Taxes:** Municipal Tax, Surcharge, Water Tax and other levies in respect of the Said Building and the Said Complex save those separately assessed on the Buyer.
9. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
10. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

Note: It is clarified that apart from the Common Expenses/Maintenance Charges mentioned hereinabove the Buyer shall be liable for payment of Service Tax, if any on the aforesaid expenses/charges.

6th Schedule
(Covenants)

1. **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other owners of the Units (**Unit Owners**) in the Said Complex shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with

- voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Developer and/or the facility manager appointed by the Developer (**Facility Manager**) shall look after the maintenance of the Common Portions for a maximum of 2 (two) years from the date of formation of the Association or as may be appointed from time to time by the Association. Each Unit Owner will be entitled to cast a vote irrespective of his/her/its size of the Units owned by the same.
2. **Co-operate in Management and Maintenance:** The Buyer shall co-operate in the management and maintenance of the Said Building, the Said Complex by the Developer/the Facility Manager/the Association (upon formation) and observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building and the Said Complex including payment of electricity and other utilities consumed in or relating to the Said Unit And Appurtenances and the Common Portions from the date of Conveyance on the basis of the Bills raised and handed over to the Buyer.
 3. **Meter and Cabling:** The Buyer shall be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Unit Owners. The main electric meter shall be installed only at the common meter space in the Said Property. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Property and outside walls of the Said Building save in the manner indicated by the Developer/the Facility Manager/the Association (upon formation).
 4. **Commercial Use:** The use of the Said Unit shall be for commercial purpose only. Under no circumstances shall the Buyer use or allow the Said Unit to be used for residential purposes. The Buyer shall also not use or allow the Said Unit to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
 5. **Obligations of the Buyer:**

- (a) **No Alteration:** The Buyer shall not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Unit and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Unit. In the event the Buyer makes any alterations/changes, the Buyer shall compensate the Developer/the Association (upon formation) (as the case may be) as estimated by the Developer/the Association (upon formation) for restoring it to its original state.
- (b) **No Structural Alteration and Prohibited Installations:** The Buyer shall not alter, modify or in any manner change the structure or any civil construction in the Said Unit And Appurtenances or the Common Portions or the Said Building. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof except in such place as may be demarcated by the Developer. The Buyer shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Unit.
- (c) **No Window or Split Air Conditioner:** The Buyer shall not install any type of air-conditioners (window or split) and shall install such type of air conditioning unit as may be approved by the Developer. The Buyer accepts that the aforesaid covenant regarding air-conditioners is for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
- (d) **No Sub-Division:** The Buyer shall not sub-divide the Said Unit And Appurtenances and the Common Portions, under any circumstances without the prior permission of the concerned authorities.
- (e) **No Changing Name:** The Buyer shall not change/alter/modify the name of the Said Building and the Said Complex.
- (f) **No Nuisance and Disturbance:** The Buyer shall not use the Said Unit or the Common Portions or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause

nuisance or annoyance to the Owners, the Developer, the other occupants of the Said Building and/or the neighboring property owners and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

- (g) **No Storage:** The Buyer shall not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (h) **No Obstruction to Developer/Facility Manager/Association:** The Buyer shall not obstruct the Developer / the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Building and/or the Said Complex/the Said Property and selling or granting rights to any person on any part of the Said Building/the Said Complex/the Said Property (excepting the Said Unit and the Parking Space, if any).
- (i) **No Obstruction of Common Portions:** The Buyer shall not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit and the Parking Space, if any.
- (j) **No Violating Rules:** The Buyer shall not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for the use of the Common Portions.
- (k) **No Throwing Refuse:** The Buyer shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.
- (l) **No Injurious Activities:** The Buyer shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the Parking Space, if any, or the Common Portions.
- (m) **No Storing Hazardous Articles:** The Buyer shall not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and the Parking Space, if any.

- (n) **Signage:** The Buyer shall not to put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Unit/the Said Building/the Said Complex save at the place or places, at no extra cost or charges, save and except the spots earmarked for the same by the Developer/Association (upon formation). The permission to install signage as per the annexures shall be binding on the Association of the Unit purchasers and it shall not have a right to alter or affect the rights of the Buyer.
- (o) **No Floor Damage:** The Buyer shall not keep any heavy articles or things that are likely to damage the Floors in the Common Portions or outside the said Unit.
- (p) **No Installing Generator:** The Buyer shall not install or keep or run any generator in the Said Unit and the Parking Space, if any.
- (q) **No Use of Machinery:** The Buyer shall not install or operate any machinery or equipment except as may be necessary for the purpose of its business provided such machinery does not create noise and vibrations that may inconvenience the other Unit Owners.
- (r) **No Misuse of Water:** The Buyer shall not misuse or permit to be misused the water supply to the said Unit.
- (s) **No Damage to Common Portions:** The Buyer shall not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or associates, staff, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (t) **No Cancellation of Insurance Policy:** The Buyer shall not do or cause to be or permit to be done anything whereby the insurance premium of the Said Building and the MLCP Building shall increase or result in cancellation of insurance policy.
- (u) **No Fixing of VSAT/Dish Antenna:** The Buyer shall not place any VSAT/Dish Antenna in any location of the Said Building/Complex. In case the Buyer requires the same to be installed for carrying out its business activities, it may do so at a location expressed in

writing by the Developer. The Buyer will not however claim any ownership for such space.

6. **Notification Regarding Letting:** If the Buyer lets out or sells the Said Unit And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's address and telephone number.
7. **No Objection to Construction:** Subject to what is mentioned herein the Buyer has accepted the scheme of the Developer to construct/develop the Said Complex in phases and to construct on other portions of the Said Property and hence the Buyer has no objection to the continuance of construction in the Said Complex/other portions of the Said Property, even after the Date Of Possession Notice. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/developmental activity.
8. **Roof Rights:** All roof rights (except exclusive portion of attached with unit/s) of the Said Building and the MLCP Building shall belong to the Developer and the Owners with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. It is clarified that any roof/terraces on other floors attached to the Units shall be for the exclusive use of those Unit holders.
9. **Acceptance of Green Building Norms:** The Developer intends to make the Said Building compliant with the norms of the U.S Green Building Council and LEED-CII Rating System and the Buyer has agreed and accepted such intention of the Developer and has further separately agreed to abide by all rules, regulations and stipulations in this regard.
10. **Name and Logo:** The Developer shall be entitled at all times to install, display and maintain its name and/or logo on the roof of the buildings in the Said Complex and/or other areas in the Said Complex by putting up hoardings, display signs, neon-signs, lighted displays etc. without being required to pay any charges for the same.
15. **Execution and Delivery**

15.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Executed and Delivered by the Vendor
at Kolkata in the presence of:

Executed and Delivered by the Developer
at Kolkata in the presence of:

Executed and Delivered by the Purchaser
at Kolkata in the presence of :