

DEED OF CONVEYANCE

1. **Date:** _____, _____.

2. **Place:** Kolkata.

3. **Parties:**

3.1 **INSTITUTE OF INTERNATIONAL TRADE**, a registered Charitable Trust, having its registered office at 6, Waterloo Street, 5th Floor, Room No. 504, Kolkata – 700 069, Post Office – Esplanade, Police Station – Hare Street (**Income Tax PAN AAATI4516R**), represented through one of its Trustees, Mr. _____, son of _____, by faith _____, by nationality Indian, by occupation _____, residing at _____, Kolkata – 700 _____, Post Office – _____, Police Station – _____, having his **Income Tax PAN** _____, hereinafter referred to as “**OWNER/VENDOR**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its/their successors and/or assigns) of the **FIRST PART**

And

3.2 **MARTIN BURN LIMITED**, (CIN No. _____), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at ‘Martin Burn House’, 1, R. N. Mukherjee Road, Kolkata – 700 001, Post Office – G.P.O. Kolkata, Police Station – Hare Street, (**Income Tax PAN AABCM9913A**), represented by its authorized signatory, Mr. _____, son of _____, by faith _____, by nationality Indian, by occupation _____, residing at _____, Kolkata – 700 _____, Post Office – _____, Police Station – _____, having his **Income Tax PAN** _____ authorized vide board resolution dated _____, hereinafter referred to as “**DEVELOPER**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its/their successors and/or assigns) of the **SECOND PART**

And

3.3

[If the Buyer is an **INDIVIDUAL**]

_____, son of _____, by nationality _____, by faith _____, by occupation _____, residing at _____, PIN – _____, Post Office – _____, Police Station – _____, (**Income Tax PAN: _____**), hereinafter referred to as “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**

[Or]

[If the Buyer is a **COMPANY**]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, PIN - _____, Post Office – _____, Police Station – _____, (**Income Tax PAN _____**), represented by its authorized signatory, Mr. _____, son of _____, by faith _____, by nationality Indian, by occupation _____, residing at _____, PIN - _____, Post Office – _____, Police Station – _____, having his **Income Tax PAN _____**, authorized vide board resolution dated _____, hereinafter referred to as “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **THIRD PART**

[Or]

[If the Buyer is a **PARTNERSHIP FIRM**]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, PIN - _____, Post Office – _____, Police Station – _____, (**Income Tax PAN _____**), represented by its authorized partner, Mr. _____, son of _____, by faith _____, by nationality Indian, by occupation _____, residing at _____, PIN - _____, Post Office – _____, Police Station – _____, having his **Income Tax PAN _____**, authorized vide board resolution dated _____, hereinafter referred to as “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **THIRD PART**

[Or]

[If the Buyer is a **LIMITED LIABILITY PARTNERSHIP FIRM**]

_____, a limited liability partnership firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having registration No. _____ and having its registered office _____, PIN - _____, Post Office – _____, Police Station – _____, (**Income Tax PAN _____**), represented by its authorized partner, _____, Mr. _____, son of _____, by faith _____, by nationality Indian, by occupation _____, residing at _____, PIN - _____, Post Office – _____, Police Station – _____, having his **Income Tax PAN _____**, authorized vide board resolution dated _____, hereinafter referred to as “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being

of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **THIRD PART**

[Or]

[If the Buyer is a HUF]

_____ (HUF), a Hindu Undivided Joint Mitakshara Family, having its residence at _____, PIN - _____, Post Office - _____, Police Station - _____, (**Income Tax PAN** _____), represented by its Karta, Mr. _____, son of _____, by faith _____, by nationality Indian, by occupation _____, residing at _____, PIN - _____, Post Office - _____, Police Station - _____, having his **Income Tax PAN** _____, hereinafter referred to as "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the coparcener/s, member/s for the time being of the said HUF and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**

All parties to this Conveyance Deed i.e. **Owner/Vendor, Developer and Purchaser** are hereinafter collectively referred to as the "**Parties**" and sometimes individually referred to as "**Party**".

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

3A1.

Definitions:

- a) **Said Property:** shall mean and include **All That** piece or parcel of land containing an area of 471 Decimals, more or less, out of 563 Decimals as recorded in ROR as given below:

R. S. Dag No.	L. R. Dag No.	Classification	Total Area in Dag as recorded in ROR (in Decimals)	Subject matter of Area of Land (in Decimals)
1221	1224	Bastu Commercial	69	55
1222	1225	Doba	05	02
1602	1618	Bastu Commercial	200	200
1603	1619	Bastu Commercial	34	17
1604	1620	Bastu Commercial	11	11
1605	1621	Bastu Commercial	120	120
1622	1640	Bastu Commercial	31	14
1623	1641	Bastu Commercial	37	15
1624	1642	Bastu Commercial	11	11
1625	1643	Bastu Commercial	11	11
1626	1644	Bargadhar	34	15
Total:			563	471

The total land measuring in aggregate an area of 477 Decimals, more or less, appertaining to R. S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624, 1625 & 1626

corresponding to L. R. Dag Nos. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643 & 1644 comprised in R. S. Khatian Nos. 827, 946, 242/972, 975, 408, 242, 247, 867, 868 & 421 corresponding to L. R. Khatian Nos. 585 & 1767, under Mouza Kalikapur, J. L. No. 95, Police Station – Sonarpur, District – South 24 Parganas, West Bengal – 743 613, District Registration Office at Alipore, Additional District Registration Office at Sonarpur, **(Said Property)** morefully described in **Part - I** of the **1st Schedule** hereto.

It is further clarified as follows:

- (i) During the survey of the said land, it was found in the records of the B.L. & L.R.O. that 15 (fifteen) decimals of land in R.S. Dag No. 1626 corresponding to L.R. Dag No. 1644, out of the total land admeasuring about 471 decimals has been recorded as Bargadar and as such this area of the said land i.e. 15 decimals would not be used for the development and the Owner would hold that land exclusively for himself. Furthermore, the Owner would be granted access to this land area of 15 (fifteen) decimals in R.S. Dag No. 1626 corresponding to L.R. Dag No. 1644 from the area proposed for development i.e. 456 decimals (Four Hundred Fifty Six) decimals via a common passage as marked in Color “_____” in the plan “Annex – A” .
- (ii) During the survey of the said land, it was found in the records of the B.L. & L.R.O. that 2 (two) decimals of land in R.S. Dag No. 1222 corresponding to L.R. Dag No. 1225 out of the total land admeasuring 471 decimals has been recorded as Doba and as such this area of the said land i.e. 2 decimals would not be used for any commercial development.

4. Subject Matter of Conveyance

4.1 **Transfer of Said Flat/Unit And Appurtenances:** Terms and conditions for transfer of:

4.1.1 **Said Flat/Unit:** Self-contained **Flat/Unit No.** _____, having a **Carpet** area of _____ (_____) Square Feet together with Open/Covered Balcony area admeasuring _____ Square Feet and Open/Covered Private garden admeasuring _____ Square Feet which are appurtenant to net usable area of flat working out to a **Built-up** area of _____ and corresponding to **Super Built-up** area of _____, more or less, on the _____ **Floor** along with, described in **Part - I** of the **2nd Schedule** hereto (**Said Flat/Unit**), of the building named as **Block - __** of the Phase – I Complex named as “**JEEVANAM**” at the Said Property.

4.1.2 **Land Share:** Subject to the provisions of Clause 5.9.1 below, undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Flat (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the Super Built-up area of the Said Flat bears to the total Super Built-up area of the Said Building.

- 4.1.3 **Parking Space (if any):** The right to park _____ medium sized car in each open/covered (stilt) space in the ground level of the Property/ ground floor of the building, described in **Part - II** of the **2nd Schedule** hereto (**Parking Space**), if any.
- 4.1.4 **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 be attributable and appurtenant to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**).
- 4.1.5 **User Rights in Specified Facilities:** Conditional right, only of user and enjoyment (**User Rights**) on certain amenities and facilities such as arterial and internal roads, pathways, walkways, landscaped green areas, central drainage and sewage pipeline and connection with Municipality/*Panchayat*/PWD, domestic and fire water reservoirs, deep or shallow tubewell, rain water harvesting system (if any), sewage treatment plant (if any), 24 hour water supply arrangement, central water reservoirs/tanks of the Said Complex (if any), central water supply pipeline in the Said Complex, water pump/s and motor/s for central water supply arrangement, water filtration plant (if any), wiring, fittings and accessories for lighting of common areas of the Said Complex (except the Said Building), installation for receiving and distributing electricity from supply agency, power back up generators for common electrical installation, etc. (collectively **Specified Facilities**). It is clarified that **(1)** the Developer shall have absolute right to modify the Specified Facilities and **(2)** the Specified Facilities shall be available for use in common with other Co-owners of the Said Property.

Said Flat/Unit And Appurtenances: The subject matter of this Conveyance are 4.1.1, 4.1.2, 4.1.3, 4.1.4 and 4.1.5 above, which are collectively described in **Part III** of the **2nd Schedule** below (collectively **Said Flat/Unit And Appurtenances**).

5. Background

- 5.1 **Absolute Ownership:** The Owner/Vendor has represented to the Buyer/s that by virtue of the events and in the circumstances mentioned in **Part II** of the **1st Schedule** below (**Devolution of Title**), the Owner/vendor is the sole owner of the Said Property, free from all encumbrances whatsoever.
- 5.2 **Development Agreement:** For the purpose of developing and commercially exploiting the Said Property by construction of multistoried Residential cum Commercial Buildings thereon and selling various flats/spaces therein (collectively **Units**), the Owner/Vendor entrusted the work of development of the Said Property to the Developer, on the terms and conditions recorded in an Agreement dated 20th February, 2018 and duly registered with the office of the District Sub-Registrar – IV, South 24-Parganas in Book No. I, Volume No. 1604-2018, Page No. 45552 to 45610, Being No. 160401787 for the year 2018 (**Development Agreement**)

- 5.3 **Power of Attorney:** The Owner/Vendor executed a Power of Attorney dated 3rd July, 2018 duly registered with the office of the District Sub-Registrar – IV, South 24-Parganas in Book No. I, Volume No. 1604-2018, Page No. 127232 to 127262, Being No. 160404336 for the year 2018 in favour of the Developer for carrying out the said project of development and other purposes smoothly. In terms of the Development Agreement and the said Power of Attorney dated 3rd July, 2018, the Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose off the Units, parking spaces and other saleable spaces in the Said Building/the Said Property and to appropriate the entire consideration therefor.
- 5.4 **Sanctioned Plans:** The Developer has got a building plan sanctioned by the South 24 Parganas Zilla Parisad vide Building Permit No. _____ dated _____ for construction of the multistoried buildings including the Said Building (**Sanctioned Plans**, which include all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, if any, from time to time) for a land comprising of an area of _____, more or less, out of the said Property (**Phase – I Complex**), consisting of _____ Blocks numbered as Block '____' to Block '____' in the said Phase – I Complex.
- 5.5 **WBHIRA:** The Promoter has registered the project under the provision of the West Bengal Housing Industry Regulation Act 2017 (WBHIRA) at Kolkata on _____ under registration no. _____
- 5.6 **Commencement of Construction:** The Owner through Developer commenced construction of the Said Building and decided to sell Units comprised the Said Building in the said Phase.
- 5.7 **Scheme:** The Vendor formulated a scheme for sale of the Units and other spaces to prospective Purchaser/s (**Intending Purchaser/s**).
- 5.8 **Application and Allotment to Buyer/s:** The **Buyer/s**, upon full satisfaction of the Owner's title and the Developer's authority to sell, applied for allotment of the Said Flat/Unit And Appurtenances and by virtue of an Allotment Letter dated _____, the Vendor/Developer allotted the same to the Purchaser/s who in due course entered into an Agreement for Sale on _____ (**Said Agreement**) with the Owner and the Developer for purchase of the Said Flat/Unit And Appurtenances, on the terms and conditions contained therein.
- 5.9 **Construction of Said Building:** The Vendor has completed construction of the Said Building and obtained Completion Certificate No. _____ dated _____ from the competent authority.
- 5.10 **Conveyance to Purchaser/s:** In furtherance of the above, the Vendor is completing

the sale of the Said Flat/Unit And Appurtenances in favour of the Purchaser/s, by these presents, on the terms and conditions contained herein.

5.11 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Purchaser/s confirm that the Purchaser/s has/have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:

5.11.1 **Understanding of Scheme by Buyer/s:** The undertaking and covenant of the Buyer/s that the Buyer/s have understood and accepted the under mentioned scheme of development:

(a) **Development of Phase – I Complex and Phase – II Complex:** The Developer has formulated a scheme with the land owner to develop residential cum commercial complex on the said land (“**Project**”) and the said Land is earmarked for the purpose of building residential cum commercial project comprising multistoried apartment buildings in phased manner comprising of residential units like Residential Apartments and named it as “**Jeevanam**”. The Phase-I of the Project is developed on 269 Decimals of land (more specifically described in the **Part-II** of the **1st Schedule** below) and Phase-II on the remaining 185 Decimals of land (more specifically described in the **Part – III** of the **1st Schedule** below) and collectively referred to as the said “**Entire Project**”. The Scheme of development has been formulated including but not limited to the following:

- i) The Co-Owners of Units in any one phase will be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners of the Units and other spaces located in all the phases as defined herein.
- ii) It is presently envisaged that the Entire Project to be developed will consist of residential / commercial units. The Project is constructed phase-wise wherein each phase is treated as a distinct Project as per WBHRA.
- iii) The Owners and the Developer have further decided that the aggregate Ground Coverage/FAR sanctioned for the Entire Project need not be uniformly utilized in all the different projects / phases and the Developer may vary the utilization of the sanctioned Ground Coverage/ FAR from phase to phase without exceeding the total sanctioned Ground Coverage/ FAR for the Entire Project.
- iv) This Project will consist of several independent segments, viz (i) Residential Units (ii) Commercial Units, (iii) Club, which may be changed and varied as per the decision of Developer. The independent segments

are only indicative and may be modified and varied at the option of the Developer and in the manner prescribed in the Act without changing this phase/project as per the Agreement.

- v) All The Facilities and Amenities will be mutually shared by all the phases of the Entire Project and with the progression of development of the different phases the common facilities, amenities, roadways, internal pathways, infrastructure will be shared by each phase, both current and future, as part of a common integrated development. The Developer is creating enough services and infrastructure keeping in mind all the future phases all the common Facilities and Amenities may not be made available as soon as the initial phases are completed as some of the Facilities will be made available only upon completion of the Entire Project and further the Developer will have the right to shift the situation of a particular Facility from one phase to another for convenience without curtailing the facilities committed to the Purchaser and also giving the facilities in committed time . In the absence of local law only, each Phase/Project will have a separate Association of Apartment Owners and each Phase/Project will be under the mother/apex association. The mother/apex Association shall synergise all the individual Associations and the formation of the Mother/Apex Association will be progressive and concurrent with the completion of the Entire Project including Future Phases. Till such time the Mother/Apex Association takes over the entire administration, the Co-Owners who have taken possession in completed phases will be required to pay the Common Expenses pertaining to their own phase as well as the Common Area Maintenance expenses(CAM) and common services of all common amenities which is as and when made available for the benefit, use and enjoyment of the Co-Owners of all phases of the Entire Project towards maintenance of common pathways, basic infrastructure etc and in this regard the Purchaser is made aware that the said charges shall at all times be calculated on the basis of total expenses on amenities and common services divided by the area of all phases for which notice of possession has been issued by the builder (3 months before) and by reason thereof the initial CAM charges may be relatively higher which may progressively become less as more and more Co-Owners take up possession in subsequent phases. The Mother/Apex Association will ultimately take over the administration of all the facilities and other common purposes as several service connections/facilities will be mutually common to all the phases. It is further provided that till such time the Mother/Apex Association is formed, the Developer shall act as the Apex Association and on the formation of the Mother/Apex Association, the Developer shall withdraw itself from such role and hand over the responsibility to the new body. It is further provided that in case of completed phases/Incomplete Phases/ Future Extensions, the access rights and all other rights of easement etc shall be provided by the

Developer to the Co-Owners of all phases mutually through the completed pathways passing through the completed phases and progressing to the incomplete phases and further phases.

- vi) The Developer has also made out proposed lay-out plan showing future proposed development as disclosed by the Developer in his registration before WBHIRA Authority and further disclosed on the web-site as mandated by the Developer.
 - vii) The Developer will take up construction and development of other phases of construction of the other Blocks of the Project in due course as per the Said Plan and add to the Entire Project.
- (b) **Sanctioned Plans Independent Complex:** In pursuance of such intention, the Sanctioned Plan of the Phase – I Complex have been sanctioned by the South 24 Parganas Zilla Parishad.
- (c) **Extent of Rights:** The rights of the Buyer/s are limited to ownership of (1) the Said Flat (2) the Land Share (3) the right to park in the Parking Space, if any (4) the Share In Common Portions and (5) the User Rights in the Specified Facilities and the Buyer/s hereby accept the same and the Buyer/s shall not, under any circumstances, raise any claim of ownership contrary to the above including but not limited to claim of ownership on the Specified Facilities or any other component or constituent.
- (d) **Common Portions Subject to Change:** The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property and the Phase - II Project and the Buyer/s hereby accept the same and the Buyer/s shall not, under any circumstances, raise any objection or hindrance thereto.
- (e) **Only User Rights in Specified Facilities:** The Buyer/s shall only have User Rights in the Specified Facilities and the Buyer/s hereby accept the same and the Buyer/s shall not, under any circumstances, raise any claim of ownership on any component or constituent of the Specified Facilities.
- (f) **No Land Share in Specified Facilities:** The Specified Facilities which are located in the Said Property shall always be deemed to be excluded from the area of the Said Property and the Land Share being agreed to be transferred to the Buyer/s shall not under any circumstances extend to and include such part. The Buyer/s hereby accept the same and shall not, under any circumstances, raise any objection or hindrance in this regard.
- (g) **Location of Specified Facilities:** If any Specified Facilities are part of the Phase – II Complex, then and in such event such part of Phase - II Complex on which the Specified Facilities are located shall be deemed to be excluded from Phase – I

Complex of the Said Property.

- (h) **Understanding of Extent of Ownership by Purchaser/s:** The undertaking and covenant of the Purchaser/s that the Purchaser/s has/have understood and accepted the fact that the ownership rights of the Purchaser/s is/are limited and specified to the Said Flat/Unit, the Land Share and the Common Portions and the Purchaser/s hereby accept the same and the Purchaser/s shall not, under any circumstances, raise any claim of ownership on any other component or constituent.
- (i) **Satisfaction of Buyer/s:** The undertaking of the Buyer/s to the Owners and the Developer that the Buyer/s are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners, right and entitlement of the Developer in the Said Property, the Sanctioned Plans, all background papers, the right of the Owners and the Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer/s and the negative covenants mentioned above and/or the Said Agreement and/or elsewhere in this Conveyance and the Buyer/s hereby accept the same and shall not raise any objection with regard thereto.
- (j) **Rights Confined to Said Flat/Unit And Appurtenances:** The undertaking of the Buyer/s to the Owners and the Developer that the right, title and interest of the Buyer/s are confined only to the Said Flat/Unit And Appurtenances and the Developer is entitled to deal with and dispose off all other portions of the Said Property and the Said Building to third parties at the sole discretion of the Developer, which the Buyer/s hereby accept and to which the Buyer/s, under no circumstances, shall be entitled to raise any objection.
- (k) **Extension/Addition:** The undertaking of the Buyer/s to the Developer that notwithstanding anything contained in this Conveyance, the Buyer/s have no objection and shall under no circumstances have any objection to the Developer (1) integrating/adding (notionally or actually) the Other Phase to the Said Property/Said Complex and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the extent, area, layout and location of the Said Building/the Said Property/Said Complex including the Common Portions and the Specified Facilities (3) modifying the Sanctioned Plans, as may be necessary in this regard (4) granting to third parties all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions and (5) granting all User Rights over the Specified Facilities to the Other Phase Owners. It is clearly understood by the Buyer/s that the Buyer/s shall not have any right to erect any wall/boundary wall in the Said Property and/or the Said Complex and/or the Other Complex.

5.12 **Undertaking of Buyer/s:** The Buyer/s further undertake that in consideration of the Owner and the Developer conveying the Said Flat/Unit And Appurtenances to the

Buyer/s, the Buyer/s have accepted the above conditions and have granted and shall be deemed to have granted to the Owner, the Developer and the Other Owners and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions comprised in the Said Property/Said Complex, with right to connect the same to the Other Complex integrated/added to the Said Property/Said Complex.

6. Transfer

6.1 **Hereby Made:** The Owner and the Developer hereby sell, convey and transfer to and unto the Buyer/s, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat/Unit And Appurtenances described in **Part III** of the **2nd Schedule** below, being:

4.1.6 **Said Flat: Said Flat/Unit:** Self-contained Flat/Unit No. ____, having a **Carpet** area of ____ (_____) Square Feet together with Open/Covered Balcony area admeasuring _____ Square Feet and Open/Covered Private garden admeasuring _____ Square Feet which are appurtenant to net usable area of flat working out to a **Built-up** area of ____ and corresponding to **Super Built-up** area of ____, more or less, on the _____ **Floor** along with, described in **Part - I** of the **2nd Schedule** hereto (**Said Flat/Unit**), of the building named as **Block - __** of the Phase – I Complex named as "**JEEVANAM**" at the Said Property.

6.1.1 **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, comprised within the Said Property, as be attributable and appurtenant to the Said Flat, subject to the provisions of Clause 5.9.1 above.

6.1.2 **Parking Space:** The right to park ____ medium sized car in open/covered (stilt) space in the ground level of the Property/ ground floor of the building, described in **Part - II** of the **2nd Schedule** hereto (**Parking Space**).

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

6.1.4 **User Rights in Specified Facilities:** The User Rights in Specified Facilities, being the conditional right, only of user and enjoyment on the Specified Facilities. It is clarified that (1) the Developer shall have absolute right to modify the Specified Facilities and (2) the Specified Facilities shall be available for use in common with other owners of the Said Complex and also the Other Complex Owners in the said Property.

7. Consideration and Payment

7.1 **Consideration:** The aforesaid transfer of the Said Flat/Unit And Appurtenances is being made by the Owners and the Developer in consideration of a sum of Rs.____/-

(Rupees _____) paid by the Buyer/s to the Owners (through the Developer) and the Developer, receipt of which the Developer hereby and by the Receipt of Consideration below, admits and acknowledges.

8. Terms of Transfer

8.1 **Title, Sanctioned Plans and Construction:** The Buyer/s have examined or caused to be examined the following and the Buyer/s are 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 and authority of the Owners and the Developer in respect of the Said Property, the Said Building and the Said Flat/Unit And Appurtenances;
- (b) The Sanctioned Plans sanctioned by the South 24 Parganas Zilla Parisad;
- (c) The construction and completion of the Said Building, the Common Portions, the Said Flat, the Parking Space and the Specified Facilities including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **Measurement:** The Buyer/s have measured the area of the Said Flat and are satisfied regarding the same and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 **Salient Terms:** The transfer of the Said Flat/Unit And Appurtenances being effected by this Conveyance is:

8.3.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.3.2 **Absolute:** absolute, irreversible and in perpetuity.

8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.3.4 **Benefit of Common Portions:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **3rd Schedule** below, in common with the other co-owners of the Said Building, including the Owner and the Developer (if the Owners and/or the Developer retain any Unit in the Said Building).

8.3.5 **Benefit of Club:** subject to the Membership of the Buyer/s and other terms and conditions of this Conveyance, benefit of user and enjoyment of the Club defined in Clause 15.3 below, in common with the other co-owners of the Said Complex and the Other Complex Owners.

- 8.4 **Subject to:** The transfer of the Said Flat/Unit And Appurtenances being effected by this Conveyance is subject to:
- 8.4.1 **Payment of Rates & Taxes:** The Buyer/s regularly and punctually paying costs, expenses, deposits and charges for municipal/panchayat Tax, Land Revenue (*khazna*), surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Flat/Unit And Appurtenances.
- 8.4.2 **Payment of Extras:** the Purchaser/s paying the proportionate costs, expenses, deposits and charges for formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1975 and/or under the Co-operative Societies Act, 1983 (**Association**).
- 8.4.3 **Payment of Maintenance Charge:** the Buyer/s regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Portions and the Specified Facilities, indicatively described in the **4th Schedule** below (collectively **Common Expenses/Maintenance Charge**).
- 8.4.4 **Stipulations:** observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively **Stipulations**), described in the **5th Schedule** below.
- 8.4.5 **Observance of Covenants:** the Buyer/s observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **6th Schedule** below.
- 8.4.6 **Indemnification by Buyer/s:** indemnification by the Buyer/s about the Buyer/s faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer/s hereunder as well as under the Said Agreements. The Buyer/s agree to keep indemnified the Owner/Vendor 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 Owner and the Developer and/or their successors-in-interest by reason of any default of the Buyer/s.
- 9. Possession**
- 9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat/Unit And Appurtenances has been handed over by the Developer to the Buyer/s, which the Buyer/s admit, acknowledge and accept to their full satisfaction.
- 10. Outgoings**
- 10.1 **Payment of Outgoings:** All panchayat/municipal taxes on the Said Flat/Unit And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Flat/Unit And Appurtenances to the Buyer/s (**Date Of**

Possession), whether as yet demanded or not, shall be borne, paid and discharged by the Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Flat/Unit And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyer/s.

11. Holding Possession

11.1 **Buyer/s Entitled:** The Owner and the Developer hereby covenant that the Buyer/s shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat/Unit And Appurtenances and 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/s, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owner and the Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owner and the Developer.

12. Further Acts

12.1 **Owner and Developer to do:** The Owner and the Developer hereby covenant that the Owner 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/s and/or successors-in-interest of the Buyer/s, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer/s to the Said Flat/Unit And Appurtenances.

13. Further Construction: To develop and utilize the open space or spaces surrounding the building or otherwise at the said entire project land and the Developer shall have the full free unfettered and exclusive right to make at any time any new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Buyer/s in the land and/or in the common areas or facilities shall stand varied accordingly. All the Buyers shall be deemed to have given their consent to such construction by Developer.

14. Roof Rights: A demarcated portion of the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and the top roof of the Said Building as aforesaid.

15. General

15.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Flat/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.

15.1.A **Formation of Apartment Owners' Association:** An Apartment Owners Apex

Association (Holding Organisation) will be formed Upon completion of construction of the Entire Project as the Developer may deem fit and proper, the Developer shall call upon the Co-Owners to hold a General Meeting wherein the Co-Owners present at the meeting shall approve and adopt the bye-laws for formation of the Apex Association and the Holding Organisation, as prepared and provided by the Developer at such General Meeting , which shall be final and binding on all the Apartment Owners . When such Association will be formed, each Purchaser shall automatically become a member. Until such Association is formed the Developer shall be entitled to cause an Ad-hoc committee of the Apartment Owners to be formed and the initial members of the said Ad-hoc Committee shall be such of the Apartment Owners who may be nominated and/or selected by the Developer. The Purchaser grants all powers to the Developer and/or to its nominee for all matters related to and/or connected with the formation of the Apartment Owners Association. The Purchaser undertakes to join the Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Developer for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by majority of its members subject however to the terms herein contained. Each Phase/ Project out of the Entire Project will form its own Association. If the Purchaser sells and/or disposes of his Apartment, he will have to notify to the Developer/Association the name of the transferee and his address. Similarly the Transferee on his part shall after fulfilling the formalities as provided in the West Bengal Apartment Ownership Act notify the Developer/Association about his ownership or interest as the case may be of the Apartment in question.

- [i] The Developer shall take the following steps to enable formation of an Association of Co-Owners under section 11(4)(e) of the Act:-
- (a) with respect to a real estate project, the Developer shall submit an application to the Registrar for registration of the Association of Co-Owners as a society under the West Bengal Apartment Ownership Act 1972 (as applicable to the state of West Bengal), within three months from the date on which the occupation certificate in respect of such project is issued and a minimum of fifty one per cent of the total Co-Owners in such a project have taken possession and the Developer has received the full consideration from such Co-Owners. All the Co-Owners on payment of full consideration shall become members of such Association of Co-Owners formed by the Developer.
 - (b) Notwithstanding any other rule, after conveying the title to the Association of Co-Owners under Section 17, the Developer shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Co-Owners without any restriction or entry of the building and development of common areas. Provided further that, in such case, the

Developer shall be permitted the entry of premises of the Building and Common Areas to also discharge his obligations under provision of these presents.

- (c) The Developer shall at an appropriate time (within maximum period of 3 months from the Deemed Date of Possession of the Apartments of the Project notify the detailed scheme of formation of the Apartment Owners' Association to the Co-Owners so as to enable them to constitute/form such Owners Association. The Purchaser shall whenever required by the Developer provide specific Power of Attorney in favor of the Developer for taking steps for formation of the Apartment Owners' Association.
- (d) Since this is a large complex containing residential Apartments, where completion and handover of possession is phase-wise the property means land, building, common areas and facilities of the particular phase and such demarcation of land excluding the facilities and parts which are reserved by the Developer is clearly stated herein.
- (e) In case two or more adjacent contiguous Unit blocks/ Phases/Projects intend to form a single Association, property means the land , building, common areas and facilities of all such blocks/ Phases combined, sharing of common facilities or arrangement in any or all phases shall always deemed to be a Facility Sharing arrangement.
- (f) There will be one Mother Association comprising of all the phases/projects of the housing complex as envisaged by the Developer. Till such time the Apartment Owners Mother Association is formed and the Maintenance of all the Building Blocks/Phases are handed over to the respective Association, the Developer shall look after the Maintenance in place and stead of the Mother Association.
- (g) The Developer shall by itself or through its nominated agency maintain the Common areas and Facilities of the Project upto a maximum of 3 (three) months from the Deemed date of Possession of Apartments of the last phase of the Project. This period shall be the interim maintenance period.
- (h) On completion of the Construction in all respect, a notice would be given to the Association to take Handover within 90 days. If the handover is not taken by the Co-Owners within this period, the Developer will charge Supervision Charges @ Rs 0.50 P per sq. ft. per month or 15% of the CAM expenses as fees, whichever is less , from the Co-Owners from the expiry of 90 days till the period handover is taken by the Co-Owners /Association. If the Association does not take hand over of the common purposes even after 180 days from the date of Notice in such event the Developer shall no longer be liable or responsible inter alia for the Common purposes and any of the obligations pertaining to the same, which shall be deemed to stand vested in

the Association on and from such date but so long as the Developer continues to provide the services it will be entitled to the supervision charge of 15%.

- (i) Each Block/Phase shall elect a body of 3 members by way of election (hereinafter called 'the Maintenance Body').
 - (j) All the members of the different Maintenance Bodies shall elect a President, Secretary and Treasurer (herein called Office Bearers of Maintenance Body) by way of election.
 - (k) Maintenance and common purposes of the individual Phase/ Projects shall vest in the Association pertaining to that particular Phase and with regard to the Maintenance and Common Purposes of the Entire Project, the ultimate power, authority and control of the Maintenance shall vest absolutely with the Maintenance Body under the overall guidance and control of the Mother Association which will also be governed by a body of elected representatives.
 - (l) In all matters of taking decision or of forming and applying and relaxing the Rules and regulations, the decision of the Governing Body of the Association shall be final and binding on the respective Applicants/Co-Owners and also on the Maintenance Bodies.
 - (m) In no event the Co-Owners shall be entitled to make any other Association, Body or Organization save as stated above.
 - (n) The Co-Owners, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.
 - (o) The Builder shall not in any manner be responsible and liable for maintenance of the common areas and facilities of the Project after handing over its charge to the Mother/Apex Association.
- [ii] Without prejudice to the above, the Association may appoint a Maintenance-In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Project or any part or portion thereof and for taking the responsibility of:-
- (a) Controlling and/or remain in control of the common parts and portions of the Project or any part/s or portion/s thereof;
 - (b) Rendition of common services;
 - (c) To receive realize and collect the service charges;
 - (d) To remain responsible for such other functions as may be necessary;

[iii]The employees employed on the Project shall upon handing over of the Common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the complex e.g. watchmen, security staff, liftmen, accountant, clerks shall be decided and finalized by the Association and the Co-Owners shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same. Notwithstanding anything contained herein for the purpose of handing over to Association the Developer shall follow the local Act and as per the said law, Project handover will be done on receiving Completion Certificate of Entire Project and not on partial CC of Block/Phase.

15.2 **Maintenance:** So far as the operation, management and maintenance of the common portions of the said building is concerned, it is clarified that **(1)** until the formation of the Association and its taking charge of the acts relating to maintenance of common portions or until the expiry of _____, whichever be earlier, the Vendor or its nominee shall operate, manage and render specified day to day services with regard to the Common Portions and the purchaser/s undertake to regularly and punctually pay to the Vendor or its nominee the maintenance charges and common expenses **(2)** upon transfer of at least 50% of the units in the building to the co-owners or at the sole discretion of the Vendor or within _____, whichever is earlier, the Association shall be formed of the co-owners for operation, management and maintenance of the common portions and the co-owners shall be made the members thereof **(3)** the purchaser/s shall bear and pay the proportionate costs of the formation and the expenses of the Association and shall sign and execute all papers, documents and applications for the purpose of formation of the Association and also execute all deeds and declarations as may be deemed proper or necessary therefor including the declaration of membership and/or right and interest of the co-owners in the said Property including in the said building and/or common areas and installations as and when the occasion will arise **(4)** upon formation of the Association, the Vendor shall transfer to the Association all its maintenance rights responsibilities and obligations with regard to the operation, management and maintenance of the common portions whereupon only the Association shall be entitled thereto and obliged therefor, it being expressly agreed and clarified that in case the Association is not formed within _____ then all such rights responsibilities and obligations with regard to the maintenance shall be deemed as on such date to have been transferred by the Vendor to all the co-owners for the time being of the building without any further act on the part of the Vendor and whereupon only the Co-owners as the case may be shall be entitled thereto and obliged therefor. All references to the Vendor herein with regard to the common maintenance shall thenceforth be deemed to be reference to the Association or the co-owners as the case may be **(5)** at the time of handing over the charge to the Association or to the Co-owners as the case may be the Vendor shall also transfer the residue then remaining of the deposits made by the purchaser/s for the common

purposes after adjusting all amounts then remaining due and payable by the purchaser/s and the amounts thus transferred shall be held by the Association or the co-owners to the account of the co-owners respectively for the purpose thereof and the purchaser/s and the other co-owners and the Association shall remain liable to indemnify the Vendor for all liabilities claims and demands arising in course of the maintenance management upkeep and administration of the building by the Association and/or co-owners (including those on account of loss of life or property due to operation and maintenance of lift and/or other installations in the said Property). The Vendor will not be required to render any accounts to the Purchaser/s (6) furthermore, with effect from expiry of _____ or the formation of the Association and its taking charge of the acts relating to the operation, management and maintenance of the common portions whichever be earlier all the employees of the Vendor having appointment as on such date for such purposes such as watchmen, security men, caretaker etc. shall be employed and/or absorbed by the Association or the co-owners with continuity of service with effect from such date (7) the rules and regulations and/or bye laws of the said Association shall not be inconsistent with the rights and interests of the Vendor reserved and belonging hereunder or otherwise.

15.3 **Said Club:**

- 15.3.1 Developer has set up at its own cost a club (CLUB) at the Project which will be owned by Developer and to be known by such name as may be so decided by Developer. The building of the Club and the equipment etc. provided therein will be the property of Developer. The right of the user and enjoyment however, shall be restricted only to those persons who shall become the members of the Club without any voting rights. The membership of the club will be offered to the public but shall be by invitation only. The Co-Owners of the Units in 'Jeevanam' will be eligible to apply for the membership of the club. However acceptance of the any person/ Co-Owners of 'Jeevanam' as member of the club shall be solely at the discretion of Developer. If a Purchaser becomes a member, cancellation of membership is not permissible. Transfer of membership will however be allowed if he sells his Apartment to any other Transferee.
- 15.3.2 The club operation and management will be done by Developer or its representative or by any professional body as may be thought appropriate by Developer. This professional body could also be a division, associate or company of the Developer Group. If any Purchaser becomes a member of the Club and in the event any Purchaser leases or rents out his/her/its Apartment Unit, it will be mandatory of such Purchaser to notify the Club/ Maintenance In Charge of such leasing/renting. The Purchaser will thereafter be barred from using the Club / Common facilities till such time he/she/it is back in possession of the Apartment and its Lessee/Tenant will be entitled to utilize the Club / Common facilities as per rules. The Purchaser and the Lessee/Tenant both cannot be a member of the club simultaneously.
- 15.3.3 The membership of the Club shall be in the name of resident individuals. If the Purchaser/ any other person is a body corporate, it will be required to nominate the

occupier of the allotted Unit/user of the Club, who for all purposes, will be treated as the member of the club. The membership will entitle entry and usage of the club to the member. The member's spouse and dependant children below the age of 18 years shall also be included to use the club on such terms and conditions as may be deemed fit by Developer.

- 15.4 **Club Membership Charges:** The one-time Club Membership Charges shall be as follows:

	Per Membership opted	Payable
Admission Fee (non-refundable)	A. Rs. _____/- for 2BHK B. Rs. _____/- for 1BHK C. Rs. _____/- for 1BK	As per Schedule
Monthly subscription per membership	Total Yearly Expenses divided by No of members divide by 12	
Maximum Person * eligible for membership	1.1.1.1 <u>1BK – 2 pax</u> 1.1.1.2 <u>1BHK – 3 pax</u> 1.1.1.3 <u>2BHK – 5 pax</u>	

- 15.5 **User Charge:** Notwithstanding anything contained in the Said Conveyance, the Buyer/s understand and accept that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay-by-use basis, at the sole discretion of the Developer and (2) the rate, schedule of fees and charges etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Developer.

- 15.6 **Commencement of Operation of Said Club:** Notwithstanding anything contained in the Said Conveyance, the Developer reasonably expects that the Said Club shall be made operational after the entirety of the Said Complex is completed and made ready. The Buyer/s understand and accept that the Date of Possession of the Said Flat/Unit And Appurtenances has no connection and correlation with the Said Club becoming operational and the Buyer/s shall not raise any claim or objection in this regard.

16. Interpretation

- 16.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 16.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 16.3 **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.

- 16.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

**1st Schedule
Part-I
(Said Property)**

All That piece or parcel of land containing an area of 471 Decimals, more or less, out of 563 Decimals as recorded in ROR but total purchased land measuring in aggregate an area of 477 Decimals, more or less, appertaining to R. S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624, 1625 & 1626 corresponding to L. R. Dag Nos. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643 & 1644, comprised in R. S. Khatian Nos. 827, 946, 242/972, 975, 408, 242, 247, 867, 868 & 421 corresponding to L. R. Khatian Nos. 585 & 1767, under Mouza Kalikapur, J. L. No. 95, Police Station – Sonarpur, District – South 24 Parganas, West Bengal – 743 613, District Registration Office at Alipore, Additional District Registration Office at Sonarpur.

The Said Property is annexed herewith as ‘Annex-A’ and bordered in Color “ _____ ”

**Part-II
(Phase-I Land)**

All That piece or parcel of land containing an area of 269 Decimals, more or less, out of 471 Decimals, more or less, appertaining to R.S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624, 1625 & 1626 corresponding to L.R. Dag Nos. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642, 1643 & 1644, comprised in R.S. Khatian Nos. 827, 946, 242/972, 975, 408, 242, 247, 867, 868 & 421 corresponding to L.R. Khatian Nos. 585 & 1767, under Mouza Kailkapur, J.L. No. 95, Police Station – Sonarpur, District – South 24 Parganas, West Bengal – 743 613, District Registration Office at Alipore, Additional District Registration Office at Sonarpur

The Phase-I Land Plan is annexed herewith as ‘Annex-A’ and bordered in Color “ _____ ”

**Part-III
(Phase-II Land)**

All That piece or parcel of land containing an area of 185 Decimals, more or less, out of 471 Decimals, more or less, appertaining to R. S. Dag Nos. 1602, 1603, 1604, 1605, 1221, 1222, 1622, 1623, 1624 & 1625 corresponding to L. R. Dag Nos. 1618, 1619, 1620, 1621, 1224, 1225, 1640, 1641, 1642 & 1643 comprised in R. S. Khatian Nos. 827, 946, 242/972, 975, 408, 242, 247, 867, 868 & 421 corresponding to L. R. Khatian Nos. 585 & 1767, under Mouza Kalikapur, J. L. No. 95, Police Station – Sonarpur, District – South 24 Parganas, West Bengal – 743 613, District Registration Office at Alipore, Additional District Registration Office at Sonarpur

The Phase-II Land Plan is annexed herewith as 'Annex-A' and bordered in Color " _____ "

Part-IV
(Devolution of Title)

- A. Ownership derived by Institute Of International Trade:** Institute Of International Trade has derived the absolute Ownership of the said Property by way of following purchase:
- (i) By a Deed of Conveyance, dated 8th December, 2010 made between Peerless Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3094 to 3113, being No. 13483 for the year 2010, the said Peerless Developer Limited for the consideration mentioned therein sold transferred and conveyed All That undivided 1/7th share of land measuring about 60.42 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.
 - (ii) By a Deed of Conveyance, dated 8th December, 2010 made between the said Peerless Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3069 to 3093, being No. 13486 for the year 2010, the said Peerless Developer Limited for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 58.40 Decimals appertaining to and forming part of R. S. Dag Nos. 1221 & 1222 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.
 - (iii) By a Deed of Conveyance, dated 8th December, 2010 made between the said Peerless Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3029 to 3048, being No. 13494 for the year 2010, the said Peerless Developer Limited for the consideration mentioned therein sold transferred and conveyed All That undivided 1/7th share of land measuring about 56.77 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.
 - (iv) By a Deed of Conveyance, dated 8th December, 2010 made between the said Peerless

Developer Limited of 13A, Decres Lane, Kolkata - 700 073 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 32, Page 3009 to 3028, being No. 13503 for the year 2010, the said Peerless Developer Limited for the consideration mentioned therein sold transferred and conveyed All That undivided 1/7th share of land measuring about 60.42 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.

- (v) By a Deed of Conveyance, dated 26th July, 2011 made between one Shyamali Ghosh (nee Mukherjee), wife of Samir Ghosh of 42, Diamond Harbour Road, Kolkata - 700 040 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 20, Page 4312 to 4326, being No. 08653 for the year 2011, the said Shyamali Ghosh (nee Mukherjee) for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 58 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.
- (vi) By a Deed of Conveyance, dated 12th September, 2011 made between one Nirmalendu Chakraborty, son of Late Birendra Nath Chakraborty of 42B, R. K. Chatterjee Road, Kolkata - 700 042 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3813 to 3825, being No. 10396 for the year 2011, the said Nirmalendu Chakraborty for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 54.45 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1622, 1623, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.
- (vii) By a Deed of Conveyance, dated 12th September, 2011 made between one Kamala Prasad Chakraborty, son of Late Bhupendra Nath Chakraborty of Kalikapur as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3826 to 3838, being No. 10395 for the year 2011, the said Kamala Prasad Chakraborty for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 26 Decimals appertaining to and forming part of R. S. Dag Nos. 1626 & 1625 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free

from all encumbrances whatsoever.

- (viii) By a Deed of Conveyance, dated 12th September, 2011 made between one Dipika Ghosh, wife of Bimal Kumar Ghosh of 65A, Linton Street, Kolkata 700 014 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3839 to 3851, being No. 10394 for the year 2011, the said Dipika Ghosh for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 51.27 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.
- (ix) By a Deed of Conveyance, dated 12th September, 2011 made between one Milan Kumar Bhattacharjee, son of Late Murai Mohan Bhattacharjee of Batamore, Maheshtala, Kolkata – 700 141 as vendor and Institute Of International Trade as the purchaser and duly registered with the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 24, Page 3852 to 3865, being No. 10393 for the year 2011, the said Milan Kumar Bhattacharjee for the consideration mentioned therein sold transferred and conveyed All That piece and parcel of land measuring about 51.27 Decimals appertaining to and forming part of R. S. Dag Nos. 1602, 1605, 1604, 1624 & 1603 situate lying at Mouza Kalikapur, J. L. No. 95, Touzi No. 109, Pargana Madanmalla, Police Station – Sonarpur, District – South 24 Parganas unto and in favour of the said Institute Of International Trade, the Owner herein, absolutely and forever free from all encumbrances whatsoever.
- B. Ownership of Vendor, Institute Of International Trade:** by Virtue of the above said purchases, the Vendor i.e. the said Institute Of International Trade is absolutely fully seized and possessed of and/or otherwise well and sufficiently entitled to and has become absolute and sole owner of the said Property.
- C. Mutation:** The said Institute Of International Trade (Vendor herein), got its name mutated in the records of the Block Land and Land Reforms Office, Sonarpur, under L. R. Khatian No. 1767.
- D. Title of the Vendor:** In the abovementioned circumstances, the Vendor acquired freehold right, title and interest in respect of the said Property, free from all encumbrances.

2nd Schedule

Part I

(Said Flat)

All that the self-contained Flat/Unit being **No. _____**, (Tiles flooring), having a carpet area of _____ (_____) Square Feet, corresponding to built-up area of _____ and corresponding to Super Built-up area of _____, more or less, more or less, on the _____ **Floor** (as shown in the _____ **Floor** plan of **Block - _____** annexed hereto and duly bordered with colour "**Red**" thereon) of

the building being named as Block - _____, forming part of the independent and separately sanctioned Plan for Phase – I Complex which is a part of the project named _____ in the said Property, morefully described in **Part I** of the **1st Schedule** above.

Part II
(Parking Space)

All That the right to park _____ medium sized car in open/covered (stilt) space in the ground level of the Complex/ ground floor of the building named Block - _____ in the said Project namely _____.

Part III
(Said Flat/Unit And Appurtenances)
[Subject Matter of Sale]

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

The right to park in the Parking space, being the car parking space/s described in **Part - II** of the **2nd Schedule** above, if any.

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises described in **Part - I** of the **1st Schedule** above, as is attributable to the Said Flat/Unit.

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 attributable to the Said Flat/Unit.

And Also Together With the User Rights in Specified Facilities, being the facilities and amenities which may be provided by the Developer for common benefit and utilization of all or specified portions of the Said Property, subject to the terms and conditions contained in this Conveyance.

3rd Schedule

(COMMON PARTS, PORTIONS AND AMENITIES)

1. THE COMMON PORTIONS ARE AT 3 (THREE) LEVELS, WHICH ARE :

1.1 LEVEL-I: Those which are common to all the segments and are collectively called the "Service Zone" and includes the following:

(Applies to present phase and all the other phases both future and past)

- 1.1.1 Sewerage treatment Plant / Septic Tank.
- 1.1.2 Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities.
- 1.1.3 Electric Sub-Station.
- 1.1.4 Garbage Disposal area.

- 1.1.5 Roads, installations, and security arrangements not exclusive to any segment.
 - 1.1.6 Drains and sewers from the premises to the Municipal Duct / STP.
 - 1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
 - 1.1.8 Boundary walls of the premises including outer side of the walls of the building and main gates.
 - 1.1.9 Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
 - 1.1.10 Transformer electrical wiring meters and fittings and fixtures for lighting common areas.
 - 1.1.11 Management / Maintenance Office.
 - 1.1.12 Round the Clock Security arrangements with CCTV.
 - 1.1.13 Main entrance Gate.
 - 1.1.14 Fire Fighting Equipment and Extinguishers and Protection system.
 - 1.1.15 24Hrs water supply.
 - 1.1.16 Dedicated communication system for telephone.
 - 1.1.17 The water pump, the pump room, water reservoir, tube-well, and distribution pipes.
 - 1.1.18 Durwans Room.
 - 1.1.19 Cable TV System
- 1.2 LEVEL-2 :Those which are to remain common to all the Apartment Owners of the residential complex of all the phases, present and in future. All the Apartment Owner shall have proportionate share therein. These include the following:**
- 1.2.1 Landscaped Garden and Central lawn, water bodies and fountains if any.
 - 1.2.2 Children Play area.
 - 1.2.3 Separate area for elderly people.
 - 1.2.4 Walking Track.
 - 1.2.5 A.C. Community Hall for common use of all the occupants of the said Buildings.
 - 1.2.6 Space for functions/shows/puja etc.
 - 1.2.7 The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
 - 1.2.8 Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
 - 1.2.9 Visitors Car Parking.
 - 1.2.10 Badminton Court
 - 1.2.11 Entrance Main Gate
- 1.3 LEVEL-3 : Those which are to remain common to the Apartments in any particular Building Block. These include the following:**
- 1.3.1 Entrance with ground floor lobby only.
 - 1.3.2 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
 - 1.3.3 Elevators in Towers, their installation and rooms.

- 1.3.4 Earmarked area of Roof of respective tower demarcated for common use.
- 1.3.5 Overhead Water Tank.
- 1.3.6 Lifts and their accessories installations and spaces required therefore.
- 1.3.7 Servants/Drivers Toilet and shower room on the Ground Floor in some blocks.
- 1.3.8 Electrical Rooms.
- 1.3.9 FMC Room, if any.
- 1.3.10 Fire Fighting Equipment and Extinguishers and Protection system.
- 1.3.11 Voice/Data Cable risers.
- 1.3.12 Common area Doors.

RESIDENTIAL COMPLEX TO BE SEPARATE – To provide exclusivity to the Buyers, the residential complex is and will be separated from the other segments by proper hedges / fences or any visible demarcation. The plans for such separation will be finalized by the Developer by the time the possession of Units are delivered to the Buyers after completion of construction

- 2. Unless otherwise indicated herein and in addition to these mentioned in Levels 1, 2 and 3 the common portions like land, roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Buyers of all the segments and those that are inside the Residential Complex including its boundary walls and/or fences, water body etc. shall be deemed to be common Portion only of the residential complex and common to its Apartment Owners. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.

(LIMITED COMMON AREAS AND FACILITIES)

- 1. Lift machine rooms, the parapet walls,
- 2. Open terraces on any floors of the Block
- 3. The open/covered/stilt/mechanical Parking spaces of the Block
- 4. The elevation and the exterior of the Block
- 5. Storage areas
- 6. Gardens attached to an Apartment
- 7. Any Community or Commercial facility which is not meant for common use
- 8. Electric Room, Pump Room, Fire Pump Room, Lift Machine Room, STP / WTP Rooms or any other similar service / electromechanical rooms or area etc.
- 9. Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto.

4th Schedule (Common Expenses/Maintenance Charge)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Entire Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair, clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing, repairing or instating any drains and sewers, sewerage treatment plant forming part of the Project as well as the Entire Project.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Developer may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessees/ occupiers of any Apartment.

14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment of any individual lessee of any Apartment.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owner/Lessee/occupier of any Apartment.
18. Insurance of fire-fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.
21. The charges/ fees of any professional Company/ Agency appointed to carry out maintenance and supervision of the building complex.
22. Electric Supply System
23. Electric Generating Sets
24. Water supply lines, pumps, motors, filtration plants and its allied equipments, etc.
25. Decorative Water Fountains
26. Community Hall and its allied rooms and services.
27. Any or all other expense for maintenance, operation, upkeep, renewal, renovation,

safety, insurance and continuity of all assets in common area used for common Purpose.

28. The Developer reserves the right to alter the above scheme or any of the items mentioned in Clauses 1 – 27 above, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

**5th Schedule
(Stipulations)**

The Buyer/s and the other co-owners shall allow each other, the Owners, the Developer and the Association/the Apex Body, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Buyer/s shall also be entitled to the same:

- a. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions;
- b. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Cluster/Said Complex/Said Property including the other Units and the Common Portions;
- c. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Said Building/Said Cluster/Said Complex by other and/or others thereof;
- d. **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained;
- e. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Said Building/Said Cluster, including the Said Flat/Unit And Appurtenances or any other Unit for the purpose of repairing any of the Common Portions or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby;
- f. **Access to Common Roof:** Right of access to the Common Roof;
- g. **Right over Specified Facilities:** Right of use and enjoyment of the Specified Facilities.

In addition to the above the Developer shall be entitled the following Easements and other reserved rights as provided hereunder:

- (i) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits / trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.

- (ii) The right to establish such additional easements, reservations, exceptions and exclusions as the Developer, in its sole discretion deems necessary or appropriate.
- (iii) The right of non-exclusive easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until completion of the Housing Project.
- (iv) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, etc.
- (v) Until the sale and transfer of all the Apartments the Vendor shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Vendor to market the Apartments and also the right to place signs in and around the common areas for marketing without inconveniencing the other Apartment Owners.
- (vi) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies for the benefit of any part of the building.
- (vii) The right of the Developer/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Developer/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Purchaser will give immediate access if so required.
- (viii) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (ix) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Purchaser by noise, dust, vibration or otherwise, provided this does not affect the Purchaser's ability to use the demised unit.
- (x) The right and liberty at any time to alter, or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Developer may think fit and proper.

- (xi) The Developer shall have the right at all times to refuse access to any person or persons whose presence in the Project may in the judgment of the Developer be prejudicial to the safety, character, reputation and interest of the Project and its Occupiers.
- (xii) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter during the term be in through under or over the Premises and/or Apartment
- (xiii) To erect scaffolding for the purpose of repair, cleaning or painting any Building block notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (xiv) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (xv) The Developer shall retain for itself , its successors and assigns including all of the Apartment Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartments and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area until the completion of the Housing Project.
- (xvi) The Developer shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the roof and the identified wall surfaces within the lobby of the buildings.
- (xvii) Such other rights supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Apartment or necessary for the exclusive use or enjoyment thereof by the Apartment Owners/Lessees with each other subject however to the other conditions herein.
- (xviii) The Developer reserves the right to alter the above scheme or any of the items mentioned in Clauses 1 - 17above, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

6th Schedule (Covenants)

Note: *For the purpose of this Schedule, the expression Owners shall include the Association/the Apex Body, wherever the context permits or requires. The covenants given in this Schedule shall be in addition to the covenants, confirmations, assurances and undertakings given*

by the Buyer/s elsewhere in this Conveyance.

1. To co-operate with the other Apartment/Unit Owner and the Developer in the management and maintenance of the said New Buildings.
2. To observe the rules framed from time to time by the Developer and upon the formation of the Association by such Association. The covenants agreed herein to the Developer shall mean and include towards Association also, as and when applicable.
3. To use the said Apartment/Unit for residential purposes and not for other purposes whatsoever without the consent in writing of the Developer/Association.
4. To allow the Developer with or without workmen to enter into the said Apartment/Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Apartment/Unit Owner.
5. To pay charges for electricity in relation to the said Apartment/Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Developer for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Buyer shall not be entitled to use any of the facilities and utilities of the building.
6. Not to do anything or prevent the Developer from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Buyer's enjoyment of the said Apartment/Unit.
7. To maintain or remain responsible for the structural stability of the said Apartment/Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the said Apartment/ Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
8. Not to do or cause anything to be done in or around the said Apartment/ Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment/ Unit or adjacent to the said Apartment/Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
9. Not to damage demolish or cause to damage or demolish the said Apartment/ Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment/ Units in the building or which may cause damage to any other portion of the building in any manner.

10. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment/Unit which in the opinion of the Developer differs from the color Scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building.
11. Not affix or draw any wire, cable, pipe from, to or through any of the common portions or outside walls of the building block or other parts, without approval of the Developer/Association.
12. 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 building or cause increased premium to be payable in respect thereof if the building is insured.
13. Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
14. Not to use the said Apartment/Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
15. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be permitted.
16. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
17. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Developer/Association.
18. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment/Unit.
19. Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
20. To abide by such building rules and regulations as may be made applicable by the

Developer before the formation of the Association. The Developer shall cause an Adhoc Committee of the Apartment/Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Apartment/Unit Owner who may be nominated and/or selected by the Vendor. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.

21. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Developer and a decent nameplate outside the main gate of his Apartment/Unit.
22. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Developer and/or the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
23. Not to bring in any contractor or any labour or mason of his own so long as the said phase is not handed over by the Developer to the Association.
24. Watchman, driver, domestic servants or any other person employed by the Apartment/ Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas.
25. The Apartment/Unit Owner must submit photographs of their employee and Drivers with full particulars with the Maintenance body a copy of which will also be forwarded to the local Police Station. The Maintenance Body will issue identity cards to the staff and visitors who will carry the same for identification.
26. Visitor's cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
27. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
28. Any work men temporarily employed by any Apartment/Unit Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment/ Unit shall be carried out between 10 A.M. and 6 P.M. and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations. Subject to the aforesaid restrictions all such work has to be done with the consent of the Developer or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Developer or the Association of FMC as the case may be.
29. The Apartment/Unit Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products.

30. Smoking Zones will be provided within the residential/ industrial/ warehouse/ commercial complex where only smoking will be permitted and smoking will be prohibited at all other places.
31. All visitors to the respective Apartment/Units will be filtered at the entrance and permitted entry only on proper authorization from the Apartment/Unit Owner.
32. Not to install any additional grills the design of which have not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
33. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer nor shall anything be projected out of any window of the Building without similar approval.
34. On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 100 persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
35. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
36. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment/Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose PROVIDED HOWEVER such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
37. To carry out all interiors and/or decorations during the day time without creating any annoyance or disturbance to the other Owners and/or occupiers.
38. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers who may be employed by the Buyer and upon employing such domestic help to give relevant information of such domestic help to the local Police station.
39. To remain fully responsible for any pets which may be kept by the Apartment/Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Buyer shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Buyer shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge
40. Not to use or permit to be used the passenger lifts for the purpose of carting pets and

other domesticated animals including any furniture and fixtures.

41. To carry out proper pest control treatment in the said Apartment/ Unit at the cost of the Buyer.
42. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment/Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
43. Not to have nor create any place of worship in any common part or portion of the building or the Complex. However, the Buyers will be entitled to celebrate festivals such as Durga Puja etc. and for this purpose may set up temporary pandals at the single common earmarked place only and the Buyers under no circumstances shall be permitted to organize such activities at any other place within the complex.
44. It shall be the responsibility of the Buyer to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Buyer washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Buyer to clean up the entire space.
45. Not to use the Apartment/Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business.
46. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment/Unit nor to permit or suffered to be done into or upon the Apartment/ Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
47. Not to arrange any public function in any part of the property, except with the permission of the Developer/ Association as the case may be.
48. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
49. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
50. The Buyer shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two wheeler parking space by the Developer to any other person and/or persons as the Developer in their absolute discretion may deem fit and proper.
51. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living

animals of any nature whatsoever except fish either within the said Unit or the said building or complex including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said housing complex. The practice of sacrificing/slaughtering the animal during the festive period of Kali Puja /Durga Puja, Bakra Eid, Eid etc. shall not be done or permitted within the said Housing Complex and the Apartment/Unit Owners shall strictly abide by maintaining such rule/restriction. The Apartment/Unit Owners of all caste, creed and religion shall be bound to follow it.

52. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
53. Not to install any air conditioner, except in the approved places / method.
54. Not allow or use any cable, internet or other service providers save and except those service providers whom the Developer or the Association might have selected or engaged. The Developer may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Complex and for this purpose enter into contract with any eligible Service Provider and such contracts by the Developer with the Service Provider shall be honored for the term of the Agreements/contract.
55. Pay such further deposits as required by the Developer/FMC/Association time to time.
56. Only drills (and not manual hammers) can be used to drive nails / screws into the walls (which are made of AAC Block and not of Clay) of the Apartment/Unit. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Developer or the FMC or the Association as the case may be (in order to prevent the puncture or leakage of concealed water pipelines / electrical conduits or wires).
57. Gratings should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
58. The lobby should be kept clean at all times.
59. No games or sporting activities are allowed which may cause damage to the landscaped gardens and the common facilities of the Complex.
60. No tenant will be allowed to occupy any Apartment/Unit unless such tenant is introduced to the Developer or the Association or the FMC as the case may be so that he may be recognized as a bona fide occupant of the Apartment/Unit for security purposes.
61. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas. The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas.

62. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
63. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment/Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Developer or the Maintenance Body or the Association.
64. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
65. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair/ replacement plus compensation /service charges, if any.
66. Car parking stickers should be obtained from the Developer, Maintenance Body or the Association to track authorized vehicles.
67. The Developer or Maintenance Body or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
68. The Developer, Maintenance Body or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Buyer's fit-out and Maintenance process so as to ensure that:
 - (i) The fit-out works are carried out in accordance with the approved plans;
 - (ii) The Fit-Out works are in compliance with the guidelines as framed by the Developer/Maintenance Body/Association.
 - (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water , light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment/Unit, shall be undertaken at the expense of the Buyer .
 - (iv) The Buyer shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be effected due to any damage caused by such Buyer in respect of the common areas and facilities.
 - (v) All Apartment/Units, except those specifically meant for non- residential purpose shall be used for residential purpose only.
69. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment/Unit and further the Owner or occupier of any Apartment/Unit shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both

common and restricted, any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.

70. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
71. No Apartment/Unit Owner/Occupier shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in the Apartment/Unit if the same shall disturb or annoy other occupants of the building..
72. Each Owner shall keep such Apartment/Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
73. No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer.
74. No shades awnings, window guards, ventilators or air conditioning devises shall be used in or about the Building excepting such as shall have been approved by the Developer. Installation of Air-Conditioner units should only be made in pre-designated point. Split AC unit in the indoors should be used with Anchor fasteners with brackets.
75. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer nor shall anything be projected out of any window of the Building without similar approval.
76. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment/Unit-Owner/Lessee in whose Apartment/ Unit it shall have been caused.
77. No radio or television aerial, electrical and telephone installation, machines or air-conditioning units shall be attached to or hung from the exterior or the roof of the building.
78. If any electrical points are installed on shear wall/RCC Wall of the Apartment/Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC Wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.

79. Garbage from the Apartment/Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area.
80. No vehicle belonging to a Apartment/Unit Owner or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Buildings by another vehicle.
81. The Apartment/Unit Owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Apartment/Unit Owner shall be entitled to avail of the cable connection facilities provided to all.
82. After the Purchase the Apartment/Unit Owner shall get his Apartment/Unit mutated. In case of default by the Apartment/Unit Owner/Lessee, the Developer will be entitled to get the said Apartment/Unit mutated and apportioned in the name of the Apartment/Unit Owner subject to the Apartment/Unit Owner's bearing and paying all costs, charges and expenses including professional fees.
83. The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional programme or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
84. Ensure that the domestic help/service providers visiting the said Apartment/Unit use only the common toilets and while so using, keep the common toilets clean and dry.
85. Use the spittoons/dustbins located at various places in the Project.
86. Not install any collapsible gate outside the main door / entrance of the said Apartment/Unit.
87. Not to sub-divide the said Apartment/Unit and the Common Areas, under any circumstances.
88. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment/Unit, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
89. Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment/Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the said Apartment/Unit.

90. Not to install or keep or run any generator in the Said Apartment/Unit.
91. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Buyer or the family members, invitees, servants, agents or employees of the Buyer, the Buyer shall compensate for the same.
92. Not to overload the passenger lifts and not to move goods through lift but from the staircase of the Building.
93. Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment/Unit.
94. The balconies in the Apartment/Unit will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles in Walls of Balcony shall not be allowed.
95. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation of any kind takes place inside or in the vicinity of the Complex. The Buyer shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalize or bring into disrepute the Complex by affixing posters, hanging festoons or doing any other act.
96. To ensure that the Buyer complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under laws of Sanctioning Authorities, local laws, labour laws, environmental laws as are applicable for the use of the said Unit and Buyer's business.
97. The Buyer shall not make the Developer responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Developer shall however make all reasonable efforts to set right the same as soon as possible;
98. To pay to the Developer all costs, charges and expenses including costs and fees which may be incurred by the Developer in connection with or for common purpose or incidental to any services of the said Complex.
99. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Buyer shall be deemed to be the act, default or omission of the Buyer.
100. Not to install or use at the said unit any equipment which causes noise or vibration detectable outside the said unit or causes damage to the building or plant or conducting media.

101. Not to sub divide or partition the Said Unit in any manner whatsoever.
102. House rules may be added to, amended or repealed at any time by the Developer and after formation by the Association by the Holding Organization.
103. Not to do anything or prevent the Developer from making further or additional constructions on any day notwithstanding any temporary disturbance in the Purchaser's enjoyment of the Said Unit.
104. Not to raise any objection in the Developer's installing any telecom tower, Internet tower or erect a neon/glow sign, lighted/unlighted hoarding on the roof of any Building or Buildings without affecting the roof top over the Purchaser's Unit and the considerations for these rights will be received by the Developer.
105. To allow the co-Owners and occupants to enjoy the right of easement and/ or quasi easements at the Units provided for the purpose.
106. To co-operate with the other Co-Owners and the Developer/ Maintenance in charge in the management and maintenance of the said Project.
107. To observe the rules framed from time to time by the Developer/ Maintenance In charge.
108. To deposit the amounts reasonably required with the Maintenance In charge towards the liability for rates and taxes and other outgoings.
109. To bear and pay increase in local taxes, water charges, insurance, and such other levies, if any, which are imposed by the concerned Authority or Government and/or other public Authority on account of change of user of the Apartment by the Buyer for any purposes other than for purposes for which it was sold.
110. Not to sell any utility room or store room other than to a unit owner or a utility room owner of the building block where the utility room is situated. Save that with the prior permission of the builder or the Facility Management Company the same can sold to a utility room owner or unit owner of any other building block.
111. Not to assign / transfer / handover or permit usage of any car/ bike parking area to any outside other than to a unit owner of the building.
112. No birds or domestic animal shall be kept or harbored within the Apartment without abiding by the local competent authorities, association, bye laws and regulations and the pet shall not be left in the common area of the phase / building. In no event the pets shall be permitted in the elevator or in any of the common portion of the building unless accompanied

7th Schedule
(Fire Safety Rules)

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system.
3. Read the operating instructions on the body of the Fire Extinguishers provided on your floor.
4. Know the assembly area and the location of the fire-fighting equipments installed outside your Apartment in your building.
5. Dispose of unwanted items from your Apartment. These things may act as fuel to the fire.
6. Do not use Terylene, Nylon, Polyester cloth in the kitchen nor wear cifton/nylon sarees/dress and preferably use an apron while cooking.
7. Keep Corridors, walk ways or passage ways free of obstruction.
8. Instal Fire equipment at proper place inside your Apartment.
9. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
10. Must readily have the Fire Station and Police Station telephone nos.
11. Ultimate Roof Door should be kept open at all times.
12. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
13. Air-Conditioner systems is to be maintained properly to avoid fires.
14. Do not use Petrol, Diesel, Kerosene, Benzene, etc. for floor cleaning purpose.
15. To remember that the following are common causes of fire and to be careful to avoid them:
 - (i) Electric Sparks/Short Circuit/Loose Contact;
 - (ii) Overheating of electrical equipments;
 - (iii) Poor wiring system;
 - (iv) Smoking;
 - (v) Naked Flame;
 - (vi) Cigarettes, Matches; lighter;
 - (vii) LPG Cylinder Leakage.
16. To use ISI standard equipments and cables.
17. To immediately replace faulty electrical items.
18. Switch off electrical points when not in use.
19. Guard live electrical parts.
20. Switch off at the socket before removing plug.
21. Ensure that switch boards and enclosures of electrical components are kept clear of inflammable or combustible substances and liquids.
22. Ensure that electrical safety devices (MCB/ELCB/RCCB) are properly functioning.
23. Do not tamper with electrical equipment without adequate knowledge.
24. To check regulator of Gas Cylinder frequently and to change the Gasket every year.
25. To clean nozzle of the Oven regularly.
26. Kitchen Chimney should be cleaned every month.
27. To keep the LPG valve/regulator switched off when Gas/stove not in use.
28. Always store the LPG Cylinder in an upright position.

29. Check for gas leaks by applying soap solution on cylinder joints. The appearance of soap bubbles indicate leak points.
30. Never tamper with LPG cylinder.
31. Strike the match first and then open the burner knob of the stove.
32. Fix Safety cap on the valve when the cylinder is not on use.
33. Do not place cylinder inside a closed compartment.
34. Keep the Stove on a platform above the cylinder level.
35. Flame of Burner should not spread beyond the bottom of utensil while cooking.
36. In AC Kitchen Gas cylinder should be kept outside the kitchen.
37. Cylinder should not be installed near a heat source and should not be exposed to sun, rain, dust and heat.
38. Keep portable size Fire extinguisher for kitchen.
39. Gas leak detector may be installed in kitchen.
40. Buy Gas pipe of approved quality from authorized distributor only.
41. Keep windows open to ventilate the kitchen.
42. Fire Crackers must be handled under supervision.
43. Fire Crackers should be lit only at designated areas.
44. Any other Rules which may be prescribed by the Fire Dept. from time to time.

**8th Schedule
(Maintenance Rules)**

(These rules are for proper usage and maintenance. Applicable for services/facilities available in the Building/Phase or Project. Those which are not applicable may not ignored)

SL. NO.	MAINTENANCE AREA	ITEM NO.	RULES
1.	Security Services	i	Keeping a record of visitors entering the complex premises
		ii	Prevent any trespassing through the Project compound
		iii	Guarding the Project
		iv	Control Traffic and prevent jams within internal roads and pathways
		v	Switching On/Off common lights
		vi	The operation of water supply when needed
		vii	The operation of Generator set when needed
		viii	The operation of lifts in case of electricity failure
		ix	The operation of Fire Fighting equipment when needed
2.	Garden & Lawn	i	Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.
		ii	Wet lawn should not be mowed.
		iii	Trimming, de-weeding & pruning of plants and

			removal of fallen debris
		iv	Water down all fertilizers
		v.	Use Organic fertilizers;
		vi	Use of pesticides and herbicides to get rid of insects.
		vii	Minimise use of foot and vehicle traffic on growing grass.
		viii	Avoid planting trees near building to avoid roots from penetrating concrete and cause cracks.
		ix	Regular inspection of sprinkler heads as they should be free of dirt to ensure uninterrupted water supply.
3.	Community Hall	i	Decorative items should not be stuck on painted walls.
		ii	The member renting the Hall shall be responsible to arrange cleaning.
		iii	Cooking Food should be avoided inside the Community Hall and it shall be done in the associated kitchen only
		iv	Music should be within set decibel limits and as per law.
4.	Water Tanks	i	Should be cleaned at regular intervals by a trained agency.
		ii	The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
		iii	If WTP is installed then trained operator should look after the water parameters regularly and should ensure that AMC is done.
		iv	Trained plumber to check water supply pipe lines.
5.	If Municipal Water Provided	i	Ensure that taps are securely closed.
		ii	Replace the leaky faucets to save water wastage;
		iii	The Project may be provided with Solar water connection.
		iv	It is recommended to clean pipes at regular intervals.
6.	STP	i	Recommended that water from STP should be used only for WC flush usage and gardening.
		ii	Inspect the treatment plant regularly.
		iii	Prevent any harmful substance, wastes, anti-bacterial detergents and other hazardous objects from entering the Plant.
		iv	Timely checks of the water treated by STP are mandatory. There is a penalty for non-functioning STP and for discharging sewage water into the

			drainage system.
		v	Wash hands thoroughly after working with Sewage or anything contaminated with sewage.
		vi	Children, elderly and disabled people should not go near the air vents of the sewage treatment plant as it emits dangerous toxic gasses.
		v	Make arrangement for periodic disposal/ use as manure of compressed waste generated from the STP.
		vi	To abide by laws if any in this regard for operation and maintenance of the STP
7.	Septic Tank	i	Periodic cleaning of Septic Tank.
		ii	Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
		iii	Ensure that the manholes should always be kept in a closed position
		iv	Remove excess sludge periodically
8.	Borewell Water	i	Water filtration may be installed
		ii	Can be recharged by rain water
		iii	Regular testing of ground water should be done.
9.	Storm Water Drainage	i	The inlet may be covered properly with gratings or grids to prevent large objects, debris falling into it.
		ii	Should be occasionally cleaned to prevent blockages.
		iii	Children should be advised not to throw any objects into storm drainage
		iv	The outlet of the storm drainage should be covered with gratings.
9.	Garbage Collection	i	Dry and Wet garbage should be segregated as mandated by Sanctioning Authorities.
		ii	Garbage bags should be used for maintaining hygiene.
		iii	Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.
10.	Lift/Elevator	i	AMC to a reputed service provider /agency. It is always recommended to provide AMC to the original manufacturer of the Lift
		ii	The electrical connections, earthing, wiring, switches, plugs should be checked periodically.

		iii	Spitting or throwing garbage inside the elevator is strictly prohibited.
		iv	Safety instructions to be followed during emergency should be displayed inside the lift.
		v	Use panic button /intercom unit provided in the elevator in case of emergency.
		vi	All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
		vii	Children less than 10 years should not be permitted inside the elevator alone
		viii	Do not use elevator in case of fire and earthquake
		ix	Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
		x	Smoking, Drinking and eating should be prohibited within the elevator.
11.	Fire Fighting Equipment	i	AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System,
		ii	The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage
		iii	Refuge area should be vacant and not used for any other purpose
		iv	Regular mock fire drill exercises should be done
		v	Fire-fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.
		vi	In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
		vii	In case of fire, the evacuation procedure should be well defined
		xi	Assembly point in the Project compound should be clearly indicated.
13.	Green Building (if the Phase/ Project is certified by IGBC/ Griha or any other rating agency)	i	The Association Management Committee should update itself with all requirements of a Green Building and keep the records available
		ii	The services of a Green Building Consultant should be retained.
<u>UNIT INTERNAL MAINTENANCE RULES</u>			
14.	Installation of Air - Conditioner	i	Should be installed at pre-designated point.
		ii	Split AC unit in the indoors should be used with Anchor fasteners with brackets .

		iii	In case of leaking pipes to get the same repaired immediately.
		iv	All wires should be passed through ducts.
		v	Open wiring outside the walls is not allowed.
		vi	No core cutting should be done in beams or columns or slabs for ducting purposes.
		vii	Inverters must be mounted on a firm level surface.
15	Cooking Gas	i	Ensure proper ventilation and follow norms laid down by Gas agency.
		ii	Children should not operate any equipment.
		iii	Gas cylinder installation should be carried out by Gas supply agency.
		iv	Do not accept a gas cylinder with safety cap broken.
		v	The cylinder or the gas hose pipe should be placed away from heat source.
		vi	Turn the regulator to 'OFF' position when Gas not in use.
		vii	Periodically check the gas valve, hose pipe condition for any leak.
		viii	Change the gas pipe(rubber tube) every six months.
		ix	In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.
16.	CCTV of Individual Flats	i	Ensure that the Camera lens is clean;
		ii	Illegal filming of others using the camera is legally prohibited.
		iii	A notice that the premises is under CCTV surveillance should be displayed.
17.	Dish TV of Individual Flats/Units	i	The Antenna should be installed at the pre-designated point recommended by the Promoter
		ii	The wire should be passed through the wiring duct.
18.	Plumbing	i	Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
		ii	Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc. and do not drain them down the toilet.
		iii	Ensure that metals, wood, medicines, glue, plastic or any hard substances not pushed down the drain.

19.	Matters That Need Permission From Fire Safety Department	i	Changes in Pipeline Changes in gas pipe line Changes in Fire-fighting Equipment Changes in Smoke Detectors
20.	Matters that need permission from Governing Body of Project	i	Changes to entry to your house Renovation to be done
		ii	Pest treatment
		iii	Installing TV Antenna Putting grill in balcony Putting security door outside the entrance Installing temporary cover on roofs

17. Execution and Delivery

17.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

(Institute Of International Trade)
[OWNER]

(Martin Burn Limited)
[DEVELOPER]

(_____)
[PURCHASER]

Witnesses:

Signature _____

Name _____

Father's Name _____

Address _____

Signature _____

Name _____

Father's Name _____

Address _____

Drafted by

Advocate, High Court, Calcutta

RECEIPT AND MEMORANDUM OF CONSIDERATION

Received from the within named Purchaser/s the within mentioned sum of Rs. _____/-
(Rupees _____) **only** towards full and final payment of the
total consideration for the Said Flat/Unit and Appurtenances more fully and particularly
described in the 2nd Schedule written hereinabove in the following manner:

Mode	Date	Particulars	Amount (Rs.)
		Total:	----- _____ .00 -----

(Institute of International Trade)
[OWNER]

(Martin Burn Limited)
[DEVELOPER]

Witnesses:

Signature _____

Name _____

Signature _____

Name _____