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## DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** executed at Kolkata on this the \_\_\_\_\_ day of \_\_\_\_\_, 201

## BY AND BETWEEN

**CARD BOARD BOX MANUFACTURING COMPANY (IT PAN – AABFC 8253E)**, a partnership firm formed under the Indian Partnership Act, 1932, and represented by its Partners (i) Shashikant Bhagwandas Ajmera (**IT PAN – AFAPA 5774L**) (ii) Chetan Pranjivandas Ajmera (**IT PAN – ACSPA 8915E**) (iii) Himanshu Anantrai Ajmera (**IT PAN – ADEPA 7521K**) (iv) Sanjay Anantrai Ajmera (**IT PAN – ACZPA 9662M**) (v) Gaurang Shashikant Ajmera (**IT PAN – ADAPA 2270R**), having its principal office at 38, Colootola Street, Police Station – Jorasanko, Kolkata – 700 073, being represented by its' Constituted Attorney **BELMONT DEVCON PRIVATE LIMITED (IT PAN – AAFCB5843C) (CIN U70102WB2013PTC195647)**, a private limited company incorporated under the provisions of the Companies Act, 1956, presently having its registered office at Woodburn Central, 2<sup>nd</sup> Floor, 5A Bibhabati Bose Sarani (formerly known as 5A Woodburn Park), Police Station – Bhawanipore, Post Office – Lala Lajpat Rai Sarani (Sub – Post Office), Kolkata – 700 020, vide Power of Attorney executed on 4<sup>th</sup> April, 2014 registered at the Office of the Additional Registrar of Assurance – III, Kolkata and recorded in Book – IV, CD Volume No. 6, Pages from 3274 – 3290 and being no. 03392/2014, (hereinafter referred to as the “**OWNER**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its present

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partners and the partners inducted from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

**AND**

**BELMONT DEVCON PRIVATE LIMITED (IT PAN – AAFCB 5843C) (CIN U70102WB2013PTC195647)**, a private limited company incorporated under the provisions of the Companies Act, 1956, presently having its registered office at Woodburn Central, 2<sup>nd</sup> Floor, 5A Bibhabati Bose Sarani (formerly known as 5A Woodburn Park), Police Station – Bhawanipore, Post Office – Lala Lajpat Rai Sarani (Sub – Post Office), Kolkata – 700 020, West Bengal, hereinafter referred to as the **VENDOR/DEVELOPER**, being represented by its’ Director, **GAURAV BELANI**, son of Nandu K. Belani, residing at 5B, Debendra Lal Khan Road, Police Station + Post Office – Alipore, Kolkata – 700 027 (**IT PAN – AJXPB 0951B**) (hereinafter referred to as the “**VENDOR/DEVELOPER**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **SECOND PART**

**AND**

..... (**having IT PAN NO.** .....)  
(**AADHAR NO.** .....), Son/Wife/Daughter of .....,  
by Faith – ....., by Occupation – .....; A resident  
Indian/Person of Indian Origin having his/her/their permanent address  
at .....; Hereinafter referred to as the  
**‘PURCHASER/S’** (which term or expression shall unless excluded by  
or repugnant to the subject or context be deemed to mean and include

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his/her/their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**OWNER, VENDOR/DEVELOPER and PURCHASER/S** are referred to collectively as “Parties” and individually as “Party”.

### **WHEREAS:**

- a)** By a Deed of Conveyance dated June 9, 1961 made by Mr. Probodh Chandra Sarkar, son of Srish Chandra Sarkar (therein referred to as the vendor) and the Owner (therein referred to as the Purchaser/s), and registered at the office of the Registrar, 24 Parganas (now North 24 Parganas) under the jurisdiction of Barasat Police Station and recorded in Book No. I, Volume No. 42, Pages 130 to 137, being Deed No. 1712 for the year 1961, the vendor therein sold, conveyed, transferred, granted, assured and assigned all that piece or parcel of garden lands measuring more or less 11 (eleven) Bighas, 17 (seventeen) Cottahs, 1 (one) Chittack and 3 (three) square feet in Mouza Chandnagar, J.L. No. 44 in C.S. Dag Nos. 241 and 243, C.S. Khatian Nos. 143 and 52 respectively, Touzi No. 146, R.S. No. 167 (hereinafter referred to as the “Entire Land”), unto and in favour of the Owner (the Purchaser/s therein), free from all encumbrances, for the consideration therein mentioned, absolutely and forever;
- b)** The Owner since then, from time to time sold and transferred parts and portions of the Entire Land to various Purchaser/s on diverse dates and retained a portion of the Entire Land, admeasuring more or less 1.6 (one decimal six) acres equivalent to more or less 97 (ninety seven) Cottahs, with factory sheds, buildings for the staff quarters, pathways and driveways built thereon or part thereof and mutated the same in

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the records of the Land Revenue Department as bagan/karkhana comprised in C.S. and R.S. Dag No. 241 and 243 recorded in Khatian Nos. 143 and 52 corresponding to L.R. Dag No. 1421 (Part) recorded in L.R. Khatian No. 2014 of Mouza – Chandnagar and also mutated the same in the municipal records of Madhyamgram Municipality as the owner of the said premises being Holding and Premises No. 271, Sodepur Road (East), Ward no. 10 under the Barasat Police Station in the District of North 24-Parganas (the said piece and parcel of land with sheds, buildings, pathways and driveways built thereon or part thereof are hereinafter collectively referred to as the “**SAID PROPERTY**” and has been more fully and particularly described in the **FIRST SCHEDULE** written hereunder and delineated and demarcated in Annexure – A hereto) and the Owner was in continuous use and enjoyment of the Said Property upon payment of the khajana and the property taxes to the appropriate authorities;

- c) Before sale and transfer of the portions of the Entire Land, the Owner obtained an order dated February 8, 1983 passed by C.A., S.D.O. of the Competent Authority under the **Urban Land (Ceiling and Regulation) Act, 1976 (“ULCRA”)** declaring that there was no excess vacant land which could vest under the provisions of the ULCRA;
- d) Thus, the Owner, being seized and possessed of the Said Property, entered into a Development Agreement dated 4<sup>th</sup> April, 2014 with the Vendor/Developer for development of the Said Property, which agreement was registered with the Additional Registrar of Assurances-II, Kolkata in Book No. I, CD Volume No. 26, Pages 3210 to 3240, being No. 05623 for the year 2014 (the “Development Agreement”);

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- e) Pursuant to the execution and registration of the Development Agreement, the Owner vide a Power of Attorney dated 4th April, 2014, registered in the Office of the A.R.A. – III, Kolkata and recorded in Book – IV, CD Volume No. 6, Pages from 3274 – 3290 being no. 3392/2014 executed in favour of the Vendor/Developer gave full power and authority to do whatever is required and necessary so as to construct and develop the proposed multi-storied building(s) on the Said Property and to sell the apartments along with proportionate share of the Said Property to the intending Purchaser/s.
- f) In pursuance of the terms of the Development Agreement, the Owner obtained a conversion certificate dated **15/07/2016** under No. **L – 13011(11)/129/2014-DL&LRO/132710** for conversion of the Said Property from bagan/karkhana to bastu/abasan from the relevant competent authority;
- g) For the purpose of constructing a **B+G+XI** building complex comprising of **2 (Two) towers**, the Vendor/Developer initially caused a Building Plan prepared and sanctioned from the Madhyamgram Municipality vide approval dated **20/04/2018** bearing **P.A. No. COM – 08/MM/2018-2019** and subsequently obtained the final sanction from the said Municipality vide approval dated **02/01/2019** bearing **P.A. No. COM – 90/MM/2018-2019** and the Said Property has been earmarked for the purpose of building therein a residential project, comprising of Two (2) multi-storeyed buildings and the said project shall be known as **“BELANI AYANA”** (hereinafter referred to as the “Project”);
- h) The Vendor/Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_ on \_\_\_\_\_ under registration No. \_\_\_\_\_.

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**i)** The Vendor/Developer duly constructed the Project as per plan sanctioned by the Madhyamgram Municipality with subsequent revisions permitted by law.

(a) By an Agreement for Sale dated \_\_\_\_\_ (“Agreement”) the Owner and Vendor/Developer agreed to sell and Purchaser/s has/have agreed to acquire and/or purchase **ALL THAT** the Unit/Said Apartment No. “\_\_\_\_\_” on \_\_\_\_\_ Floor having \_\_\_\_\_ sq. ft. carpet area of the building commonly known as “**BELANI AYANA**” being Block No. \_\_\_\_\_ (“Building”) along with \_\_\_\_\_ number parking as permissible under the applicable law and an undivided, indivisible, proportionate and variable share of land underneath the Building out of the Said Property attributable to the said Unit (hereinafter collectively referred to as the “Apartment” and as more fully and particularly described in the **SECOND SCHEDULE** written hereunder, with the floor plan of the said unit annexed hereto) **ALONGWITH** the right to use the common areas and facilities;

**I. NOW THIS INDENTURE WITNESSES:**

a) In consideration of payment for a total amount, more fully described in the **THIRD SCHEDULE** and in the **MEMO OF CONSIDERATION** annexed hereto, paid by the Purchaser/s to the Vendor/Developer herein and in further consideration of the Purchaser/s fulfilling all obligations under these presents, the Owner and Vendor/Developer (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Purchaser/s **ALL THAT** the:

- (i) Residential Apartment described in the **SECOND SCHEDULE**;
- (ii) Undivided, impartible, proportionate and variable share in the land underneath the Building out of the Said Property, as be attributable and appurtenant to the said Apartment;

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- (iii) Right to park ..... (.....) no. of car in the parking space/s provided and as described in the **SECOND SCHEDULE** hereinafter (wherever applicable);  
and
  - (iv) Right to use the Common Areas and Facilities more fully described in the Fourth Schedule.
- b) The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in the **FIFTH SCHEDULE** and further subject to conditions more fully described in the **SIXTH SCHEDULE** hereinafter.

**II. AND THE OWNER AND VENDOR/DEVELOPER DO AND EACH ONE OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER/S** as follows:-

- (b) **THAT** notwithstanding any act deed matter or thing whatsoever done by the Owner and Vendor/Developer or executed or knowingly suffered to the contrary the Owner and Vendor/Developer, lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Apartment and the properties appurtenant thereto, hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions trust encumbrances which make void the same.
- (c) **THAT** the said Apartment and the properties appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases *lispendens debutters* or trust made or suffered by the Owner and Vendor/Developer or any person or persons having lawfully or equitably claiming any estate or interest therein through under or in trust for the Owner and Vendor/Developer.
- (d) **THAT** the Purchaser/s shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Apartment and the properties appurtenant thereto, and shall be entitled to receive all the rents issues and profits thereof without any lawful evictions

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interruption claims or demands whatsoever by the Owner and Vendor/Developer or any person or persons having lawfully or equitably claiming as aforesaid.

- (e) **THAT** the Purchaser/s shall be freed cleared and absolutely discharged saved kept harmless and indemnified against all estate charges encumbrances liens attachments *lispendens, debutters* or trust or claim and demands whatsoever created occasioned or made by the Owner and Vendor/Developer or any person or persons lawfully or equitably claiming as aforesaid.
- (f) **AND FURTHER THAT** the Owner and Vendor/Developer and all persons having lawfully or equitably claiming any estate or interest in the said Apartment and the properties appurtenant thereto or any part thereof through under or in trust for the Owner and Vendor/Developer, shall and will, from time to time and at all times hereafter at the request and cost of the Purchaser/s, make do and execute or cause to be made, done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Apartment and the properties appurtenant thereto and every part thereof unto and to the use of the Purchaser/s in the manner as aforesaid as shall or may be reasonably required.
- (g) **THAT** the Vendor/Developer, shall pursuant to **Section 17** of the **Said Act**, hand over the maintenance of the building and convey the undivided proportionate share in the common areas to an Association formed/to be formed by the Vendor/Developer within a reasonable time, to which the Purchaser/s will become the member upon execution of sale deed in his/her/their/its' favour. On such handing over, the Vendor/Developer after deducting its dues and claims if any, shall hand over the maintenance deposit of the various unit owners to such Association.

**III. AND THE VENDOR/DEVELOPER FURTHER COVENANTS WITH THE PURCHASER/S** as follows:



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- (i) That the Vendor/Developer has received the total Consideration mentioned in the **THIRD SCHEDULE** and acknowledges the receipt thereof in the **Memo of Consideration** hereunder;
  
- (ii) That the Vendor/Developer along with the Owner has the right to sell, transfer and convey the said Apartment to the Purchaser/s;
  
- (iii) That the Vendor/Developer shall, at the costs and reasonable requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment unto and in favour of the Purchaser/s.
  
- (iv) The Vendor hereby further covenants with the Purchaser/s that the Purchaser/s shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed mentioned in the **FIFTH SCHEDULE** and with the terms, conditions, restrictions, stipulations, obligations and covenants contained in the **SIXTH SCHEDULE**, peaceably own, hold and enjoy the said Apartment.
  
- (v) The Vendor/Developer shall rectify all reasonable construction related defects in the said Apartment, if any, brought to the notice of the Vendor/Developer, at its own cost and effort, within five calendar year from the date of Completion Certificate, issued by the relevant authority.

It is clarified that the above said responsibility of the Vendor/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Purchaser/s 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 Vendor/Developer to the Purchaser/s ends before the defect liability period and such

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warranties are covered under the maintenance of the said Project and if the annual maintenance contracts are not done/renewed by the Purchaser/s, the Vendor/Developer shall not be responsible for any defects occurring due to the same. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser/s 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.

**IV. AND THE PURCHASER/S SHALL TO THE END AND INTENT THAT THE OBLIGATION AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED WITH THE OWNER AND VENDOR/DEVELOPER AND EACH ONE OF THEM RESPECTIVELY** as follows:-

- (i) THAT the Purchaser/s and all other persons deriving title under him/her/them/it shall and will at all times hereafter shall observe the restrictions regarding the uses set forth in the **SIXTH SCHEDULE** hereunder written.
- (ii) THAT the Purchaser/s shall and at all times hereafter (from the date of notice for possession) regularly and punctually make payment of all municipal rates, applicable outgoings and taxes and other levies impositions including maintenance charges which may from time to time be imposed or become payable in respect of the said Apartment and proportionately for the Project as a whole and for the Common Areas and Facilities.
- (iii) **THAT** the Purchaser/ shall within **6 (six) months'** from the date of execution of these presents, apply for and obtain mutation of his/her/their/its' name as the owner of the said Apartment from the \_\_\_\_\_ and shall also obtain separate assessment

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of the said Apartment and so long the said Apartment is not separately assessed the Purchaser/s shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the Project, such amount to be determined in its absolute discretion by the Vendor/Developer and upon formation of the Association by such Association.

- (iv) The Purchaser/s shall neither use nor transfer any other space, portion and common portion other than the said Apartment and properties appurtenant thereto only being transferred by the Owner and Vendor/Developer herein in favour of the Purchaser/s vide this Deed of Conveyance mentioned in the **SECOND SCHEDULE** and proportionate right of user as mentioned in the **FOURTH SCHEDULE**. The Purchaser/s has no right, title, interest and claim in respect of other spaces.

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

After completion of the execution and registration of the Deed of Conveyance in favour of the Purchaser/s, the Purchaser/s may deal with or dispose of or assign or alienate the said Apartment subject to the following conditions:

- (i) Pursuant to **Section 17** of the said Act and at the instance of the Purchaser/s, the Association shall be conveyed the undivided proportionate share in the Common Area, the Purchaser/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Owner and the Vendor/Developer have handed over the Common areas to the Association.
- (ii) The said Apartment shall be impartible, indivisible and in one lot, and the same shall not and cannot be partitioned in case of sale of the said Apartment in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

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- (iii) The said project shall always be known as “**BELANI AYANA**” and the Purchaser/s undertake/s not to change the name at any point of time.
- (iv) Any subsequent transfer of the said Apartment by the Purchaser/s shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein and/or in the Deed of Conveyance, shall run with the said Apartment and/or subsequent transfer. The person (s) to whom the Purchaser/s may transfer/alienate the said Apartment, shall enter into a Deed of Adherence for being bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser/s by law and/or by virtue of this Deed of Conveyance.
- (v) At or before entering into these presents the Purchaser/s has/have made himself/herself/itself/themselves aware that the said Apartment is a part of the Project and the Purchaser/s agree to maintain the decency of the said Building and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said Project.
- (vi) The Purchaser/s shall be liable to pay proportionate monthly common expenses and municipal and other applicable taxes from the expiry of the period of notice of possession as mentioned above.
- (vii) Subject to the entitlement of the Vendor/Developer and as per provisions of the Act the Purchaser/s hereby records his/her/their/its’ consent that the Owner and Vendor/Developer shall be entitled to all future vertical and horizontal exploitation of the Building and/or the Premises by way of additional/further construction or otherwise on any part of the land comprised in the Said Property and/or raising of any additional floors/stories /construction over the roofs of the buildings and shall at their absolute discretion be entitled to make from time to time additions or alterations to the building and/or the Common Portions and shall be entitled to deal with and dispose of any or all

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of the above in any manner whatsoever. The Purchaser/s shall not be entitled to raise any objection, hindrance or claim in respect of the same.

### **V) POSSESSION:**

Simultaneously upon execution of this Deed of Conveyance, the Developer has handed over possession of the said Apartment along with the car parking space to the Purchaser/s and the Purchaser's admits and acknowledged to have received the same and further affirm(s), confirm(s) and declare that the Purchaser's is/are fully satisfied with the quality of construction, time of completion for the said Apartment and properties appurtenant thereto and does not have any claim and shall never raise any question in this regard.

### **THE FIRST SCHEDULE ABOVE REFERRED TO :**

#### **SAID PROPERTY**

**ALL THAT** piece or parcel of **BASTU** land admeasuring more or less 97 (Ninety Seven) Cottahs together with sheds, buildings and structures built thereon or part thereof in Mouza Chandnagar J. L. No. 44 formerly in C.S. Dag Nos. 241 and 243 C.S. Khatian No. 143 and 52 respectively Touzi No. 146 R.S. No. 167 corresponding to L.R. Dag No. 1421 (Part) L.R. Khatian No. 2014 situate lying at being Premises No. 271, Sodepur Road (East), Kolkata under Barasat Police Station within Ward no. 10 under the jurisdiction of Madhyamgram Municipality in the District of North 24 Parganas and butted and bounded in the manner following that is to say -

**ON THE NORTH:** By the drain and beyond that by the public road known as  
Sodepur Road (East);

**ON THE EAST:** Partly by the remaining land of L.R. Dag No. 1421;

**ON THE SOUTH:** By the boundary wall and the properties of M/s. Associated  
Porcelain Factory;

**ON THE WEST:** By a 16' wide public road.

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## **THE SECOND SCHEDULE ABOVE REFERRED TO**

### **(SAID APARTMENT)**

**ALL THAT** unit no. \_\_\_\_ on the \_\_\_\_ Floor of the Tower/Block No. \_\_\_\_ having Carpet Area of \_\_\_\_ (\_\_\_\_) square feet (be the same a little more or less), Built up Area of \_\_\_\_ (\_\_\_\_) square feet (be the same a little more or less), comprised of \_\_\_\_ [\_\_\_\_] Bedrooms, \_\_\_\_ [\_\_\_\_] Kitchen, \_\_\_\_ [\_\_\_\_] Bathrooms, \_\_\_\_ [\_\_\_\_] Balcony(ies) and a Living - Cum - Dining **TOGETHER WITH** a undivided, indivisible, proportionate and variable share of land underneath the Building out of the Said Property attributable to the said Apartment and **TOGETHER WITH** the right to use \_\_\_\_ [\_\_\_\_] \_\_\_\_\_ Car Parking Space and **TOGETHER WITH** right to use the Common Areas and Facilities as described Fourth Schedule herein AND the said Apartment is delineated in the plan annexed hereto as Annexure – B, duly bordered thereon in 'RED'.

## **THE THIRD SCHEDULE ABOVE REFERRED TO**

### **(CONSIDERATION)**

<b><u>SL. NO.</u></b>	<b><u>DETAILS</u></b>	<b><u>AMOUNT [IN RS.]</u></b>
1	APARTMENT PRICE	
2.	CAR PARK PRICE	
<b>TOTAL</b>		

## **THE FOURTH SCHEDULE ABOVE REFERRED TO:**

### **COMMON AREAS AND FACILITIES**

- 1) The foundations, columns, girders, beams, supports, halls, corridors, entrance lobby,

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- stairs, stairways, landings, entrances, exits and pathways;
- 2) Drains and sewers from the Said Property to the Municipal ducts;
  - 3) Water sewerage and drainage evacuation pipes from the individual apartments to drains and sewers common to the Said Property;
  - 4) Toilets in the ground floors of the Said Buildings for the use by drivers, Durwans and servants of the Said Buildings;
  - 5) Boundary walls of the Said Property including outer side of the walls of the new Building and main gates including land comprised in the Said Property;
  - 6) Water pump room, lift machine room, elevators, motors, compressors pipes and ducts and in general all apparatus and installations existing for common use;
  - 7) Overhead water tanks (concrete) and underground water reservoir, water pipes and other common plumbing installations and spaces required thereto
  - 8) Banquet Hall with kitchen
  - 9) Outdoor terrace with Amphitheatre.
  - 10) Gymnasium.
  - 11) Swimming pool & deck with separate changing room for ladies and gents.
  - 12) Indoor Games room
  - 13) Card room
  - 14) Association office/room
  - 15) Kids' room
  - 16) Multipurpose court (ground floor)
  - 17) Children's play area (ground floor)
  - 18) Walking Track and Green Lawn (ground floor)

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(EASEMENTS, QUASI-EASEMENT AND PRIVILEGES RESERVED)**

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All Apartment owners/occupants of the said Project shall be bound by the following easement and/or conditions:

- (i) The right of ingress to and egress from their respective apartments over the common portion.
- (ii) The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
- (iii) The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
- (iv) Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in the **FIFTH SCHEDULE**
- (v) None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
- (vi) The Purchaser/s/occupier/s of the said Apartment shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

### **THE SIXTH SCHEDULE ABOVE REFERRED TO** **(COVENANTS AND RESTRICTIONS)**

The terms, conditions, stipulations, obligations and restrictions that the Purchaser/s and all persons into whosoever's hands the Said Apartment may come, are bound to adhere to and observe, include but are not limited to the following:

1. That the Purchaser/s agree/s and acknowledge/s that basements and service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms,



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underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps, and equipment etc. and other permitted uses as per the sanctioned plan and that the Purchaser/s shall not be permitted to use the services areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Vendor/Developer and/or the Association, as the case may be, for rendering maintenance services;

2. That the Purchaser/s shall co-operate with the other Co-Purchaser/s of the Project, the Vendor/Developer and/or the Association, as the case may be, in the management and maintenance of the Said Apartment, Building and the Project and shall abide by the directions and decisions of the Vendor/Developer and/or the Association, as the case may be, as may be made from time to time in the best interest of the Said Apartment, Building and/or the Project;
3. That the Purchaser/s shall abide by and observe at all times the regulations framed by the Vendor/Developer and/or the Association, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the Said Apartment and/or the Project and shall also abide by the Applicable Laws;
4. That the Purchaser/s shall pay to the Vendor/Developer or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building and/or the Project, that has been caused by the negligence and/or wilful act of the Purchaser/s and/or any occupier of the Said Apartment and/or family members, guests or servants of the Purchaser/s or such other occupiers of the Said Apartment;

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5. That the Purchaser/s shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Said Apartment and shall keep the unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
6. That the Purchaser/s shall carry out at his/her/their/its own cost all internal repairs to the Said Apartment and maintain the Said Apartment in the same condition, state and order in which it was delivered by the Vendor/Developer to the Purchaser/s and shall not do or suffer to be done anything in or to the Building or the Said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
7. That the Purchaser/s shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
8. That the Purchaser/s shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or

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- carry out any change in the exterior elevation or design;
9. That the Purchaser/s shall not store in the Said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Building in which the Said Apartment is situated or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages, which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Said Apartment on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach;
  10. That the Purchaser/s shall also not remove any wall, including the outer and load bearing wall of the Said Apartment;
  11. That the Purchaser/s shall not demolish or cause to be demolished the Said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the unit or any part thereof, nor make any alteration in the elevation of the Building in which the Said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the unit without the prior written permission of the Vendor/Developer and/or the Association;
  12. That the Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the Building in which the Said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
  13. That the Purchaser/s shall not throw dirt, rubbish, rags, garbage

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or other refuse or permit the same to be thrown from the Said Apartment in the compound or any portion of the Said Property and the Building in which the Said Apartment is situated, other than in the area earmarked for the such purpose;

14. That the Purchaser/s shall pay to the Vendor/Developer, within 15 (fifteen) days of demand by the Vendor/Developer, his/her/their/its share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Said Apartment is situated;
15. That the Purchaser/s shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company;
16. That the Purchaser/s shall sign and execute such papers and documents and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Vendor/Developer and other co-Purchaser/s of the Project;
17. That the Purchaser/s shall carry out any repair or interior or any other works in the Said Apartment only between 10:00 a.m. to 5:00 p.m. so as not to cause any annoyance, nuisance and/or disturbance to the other co-Purchaser/s of the Project;
18. That the Purchaser/s shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Vendor/Developer or to the other co-Purchaser/s of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The

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- Purchaser/s shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Property and outside walls of the tower(s) save and except in the manner indicated by the Vendor/Developer or the Association, as the case may be;
19. That if the Purchaser/s let/s out or sell/s the Said Apartment, the Purchaser/s shall immediately notify the Vendor/Developer or the Association, as the case may be, of the tenant's/transferee's details, including address and telephone number;
  20. That the Purchaser/s shall not sub-divide the Said Apartment and/or any part or portion thereof;
  21. That the Purchaser/s shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;
  22. That the Purchaser/s shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Said Apartment;
  23. That the Purchaser/s shall not install grills, the design of which has not been suggested and/or approved by the Vendor/Developer or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
  24. That the Purchaser/s shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
  25. That the Purchaser/s shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;
  26. That the Purchaser/s shall not use the Said Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for

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any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any co-Purchaser/s of the Project;

27. That the Purchaser/s shall not use the Said Apartment for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
28. That the Purchaser/s shall not make or permit any disturbing noises in the Said Apartment by the Purchaser/s himself/herself/themselves/itself, his/her/their family, his/her/their/its invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other co-Purchaser/s of the Project;
29. That the Purchaser/s shall not keep in the parking space, if any, anything other than cars or two-wheeler or use the said parking space for any purpose other than parking of cars or two wheelers or raise any kutchha or pucca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
30. That the Purchaser/s shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Purchaser/s or any other place specifically demarcated for the parking of the vehicles of visitors of co-Purchaser/s of the Project;
31. That the Purchaser/s shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
32. That the Purchase/s shall not misuse or permit to be misused the water supply to the Said Apartment;

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33. That the Purchaser/s shall not change/alter/modify the name of the Building and the Project from that mentioned in this Deed of Conveyance;
34. That the Purchaser/s shall not use the name/mark of the Vendor/Developer in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Said Apartment and if the Purchaser/s does so, the Purchaser/s shall be liable to pay damages to the Vendor/Developer and shall further be liable for prosecution for use of such mark of the Vendor/Developer;
35. That the Purchaser/s shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment or parking space, if any, and the Common Areas;
36. That the Purchaser/s shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
37. That the Purchaser/s shall not install or keep or run any generator in the Said Apartment and the parking space, if any;
38. That the Purchaser/s shall not smoke in public places inside the Project which is strictly prohibited and the Purchaser/s and his/her/their/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
39. That the Purchaser/s shall not pluck flowers or stems from the gardens or plants;
40. That the Purchaser/s shall not throw or allow to be thrown litter on the grass planted within the Project;
41. That the Purchaser/s shall not trespass or allow to be trespassed over lawns and green plants within the Project;

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42. That the Purchaser/s shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
43. That the Purchaser/s shall not use the elevators in case of fire;
44. That the Purchaser/s agrees and acknowledges that the Vendor/Developer and the Association shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
45. That the Purchaser/s shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Vendor/Developer and/or the Association, as the case may be;
46. That the Purchaser/s shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
47. That the Purchaser/s shall remain fully responsible for any domestic help or drivers employed by the Purchaser/s and any pets kept by the Purchaser/s;
48. That the Purchaser/s shall not refuse or neglect to carry out any work directed to be executed in the Building or in the unit after he/she/they had taken possession thereof, by a competent authority, or hold the Vendor/Developer liable for execution of such works;
49. That the Purchaser/s is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Purchaser/s shall comply with and carry out, from time to time after the Purchaser/s has taken over the occupation and use the Said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Said



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Apartment at his/ her/its own cost; and

50. That the Purchaser/s shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.

### **THE SEVENTH SCHEDULE ABOVE REFERRED TO**

#### **COMMON EXPENSES**

The Purchaser/s shall be liable to pay the proportionate share of the under mentioned common expenses incurred for upkeep and maintenance of the Building and the Said Property and such apportionment shall be made by the Vendor/Developer and/or the Association in proportion to the area of each apartment:

1. All costs of maintenance, operations, repairs, replacements, services, and white washing, painting, rebuilding, reconstructing, decorating, redecorating of all common parts and areas, its fixtures, fittings, electrical wiring and equipment in under or upon the Building enjoyed or used in common by the occupiers of the Building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security men, electrician, maintenance staff, plumber, administration staff, accountants, clerks, bill collectors, gardeners, sweepers, liftman etc.
3. Payment of insurance premium for insuring the said Building and every part thereof against earthquake, damages, fire, lighting, mob violence, civil commotion etc. and also payment of renewal premium from time to time.

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4. Expenses for supplies of common utilities including electricity, water etc. payable to the concerned authorities and/or organization and also payment of all charges incidental thereto for utilization of such services in common parts, portions and areas of the Building and also the charges incurred due to loss of electricity while in transmission to each of the apartments in the Building.

Municipal rates and taxes for common parts, portions and areas and also for the Said Apartment until it is separately assessed and wholly upon the Said Apartment being separately assessed.

5. All operational and maintenance costs for maintaining the various plants and equipment like lifts, generator, water pump, transformer (if any).
6. All such other expenses and outgoings as are deemed by the Vendor/Developer and/or the Association to be necessary for or incidental to for replacement, renovation, painting or repairing of common parts and portions in particular and also for upkeep of the Building and the Said Property in general and also for rendition of the utility services.

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

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**SIGNED SEALED AND DELIVERED**

By the **OWNER** at Kolkata: .....

**SIGNED SEALED AND DELIVERED**

By the **VENDOR/DEVELOPER** at Kolkata: .....

**SIGNED SEALED AND DELIVERED**

By the **PURCHASER/S** at Kolkata: .....

**WITNESS/ES:**

**MEMO OF CONSIDERATION**



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DATED THIS THE ..... DAY OF ....., 201...

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**BETWEEN**

**CARD BOARD BOX MANUFACTURING COMPANY**

..... OWNER

**BELMONT DEVCON PRIVATE LIMITED**

.....VENDOR/DEVELOPER

**AND**

.....

...PURCHASER/S

**DEED OF CONVEYANCE**

**BELANIAYANA**

**PREMISES NO. 271, SODEPUR ROAD (EAST), WARD NO.**

**10, KOLKATA – 700 129**