

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the day of **TWO THOUSAND AND EIGHTEEN (2018).**

BETWEEN

MAHADEO NIRMAN PRIVATE LIMITED (PAN-), a Company duly registered and incorporated under the provisions of the Companies Act, 1956 having its registered Office at 34A, Metcalfe Street, Calcutta 700 013, Police Station Bowbazar, P.O. Dharmatala, duly represented by its Director namely,.....,

AND

....., son of Mr..... by faith –....., by Occupation – Business, residing at P.O- P.S. – Kolkata –hereinafter called and referred to as the **OWNERS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors and successors in interest and assigns) of the **FIRST PART. All represented by their constituted Attorney /** Authorised Signatory (PAN.....) son of by faith – by occupation – by Nationality – residing at PO . PS.... Pin..... ,

- a. WHEREAS the Vendors herein are the owners and occupier now seized and possessed of and/or otherwise well and (sufficiently entitled to **aALL THAT** piece or parcel of Bastu Land, measuring an area about **106.20 Cottah** be the same a little more or less **TOGETHER WITH** Tile Shed structure, lying and situated at Premises No.59, Barrackpore Truck Road, Kolkata-700002, Borough No.1 under Ward No.4 District – Kolkata, West Bengal. (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **SAID PREMISES**)
 - b. AND WHEREAS the manner in which the Owner /Vendor acquire the right, title and interest is detailed hereunder
 - c. **AND WHEREAS** after purchasing the aforesaid lands the vendor herein (.....), being the owner in respect of aforesaid plot of land duly applied and mutated their names with the records of the concerned Kolkata Municipal Corporation.
 - d. **AND WHEREAS** the Vendor herein being the owner in respect of aforesaid plot of land duly applied and mutated their names with the records of the concerned Kolkata Municipal Corporation.
 - e. **AND WHEREAS** the Vendor herein applied for a building sanction plan before the Kolkata Municipal Corporation and accordingly the Kolkata Municipal Corporation on _____, approved the plan for the construction of multi-storied building in the said land consisting of several Shop/s, Car Parking space/ Flats, and accordingly the Vendor herein started the construction work on the said land morefully and particularly described in the schedule A, hereunder and the same is under progress.
- A.** The **OWNER/DEVELOPER** obtained a sanctioned plan from the authorities concerned being No. BRC for undertaking construction of a Housing Project on **SAID PREMISES** comprising of several independent blocks and the said project has been named **OM SKYLARK** .

The Purchaser herein approached the owner Developer and owner Developer agreed to sale **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the **Floor** of the building being **Block-** in Project '**OM SKYLARK** ' containing by estimation an area of **Sq. ft.** (Carpet) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** Together With the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex (hereinafter collectively referred to as the **SAID FLAT**) at and for the agreed consideration of **Rs**/- (**Rupees**) **only** and the parties entered into an agreement amongst themselves.

B. The said Flat is now since completed and the Purchaser has duly satisfied itself as to the title of the Owner/Developer, constructions, measurements, materials used, workmanship, the scheme of the Project and inspected the sanctioned plan and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.

C. The Purchasers have gone through and agrees to abide by all such covenants as agreed by all the other Flat Owners in the standard Agreement for Sale to the extent such covenants shall remain applicable now and in the future.

D. The Owner/ Developer herein have specifically represented to the Purchase that the said flat is free of encumbrances, charges, liens, lispendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and further without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and that the Owner/ Developer has full right, title and interest in the Said Flat and has full right and authority to assign, convey transfer all its right, title and interest therein and the Owner/ Developer herein further declare that the clear title to the Said Flat and its appurtenances belongs to the Owner/ Developer herein absolutely and that no other person or persons have any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner/ Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner/ Developer herein has itself full right, power and absolute authority to sell or transfer to the Purchasers herein the said flat and his right, title and interest in the said property and that the Owner/ Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the Said Flat by the Purchasers herein may be rendered illegal and/or unauthorized for any reason or on any account.

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT in consideration of the said sum of **Rs**/- (**Rupees** **only** paid by the Purchasers herein or before the execution of these presents as per the Memo of Consideration hereunder written the receipt whereof the Owner/ Developer doth hereby admits and acknowledges and the Owner/ Developer doth hereby acquit, release and forever discharge the Purchasers from the payment of the same and every part thereof as well as the **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the **Floor** of the building being **Block-** in Project '**OM SKYLARK** ' containing by estimation an area of**Sq. ft.** (Carpet) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** Together with the proportionate share or interest in all common parts portions areas and facilities and Together with the undivided proportionate share in the in the land comprised in the said Premises attributable thereto and the Owner/ Developer doth hereby grant, convey, sell, assign and assure to and unto and in favour of the Purchasers **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the..... **Floor** of the building being **Block-**in Project '**OM SKYLARK** ' containing by estimation an area of **Sq. ft.** (Carpet) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** Together with the proportionate share or interest in all common parts portions areas and facilities and Together with the undivided proportionate share in the in the land comprised in the said Premises attributable thereto hereinafter collectively referred to as the SAID FLAT with the common rights OR HOWSOEVER OTHERWISE in the Said Flat with common rights now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished together with all and other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging or in anywise

appertaining to or with the same or any part thereof now or is or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or deemed to be taken as part parcel and member thereof or appurtenant thereto and the reversion and reversions, remainder or remainders and the rents, issues, and profits of and from the said flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be an every part thereof and all the estate right, title, inheritance, use, trust, possession property claim and demand whatsoever both at law and in equity of the Owner/ Developer of into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be unto and to the use of the Purchasers free from all encumbrances liens and lispensens and all deeds, pattas, muniments writings and evidences of title whatsoever exclusively relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was and may be in the custody possession or power of the Owner/ Developer or any person or persons from whom the Owner/ Developer can or may procure the same without any action or suit at law and in equity **TO HAVE AND TO HOLD** the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of inheritance in fee simple in possession without any manner of condition use, trust or other things whatsoever to alter, defeat, encumber or make void the same and the Owner/ Developer doth hereby covenant with the Purchasers that notwithstanding any act, deed, matters, assurances or things whatsoever by the Owner/ Developer made done, occasioned or suffered to the contrary the Owner/ Developer is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the Said Flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate without any hindrance, lawful eviction interruption, claim or demand whatsoever from or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Owner/ Developer well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and manner of former or other estate, encumbrances, claims, demands, charges, liens, lispensens, debts and attachments whatsoever had made done, executed, occasioned or suffered by the Owner/ Developer or any person or persons claiming or to claim from through under or in trust for the Owner/ Developer into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, matters of things whatsoever as aforesaid the Owner/ Developer has good right full power and absolute authority to grant, sell transfer, convey, assign and assure the said flat unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer along with the right to sell, convey, transfer, mortgage or lease out or rent out the Said Flat to any person or any financial institution at his own choice, trust for the Owner/ Developer into and upon the said trust for the Owner/ Developer into and upon unit with common rights hereby granted, transferred, sold conveyed, assigned and assured or expressed or intended so to be unto and to the sue of the Purchasers for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, mattes or things whatsoever as aforesaid the Owner/ Developer has good right full power and absolute authority to grant, sell, transfer, convey, assign and assure the Said Flat unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever form or by the Owner/ Developer or any person or

persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer along with the right to sell, convey, transfer, mortgage or lease out or rent out the said property to any person or any financial institution at its own choice without obtaining any prior permission from the Owner/ Developer or any other co-owners of the building but subject to the obligations as required and as covenanted hereunder and free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or otherwise by the Owner/ Developer well and sufficiently saved, defended, kept harmless and indemnified of from and against all and manner of former or other estate, right, lease, mortgage, charge, trust wakfs, debutters, attachments, executions, lispendens, claims, demands and encumbrances whatsoever made, done, occasioned or suffered by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Owner/ Developer and further that the Owner/ Developer and all persons having or lawfully claiming any estate, right, title and interest whatsoever in the Said Flat with common rights hereby granted, transferred sold, conveyed, assigned and assured or any part thereof from under or in trust for the Owner/ Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers made do and execute all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assuring and assigning the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned, assured and confirmed and every part thereof unto and to the sue of the Purchasers in the manner aforesaid as shall or may be reasonably required and the Purchasers hereby covenants with the Owner/ Developer that the Purchasers will and shall pay proportionate share of rates and taxes relating to the said premises and wholly in respect of the said flat and the Purchasers further covenant with the Owner/ Developer herein that the Purchasers shall hold, possess and enjoy the Said Flat as an absolute owner thereof subject to the covenants conditions and agreements and common expenses set out and particularly mentioned and hereunder written to be observed and performed and paid by the Purchasers and that the Owner/ Developer shall upon every reasonable request of the Purchasers and at the costs of the Purchasers execute further deeds and documents to perfect the title of the Purchasers and the Owner/Vendor assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in **Part I** and **Part II** of the **THIRD SCHEDULE** hereunder written and/or describe and The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **FOURTH SCHEDULE** hereunder written and/or described and the Purchasers shall be entitled to the Rights and privileges as detailed in the **FIFTH SCHEDULE** hereunder written and /or described responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. AND FURTHER that PURCHASERS shall abide by the Restrictions /House Rules as detailed in **THE SIXTH SCHEDULE** above referred to and FURTHER THAT the PURCHASER shall the common expenses as detailed in the **SEVENTH SCHEDULE** hereunder written and /or described.

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

ALL THAT piece or parcel of Bastu Land, measuring an area about **106.20 Cottah** be the same a little more or less **TOGETHER WITH** Tile Shed structure, lying and situated at Premises No.59, Barrackpore Truck Road, Kolkata-700002, Borough No.1 under Ward No.4 District – Kolkata, West Bengal, within the limits of the Kolkata Municipal Corporation , West Bengal and the same is butted and bounded as follows:

BY NORTH : By
 BY SOUTH : By
 BY EAST : By
 BY WEST : By

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO)**

ALL THAT piece and parcel of the **FLAT AND/OR UNIT** no..... on the **Floor** of the building being **Block-** in Project '**OM SKYLARK** ' containing by estimation an area of **Sq. ft.** (Carpet) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** as delineated and demarcated in the Map or Plan annexed hereto and shown in RED borders.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND PORTIONS IN THE BLOCK)**

1. Stair case,
2. Stair case landing,
3. Lift-well,
4. Lift plant installation,
5. Lift room,
6. Common passage and lobby on ground Floor .
7. Water pump, water tank, water pipes and other common plumbing installation,
8. Transformer, electric wiring, motor, generator and fittings,
9. Drainage and sewers including man holes etc.
10. Pump house,
11. Main gate/s and entrance/exists of the Residential Space/Area of the Building Complex.
12. Such other common parts, areas, equipments and installations fixtures, fittings and spaces and drive way in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified to be the common parts after construction of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO :
(EASEMENTS OR QUASI-EASEMENTS)**

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

staircase, electrical installation open and covered space(s) and other common passages or paths of the Building(s).

5. The right of the Association or its authorized agents) with or without workmen and necessary materials to enter from time to time upon the said Flat(s) 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 that the other person or persons shall give to the Purchasers twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(RIGHTS AND PRIVILEGES OF THE PURCHASERS)**

1. The purchasers 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 Flat(s) 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 the rights easements quasi-easements privileges and appurtenances.
2. The right of access and passage in common with the co-owners and occupiers at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and al other common areas installations and facilities in the Building(s) 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 Flat(s)(s) with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers or the servants agents employees and invitees of the Purchasers to obtained in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the society/Service Company along such driveway and pathways as aforesaid.
4. The right of support shelter and protection of the Said Flat(s) by or from all parts of the Building(s) 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 Flat(s) through pipes drains wires and conduits lying or being in under through or over the Building(s) and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Flat(s) whatsoever.
6. The right with or without workmen and necessary materials for the Purchasers to enter from time to time upon the other parts of the Building(s) 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 Flat(s) 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 Owners and occupiers of the other Flats and portion of the Building(s).

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

1. As from the date of possession of the said Flat(s) the Purchasers agree and covenant:

- i.** To co-operate with the other co Purchasers in the management and maintenance of the said building(s).
- ii.** To observe the rules framed from time to time by the Service Company/Holding Organisation and become a member of the association of Flat Owners who shall collectively observe the rules framed from time to time by the Service Company
- iii.** To use the said Flat(s) for residential purposes only and for no other purposes whatsoever without the consent in writing of the Owner/ Developer s.
- iv.** To allow the Holding Organisation with or without workmen to enter into the said Flat(s) for the purpose of maintenance and repairs.
- v.** To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the said Flat(s) and proportionately for the building(s) and/or common parts/parts and wholly for the said Flat (s) and/or to make deposits on account thereof in the manner mentioned hereunder to the Holding Association to such Holding Organisation. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Flat(s) has been taken or not by the Purchasers. The Purchasers shall pay the said amounts without raising any objection thereto regularly and punctually within 72 hours to such Holding Organisation.
- vi.** To deposit the amounts reasonably required with Holding Organisation towards the liability for rates and taxes and other outgoings.
- vii.** To pay charges for electricity in or relating to the said Flat(s) wholly and proportionately relating to the common parts.
- viii.** Not to subdivide the said Flat(s) and/or the Parking Space if allotted or any portion thereof.
- ix.** To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building(s).
- x.** Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Flat(s) or in the compound or any portion of the building(s).
- xi.** Not to store or bring and allow being stored in the said Flat(s) any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building(s) or any portion of any fittings or fixtures thereof including windows, doors, floors etc, in any manner.
- xii.** Not to hand from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building(s) or any part thereof.
- xiii.** Not to fix or install air-conditioners in the said Flat(s) have and except at the places which have been specified in the said Flat(s) for such installation.
- xiv.** Not to do or cause anything to be done in or around the said Flat(s) which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat(s) or adjacent to the said Flat(s) or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xv.** Not to damage or demolish or cause to be damaged or demolished the said Flat(s) or any part thereof or the fittings and fixtures affixed thereto.

- xvi.** Not to close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Flat which differs from the colour scheme of the building(s) or deviation or which may affect the elevation in respect of the exterior walls of the said building(s).
- xvii.** Not to install grills the design of which have not been approved by the Architect.
- xviii.** Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat(s) or any part of the said building(s) or cause increased premium to be payable in respect thereof if the building(s) is insured.
- xix.** Not to make in the said Flat(s) any structural addition and/or alterations such as beams, columns, partition walls etc, or improvements of a permanent nature except with the prior approval in writing of the Local Civic Authority and/or any concerned authority as and when required.
- xx.** The Purchasers shall not fix or install any antenna on the roof or terrace of the said Building(s) nor shall fix any widow antenna except at the space identified and demarcated by the Owner/ Developer for the purpose.
- xxi.** Not to deny acceptance (either individually or as a member of the association) to take over management of maintenance services and Not to insist upon the Owner/ Developer to continue management of maintenance services as and when the Owner/ Developer deems fit and proper to handover management of maintenance services and consequent thereto calls upon the association to take over management of maintenance services. The Purchasers is also aware that in the event of such denial and/or refusal the Owner/ Developer shall be at liberty to withdraw and/or discontinue maintenance services without any further reference.
- xxii.** The Purchaser/s admit/s and accept/s that the Owner/developer herein and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for the Complex and/or extension thereof and /or any remaining and/or new construction and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.
- xxiii.** Not to use the said Flat(s) or permit the same to be used for any purposes whatsoever other than as a residence(s)/ as has been granted and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building(s) or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for industrial activities whatsoever.
- xxiv.** Not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsides.
- xxv.** To abide by such building(s) rules and regulations as may be made applicable by the Holding Organisation and after the Holding Organisation is incorporated to comply with and/or adhere to the building(s) rules and regulations of such Holding Organisation.
- xxvi.** Not to obstruct in parking vehicle of anybody including other Purchasers in the Complex.
- xxvii.** Not to park any car or permit any car to be parked in any open area or unsold car parking area

xxviii. To use the said car parking space for parking of cars belonging to the Purchasers and/or to the members of his family and not to allow any other person or strangers to park their cars in the car parking space allotted to the Purchasers.

2. The purchasers agree that :

i. The Purchasers shall pay regularly and punctually within 7th day of every month, in advance and month by month the common expenses as described in the Seventh schedule hereunder written at such rate as may be decided, determined and apportioned by the from the date of possession and upon formation and transfer of management of the building(s) to the Holding Organisation such payments are required to be make without any abatement or demand.

ii. The proportionate rate payable by the Purchasers for the common expenses shall be decided from time to time and the Purchasers shall be liable to pay all such expenses wholly if it relates to the Purchasers Flat(s) only and proportionately for the building as a whole. The statement of account of the appointment of the charges as prepared by the Maintenance Co. shall be conclusive and final. The purchasers shall not be entitled to dispute or question the same. In the event of the transfer of the management and administration of the said building(s) to the Holding Organisation in terms of these presents, the employees of the Owner/ Developer s such as watchmen, security staff, liftmen, etc, shall be employed and/or absorbed in the employment of such Holding Organisation with continuity of service and on the same terms and conditions of employment and the Purchasers shall not be entitled to raise any objection thereto and hereby consents to the same.

iii. To abide by the rules and regulation as may be framed and decided for the use of the community hall and to take the written consent of the Owner/ Developer prior to use of the community hall and the Owner/ Developer shall have the discretion to grant or refuse such permission on the basis of availability.

iv. To pay to the Service Company such amounts for the aforesaid purpose as may be demanded by the authority.

v. So long as such Flat(s) in the said Premises shall not be separately mutated and assessed the Purchasers shall pay the proportionate share of all rates and taxes.

vi. If the purchasers fails to pay the aforesaid expenses or part thereof within time as aforesaid, the Purchasers shall be liable to pay interest at the rate of one and half percent per month and further that if such amount shall remains unpaid for sixty days, shall be at liberty to disconnect and/or suspend all common services attached to the Purchasers' Flat (as has been granted) such as water supply, electricity connection, use of lifts, etc,. till such dues with interest are paid and shall also be liable to pay the common expenses for such suspension period as well as reconnection charges.

3. The Purchasers have further agreed that :

i. The right of the purchasers shall remain restricted to the said Flat(s).

ii. The Purchasers shall not have any right or claim in respect of the other portions of the said building or the premises.

THE SEVENTH SCHEDULE ABOVE REFERRED

(Common Expenses)

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps 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 Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
OWNER/DEVELOPER at Kolkata in the presence of

Witnesses:

1.

SIGNED SEALED AND DELIVERED by the
PURCHASERS at Kolkata in the presence of :

Witnesses:

1.

2.

