

THIS DEED OF CONVEYANCE made on this-----day of -----
--Two Thousand-----**BETWEEN SWASTIK PROJECTS
PRIVATE LIMITED**, a Company incorporated under the Provisions of the
Companies Act, 1956 and having its Registered Office at 12, Shakespeare
Sarani, Police Station-Shakespeare Sarani, Post Office-Middleton Row,
Kolkata-700 071 (having CIN: U70101WB1985PTC038535 and PAN:
AADCS7205D), represented by its Director Sri Kiran Chand Lunawat son
of Late P.C. Lunawat and having place of business at 12, Shakespeare
Sarani, Police Station-Shakespeare Sarani, Post Office-Middleton Street,



Kolkata-700 071 (having PAN: ABBPL2378Q and DIN: 00932845), hereinafter referred to as "the VENDOR" (which expression shall unless excluded by the subject or repugnant to the context shall be deemed to mean and include its successors or successors-in-interest and/or the assigns) of the FIRST PART AND -----
 -----(having PAN: -----) hereinafter referred to as "the PURCHASER", which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/their respective legal heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART;**

SECTION-I # DEFINITIONS AND INTERPRETATIONS:

- I. Unless, in these presents, there be something contrary or repugnant to the subject or context:
- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017) as amended and/or substituted;
- (b) "**Allottee/Purchaser**" shall mean one or more Purchaser named above and include:
- (i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
- (ii) in case of a Hindu Undivided Family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
- (iii) in case of a partnership firm, its partners for the time being, their respective heirs, executors, administrators, legal representatives or successors as the case may be and/or permitted assigns;



- (iv) in case of a Company, its successors or successors-in-interest and/or permitted assigns;
 - (v) in cases not falling within any of the above categories, the constituent of the Allottee as its nature and character permits and its/their respective successors and/or permitted assigns.
- (c) **“Apartments”** shall mean the residential flats in the Building capable of being exclusively held used or occupied by a person;
- (d) **“Apartment Acquirers/Purchasers”** shall mean the Allottees/Purchasers who from time to time have purchased any Apartment or have agreed to purchase any Unit and taken possession thereof including the Promoter for those Units not alienated or agreed to be alienated by it;
- (e) **“Applicable Law”** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any government and/or statutory authority in India, whether in effect on the date of this Agreement or hereafter;
- (f) **“Association”** means -----, a Company incorporated under the Provisions of Section 8 of the Companies Act, 2013 for the Common Purposes;
- (g) **“Building”** means the building being constructed by the Promoter/Vendor at the said Premises to contain ground floor and ten upper floors for the time being and wherever the context so permits or intends shall also include the Parking Spaces thereat;
- (h) **“Building Plan”** means the plan sanctioned by the Kolkata Municipal Corporation for construction of ground plus ten storeyed residential building at the said Premises vide



Building Permit No.2014080084 dated 15.12.2014 and revised on----- and also include any other revised building plan and all sanctionable modifications thereof and/or alterations thereto as have been or may be necessary and/or required from time to time as per the recommendation of the Architect subject to compliance of the Act;

- (i) **"Built up Area"** of the Flat means aggregate of carpet area of the Flat, areas of exclusive balcony therein, servant room's covered area in the First Floor and areas covered by external walls of the Flat.
- (j) **"Carpet Area"** means the net usable area of the flat excluding the area covered by the external walls, areas under the service shafts, exclusive balcony and exclusive terrace, if any, but includes the area of internal partition walls of the flat.
- (k) **"Common Areas and Facilities"** include the common areas and facilities comprised in and for the Project as specified in the **Fourth Schedule** hereunder written for common use and enjoyment of the Apartment Acquirers;
- (l) **"Common Expenses"** shall mean and include all expenses for the Common Purposes including those mentioned in the **Fifth Schedule** hereunder written;
- (m) **"Common Purposes"** shall mean and include (a) maintenance and administration of the Project and in particular the Common Areas and Facilities, (b) rendition of common services in common to the Apartment Acquirers, (c) collection and disbursement of Common Expenses and (d) dealing with matters of common interest of the Apartment Acquirers and their mutual rights and obligations;
- (n) **"GST"** shall mean Goods and Services Tax payable by the Allottee/Purchaser on the transaction envisaged herein at the



rates prescribed under the Central Goods and Services Tax Act, 2017 and the State Goods and Service Tax Act, 2017 and other Applicable Laws from time to time;

- (o) **"Project"** shall mean the said Premises with Building thereon and include the Common Areas and Facilities thereof;
- (p) **"Promoter/Vendor"** shall mean Swastik Projects Private Limited.
- (q) **"Maintenance In-charge"** shall mean the Association named -----to look after the maintenance and administration of the Project and pending looking after the maintenance and administration of the project by such Association, the Vendor or such agency as may be entrusted to maintain and administer the project in the interregnum;
- (r) **"Parking Spaces"** shall mean the open and covered spaces at the ground level of the said Premises expressed or intended by the Promoter/Vendor to be used for parking of motor cars;
- (s) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017 as amended and/or substituted;
- (t) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017 as amended and/or substituted;
- (u) **"Said Premises"** shall mean premises No. 75 Pandit Madan Mohan Malaviya Sarani (formerly known as Chakraberia Road (North)), Police Station - Ballygunge, Kolkata - 700020 fully described in the **First Schedule** hereunder written;
- (v) **"Section"** means a section of the Act.
- (w) **"Super Built Up Area"** of the flat or apartment means built up area of the apartment and the proportionate share of the area of the Building's Common Areas as stated in the Fourth Schedule hereunder written.



- (x) "**Unit**" shall mean the Flat No: in the Floor of the Building morefully described in the **Second Schedule** hereunder written and include the right of parking motor car(s) in the earmarked space measuring about 135 square feet at the Parking Space in the Ground Floor of the Building as specifically mentioned in such **Second Schedule** hereunder written;
- (y) The Promoter/Vendor and the Allottee/Purchaser shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

SECTION-II # RECITALS:

A. a. Facts about devolution of title to Erstwhile premises No. 75 Pandit Madan Mohan Malaviya Sarani, Kolkata {formerly 75, Chakraberia Road (North), Kolkata} measuring 10 Cottahs 07 Chittacks and 12 Square feet more or less in favour of the Vendor:

1. At all material times, one Soumendra Kumar Neogi was the absolute owner of the said erstwhile premises No. 75, Chakraberia Road (North), Kolkata measuring 10 Cottahs 07 Chittacks 43 Square feet more or less.
2. The abovenamed Soumendra Kumar Neogi, by a Deed of Gift dated 4th September 1982 and registered with the Additional District Sub-Registrar, Alipore in Book No. I, Volume No. 71, Pages 97 to 104, Being No. 7845 for the year 1982, out of his natural love and affection, granted conveyed and transferred by way of gift, the said erstwhile premises No. 75, Chakraberia Road (North), Kolkata measuring 10 Cottahs 07 Chittacks 43 Square feet more or less to



his two unmarried daughters namely Gopa Neogi and Shampa Neogi and three unmarried nieces namely, Rupa Neogi, Rinki Neogi and Pinki Neogi in equal undivided one-fifth share therein absolutely and forever.

3. By a Deed of Conveyance dated 2nd December 2004 and registered with the District Sub Registrar-III, Alipore in Book No. I, Volume No. 10, Pages No. 3427 to 3449, Being No. 4516 for the year 2005, the abovenamed Gopa Neogi (being then married and known as Gopa Ghosh), Shampa Neogi (being then married and known as Shampa Ghosh), Rupa Neogi (being then married and known as Rupa Dutta), Rinki Neogi (being then married and known as Rinki Dey) and Pinki Neogi (being then married and known as Pinki Chowdhury), for the consideration therein mentioned, granted sold conveyed and transferred the said erstwhile premises No. 75, Chakraberia Road (North) (then known and called as 75 Pandit Madan Mohan Malaviya Sarani), Kolkata measuring 10 Cottahs 07 Chittacks 43 Square feet more or less to the Vendor hereto Swastik Projects Private Limited absolutely and forever.
4. Pursuant to Section 405 of the K.M.C. Act, 1980, the Vendor - Swastik Projects Private Limited, by an Indenture dated 1st October 2005 gifted splayed portion of 75, Pandit Madan Mohan Malaviya Sarani, Kolkata-700 020 measuring 2.88 Square Meters or 31 Square Feet and registered the same with the Additional Registrar of Assurances-I, Kolkata in Book I, Volume No. 1, Pages 1 to 20, Being No. 09088 for the year 2005.
5. In the premises, the Vendor hereto Swastik Projects Pvt. Ltd. has become the owner of the said erstwhile premises No. 75, Pandit Madan Mohan Malaviya Sarani, (formerly 75, Chakraberia Road



(North)), Kolkata measuring 10 Cottahs 07 Chittacks 12 Square feet more or less and its name is duly mutated in the records of the Kolkata Municipal Corporation.

b. Facts about devolution of title to the Divided Demarcated Eastern Part of Erstwhile premises No. 75/1 Pandit Madan Mohan Malaviya Sarani, Kolkata (formerly 75/1, Chakraberia Road (North), Kolkata) measuring 06 Cottahs 05 Chittacks and 24 Square feet more or less in favour of the Vendor hereto:

1. At all material times, United Church of Northern India was the absolute owner of the entire Erstwhile premises No. 75/1, Chakraberia Road (North), Kolkata found to contain upon actual survey and measurement an area of 12 Cottahs 05 Chittacks 24 Square feet more or less, but documents of title said to contain an area of 13 Cottahs 02 Chittacks more or less.
2. By a Deed of Conveyance dated 14th September 1994 and registered with the Additional District Sub Registrar, Alipore in Book No. I Volume No. 47, Pages 283 to 298 Being No. 2049 for the year 1994, United Church of Northern India, for the consideration therein mentioned, granted sold conveyed and transferred a Divided Demarcated Eastern Part of Erstwhile Premises No.75/1, Chakraberia Road (North), Kolkata 700020 containing an area of 06 Cottahs 05 Chittacks 24 Square feet more or less in favour of Sharma Construction and Investment Private Limited absolutely and forever.
3. By five several Deeds of Conveyance all dated 6th January 1999 and all registered with the Additional Registrar of Assurances-I,



Calcutta, the said Sharma Construction and Investment Private Limited, for the consideration therein mentioned respectively, granted sold conveyed and transferred undivided one-fifth part or share of and in the said Divided Demarcated Eastern Part of Erstwhile Premises No.75/1, Chakraberia Road (North), Kolkata 700020 containing an area of 06 Cottahs 05 Chittacks 24 Square feet more or less to each Bharat K. Shah, Bhavna B. Shah, Bhupendra K. Shah, Sumankanta Shah and Nita Shah individually and severally, absolutely and forever, particulars of such five Deeds of Conveyance are mentioned below:

- (i) Deed of Conveyance dated 6th January 1999 registered in Book I Volume 126 Pages 316 to 331 Being No. 4701 for the year 1999 conveying one-fifth undivided share therein in favour of Bharat K. Shah;
- (ii) Deed of Conveyance dated 6th January 1999 registered in Book I Volume 126 Pages 300 to 315 Being No. 4700 for the year 1999 conveying one-fifth undivided share therein in favour of Bhavna B. Shah;
- (iii) Deed of Conveyance dated 6th January 1999 registered in Book I Volume 126 Pages 363 to 371 Being No. 4704 for the year 1999 conveying one-fifth undivided share therein in favour of Bhupendra K. Shah.
- (iv) Deed of Conveyance dated 6th January 1999 registered in Book I Volume 126 Pages 347 to 362 Being No. 4703 for the year 1999 conveying one-fifth undivided share therein in favour of Sumankanta Shah;



- (v) Deed of Conveyance dated 6th January 1999 registered in Book I Volume 126 Pages 332 to 346 Being No. 4702 for the year 1999 conveying one-fifth undivided share therein in favour of Nita Shah; and
4. By a Deed of Conveyance on 7th May 2008 and registered with the Additional Registrar of Assurances-I, Kolkata in Book I, CD Volume 23, Pages from 7805 to 7824 Being No. 10925 for the year 2011, the said Bharat K. Shah, Bhavna B. Shah, Bhupendra Shah, Sumankanta Shah and Nita Shah jointly granted sold conveyed and transferred the said Divided Demarcated Eastern Part of Erstwhile Premises No.75/1 Pandit Madan Mohan Malviya Sarani, Kolkata (formerly premises No.75/1, Chakraberia Road (North), Kolkata) containing an area of 06 Cottahs 05 Chittacks 24 Square feet more or less to the Vendor hereto Swastik Projects Private Limited absolutely and forever.
5. In the premises, the Vendor hereto has become the owner of the Divided Demarcated Eastern Part of the said Erstwhile Premises No. 75/1, Pandit Madan Mohan Malviya Sarani, Kolkata (formerly Chakraberia Road (North), Kolkata) measuring 06 Cottahs 05 Chittacks 24 Square feet more or less.

c. Amalgamation of Premises No. 75/1/A Pandit Madan Mohan Malviya Sarani, Kolkata with the Erstwhile Premises No.75, Pandit Madan Mohan Malviya Sarani, Kolkata:

1. Out of the said 06 Cottahs 05 Chittacks 24 Square feet landed property contained in the said Divided Demarcated Eastern Part of the said Erstwhile Premises No. 75/1, Pandit Madan Mohan Malviya



Sarani, Kolkata, landed property measuring 05 Cottahs 15 Chittacks and 13 Square feet more or less was separately reassessed and renumbered by the Kolkata Municipal Corporation as premises No. 75/1/A, Pandit Madan Mohan Malviya Sarani, Kolkata and the name of the Vendor hereto Swastik Projects Pvt. Ltd. was mutated as owner in respect thereof in the records of the Kolkata Municipal Corporation.

2. At the requisition of the Vendor hereto, the said Premises No.75/1/A Pandit Madan Mohan Malviya Sarani, Kolkata measuring 05 Cottahs 15 Chittacks 13 Square feet more or less has been amalgamated and merged with the Erstwhile Premises No. 75, Pandit Madan Mohan Malviya Sarani, Kolkata measuring 10 Cottahs 07 Chittacks 12 Square feet more or less vide Municipal Commissioner Order dated 9th December 2013 and communicated to the Vendor hereto Swastik Projects Private Limited vide Kolkata Municipal Corporation letter No. A/XXV A/069/414 dated 8th May 2014. Upon such amalgamation, the amalgamated premises continued to be numbered as premises No.75, Pandit Madan Mohan Malviya Sarani, Kolkata containing in aggregate an area of 16 Cottahs 06 Chittacks and 25 Square Feet more or less.

- B. **WHEREAS** the Vendor had commenced construction of a ground plus ten storied residential building at the said premises in accordance the Building Plans sanctioned by the Kolkata Municipal Corporation vide Sanction No: 2014080084 dated 15.12.2014 and -
- .

- C. **AND WHEREAS** the Purchaser being desirous of acquiring and owning absolutely ALL THAT the said Unit morefully and particularly mentioned and described in the Second Schedule



hereunder written approached the Vendor and the Vendor has agreed to sell the said Unit and the Vendor also agreed to the Purchaser to grant convey and transfer to the Purchaser hereto its right, title and interest into and upon the said Unit absolutely and proportionate undivided share into and upon the Common Areas to the Purchaser hereto at and for a consideration of Rs.-----
 --(Rupees-----only) vide the Agreement for Sale entered and executed on-----.

D. AND WHEREAS upon completion of construction of the Building at the said Premises, the Kolkata Municipal Corporation has issued the Completion Certificate on-----.

E. AND WHEREAS in pursuance of the said Agreement, the Vendor is hereby granting, conveying and transferring its right, title and interest upon the said Unit and the proportionate undivided share in the Common Areas in the manner hereunder stated.

SECTION-3 # WITNESSETH:

1. NOW THIS INDENTURE WITNESSETH:

- 1.1 That in the premises aforesaid and in the consideration of the sum of Rs.----- (Rupees-----
 -----only) by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof, the Vendor doth hereby acquit release and forever discharge the Purchaser and its interest upon the said Unit and the proportionate undivided share in the Common Areas,) the Vendor hereby grant convey transfer



assign and assure unto and to the Purchaser ALL THAT the said Unit, being the Flat No:----- on the-----Floor along with a servant room having aggregate carpet area, built up area and super built up area of -----square feet -----square feet and -----square feet respectively along with covered parking space measuring about 135 square feet in the parking lot of the ground floor of the building at the said premises morefully and particularly mentioned and described in the **Second Schedule** hereunder written **Together With** the right to use Building's Common Areas in common with the other Unit Holders and the Vendor in respect of the Units not alienated **And** all the estate right title interest property claim and demand whatsoever of the Vendor into or upon the said Unit. **To Have and To Hold** the said Unit unto and to the use of the Purchaser absolutely and forever **But Subject Nevertheless To** the Purchaser's covenants and agreements hereunder contained and on the part of the Purchaser to be observed, fulfilled and performed (including the restrictions, conditions, covenants and obligations set forth in the **Third Schedule** hereunder written).

- 1.2 The possession of the said Unit has been handed over to the Purchaser on-----/shall be handed over simultaneously with the execution and registration of this Deed of Conveyance.

2. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER

as follows:

- a. The interest which the Owner do hereby profess to transfer subsists and the Vendor has good right, full power and absolute authority



to grant, convey, transfer, assign and assure unto and to the use of the Purchaser the said Unit in the manner aforesaid.

- b.** It shall be lawful for the Purchaser from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions contained herein, to hold, use and enjoy the said Unit and to receive the rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons claiming through under or in trust for them or any of them And freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever.
- c.** The Vendor shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make, do acknowledge, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further, better and more perfectly assuring the said Unit unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- d.** The Vendor, unless prevented by fire or some other irresistible force, shall upon reasonable requests and at the costs of the Purchaser produce the to the Purchaser or to his attorneys or agents for inspection the title deeds in connection with the said Premises in its custody and also at the like requests and costs of the Purchaser deliver to the Purchaser attested or photostat copies therefrom as the Purchase may require and will in the meantime, unless prevented as aforesaid, keep the same safe, unobliterated and uncanceled.



- e. In case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of the Vendor as per the aforesaid Agreement for Sale relating to the new Building is brought to the notice of the Vendor within a period of five years by the Purchaser from the date of handing over the possession, the Vendor shall rectify such defect without further charge, within thirty days, and in the event of the Vendor's failure to rectify such defects within the said time, the Purchaser shall be entitled to receive the compensation from the Vendor. The compensation will be computed in the manner as provided under the Act.

3. THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR
as follows:

- 3.1. The Purchaser shall not cause any objection, obstruction, interference or interruption at any time hereafter nor be entitled to do anything whereby the sale of other Units in the Building is in anyway interrupted or hindered or impeded with in any manner.
- 3.2. As a matter of necessity, the ownership and enjoyment of the said Unit by the Purchaser shall be consistent with the rights and interests of all other Unitholders of the Building at the said Premises and in using and enjoying the said Unit and the Building's Common Areas, the Purchaser binds himself and covenants with the Vendor and with all Unitholders to observe, fulfil and perform the rules, regulations, obligations, covenants and restrictions from time to time in force for the quiet and peaceful enjoyment and management thereof and other common purposes and in particular as follows:
 - (a). to observe, fulfil and perform the rules, regulations, obligations, covenants and restrictions from time to time in force for the quiet



and peaceful use, enjoyment and management of the said Premises and in particular the Building's Common Areas as mentioned in the **Fourth Schedule** hereunder written;

- (b). to pay regularly and punctually all the amounts and outgoings in respect of the said Unit wholly and in respect of the Building and the said Premises and in particular the Building's Common Areas proportionately including the amounts and outgoings mentioned in the **Fifth Schedule** hereunder written.
- (c). The Purchaser as member of the said Association shall observe, follow and comply with all the Rules and Regulations of the Association. The Purchaser shall also observe, follow and comply with all the decisions of the Association or its Board of Directors or the Executive Committee, as the case may be.
- (d). The Purchaser will comply with the covenants made in the **Part I of the Sixth Schedule** and shall strictly follow and comply with the House Rule stated in the **Part II of the Sixth Schedule**.

4. Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Apartment Acquirers in the Project or wherever in this Deed the words "proportionate or "proportionate share or proportionately" are used, the same shall be the proportion which the net carpet area of the Apartment bears to the total net carpet area of all Apartments in the project. For the purpose of this clause, the net carpet area of the Apartment shall be the carpet area of the apartment, the carpet area of the exclusive balcony 40% of the covered area of exclusive open terrace, if any, and the carpet area of the servant room, if any.



THE FIRST SCHEDULE ABOVE REFERRED TO:

(said Premises)

ALL THAT piece or parcel of land containing an area of 16 Cottahs 06 Chittacks 25 Square feet more or less situate lying at and being Premises No. 75 Pandit Madan Mohan Malaviya Sarani (formerly known as Chakraberia Road (North)), Police Station Ballygunge, Post Office Elgin Road, Kolkata-700 020, within Ward No.69 of the Kolkata Municipal Corporation, within the jurisdiction of the District Sub-Registrar-III, Alipore, South 24 Parganas, and delineated in the plan annexed hereto, being **Annexure 'A'**, duly bordered thereon in "**Red**" and butted and bounded as follows:

- On the **North** : By municipal passage;
- On the **South** : By municipal covered drainage;
- On the **East** : By municipal road named Pandit Madan Mohan Malaviya Sarani;
- On the **West** : By municipal premises No. 75/1/B Pandit Madan Mohan Malaviya Sarani.

Or Howsoever Otherwise the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(SAID UNIT)



ALL THAT the residential flat being Apartment No:-----in the --
-----Floor of the Building in the said Premises having a total
carpet area of ----- Square feet more or less, which includes -----
----- Square feet carpet area of the Apartment,----- Square feet
carpet area of the exclusive balcony (the said flat and the said exclusively
balcony are shown in the Plan annexed hereto and marked "**B**" and duly
bordered thereon in "**RED**" and ----- Square feet covered area of
the servant's toom in the First Floor of the Building and shown in the Plan
annexed hereto and marked "**C**" duly bordered thereon in "**GREEN**"
(aggregate built-up area of the above being ----- Square feet
more or less and total super built-up area whereof being -----
Square feet more or less).

TOGETHER WITH the covered parking space of 135 square feet in
the Ground Floor parking lot as shown in the plan hereto annexed and
marked with "**D**" and bordered thereon in "**YELLOW**".

THIRD SCHEDULE ABOVE REFERRED TO:

(MUTUAL AGREEMENTS, COVENANTS AND ACKNOWLEDGMENTS)

1. The Vendor shall be entitled to put or allow its group companies or associate concerns to put neon-sign, sign boards or any other advertisement on the Roof of the Building as Vendor may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Vendor.
2. The Vendor has identified and demarcated portions of the Common Areas and Facilities in the Building including the driveway, pathway and passage, services and installations for common use and also



such areas which are reserved for parking and for any other use and the Purchaser agrees and approves it.

3. The Purchaser shall not hold the Vendor or the Maintenance In-charge liable in any manner for any accident or damage while enjoying the Common Areas and Facilities by the Purchaser or his family members, guests, visitors or any other person.
4. The Purchaser shall not be entitled to let out, sell, transfer, assign or part with possession of the Apartment until all the charges outgoings dues payable by the Purchaser to the Association in respect of the Apartment and/or the maintenance charges are fully paid up and a No Dues certificate is obtained by the Purchaser from the Association.
5. The Purchaser shall be and remain responsible for and to indemnify the Vendor and the Association against all damages costs claims demands and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendor against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
6. The Project shall bear the name "**Bodhi**" or such other name as be decided by the Vendor from time to time.



THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Common Areas at and for the Project)

1. Land

Land in entirety contained in the said Premises.

2. Essentials and facilities:

- a) Driveways.
- b) Lobbies and Staircases of the Building.
- c) Stair head rooms & lifts.
- d) Boundary walls and main gate of the Premises.
- e) Multipurpose Hall.
- f) Roof

3. Water and Plumbing:

- a) Underground water reservoirs and Overhead tanks.
- b) Water pipelines connecting the underground water reservoir with overhead water tank.
- c) Pipelines from overhead water tank connecting to each flat.
- d) Pump for lifting water

4. Electrical Installations:

- a) Wiring and accessories for lighting of Common Portions.
- b) Electrical Installations for receiving electricity from CESC Limited.



c) Diesel Generator for providing power to common services and apartments during power failure and/or load shedding.

5. Fire Safety Installation:

- a) Wet risers and dry risers with wall and other fittings.
- b) pump for drawing water from the underground water reservoir along with one spare pump and one jockey pump.
- c) Fire alarms.
- d) High drains and other accessories.

6. Drains:

- a) Drains, Sewers and pipelines from each flat to the pits in the Ground Floor and from pits to master trap.
- b) Drainage connection from master trap to KMC drain lines.

7. Others:

Other areas and installations and/or equipment, if any, as are provided in the Building and/or Premises for common-use and enjoyment of the residents.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

- 1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure including the roof, the Common Areas and Common Facilities of the



Project (including lifts, generator, water pump with motor, fire-fighting equipment, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Project and related facilities enjoyed or used by the Purchaser in common with other owners or serving more than one Apartment and/or other built-up space in the Building and main entrance, landings and staircases of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises etc. The costs of cleaning and lighting the Common Areas and Common Facilities, the main entrance, passages, driveways, landings, staircases and other parts of the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces of the Building in good and repaired condition.

2. **OPERATIONAL:** All expenses for running and operating all machines, equipment and installations comprised in the Common Areas and Common Facilities (including lifts, generator, water pump with motor, fire -fighting equipment, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the Common Purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.



5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE:** Insurance premium for insurance of the Building including against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

Part-I

1. The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:
 - (a) Proportionate share of all Common Expenses (including those mentioned in **FIFTH SCHEDULE** hereinabove written) to the Maintenance In-charge from time to time. Such maintenance



charges will be computed on the basis of actual expenses incurred/to be incurred by the Maintenance In-Charge. The maintenance charges shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and expenses incurred.

- (b) Electricity charges for electricity consumed in or relating to the Allotted Apartment in case the electricity is provided from the common meter.
- (c) The charges for provision of back-up power for common services and to the extent of 6 Kilo Watts power to be provided to the said apartment during power failure/load shedding from the Diesel Generator Sets. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and shall be billed accordingly on the Purchaser proportionately or be ascertained by such other suitable mechanism as may be so decided by the Maintenance In-charge.
- (d) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the flat directly to the Kolkata Municipal Corporation Provided That so long as the flat is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Premises.



- (e) Charges for water and any other utilities consumed by the Purchaser and/or attributable or relatable to the apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the apartment and/or its appurtenances, wholly and if in common with the other Unitholders, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (f) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the apartment whether demanded from or payable by the Purchaser or the Vendor and the same shall be paid by the Purchaser wholly in case the same relates to the Apartment and proportionately in case the same relates to the Project or any part thereof.
- (g) The Purchaser shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable or any of the aforesaid rates taxes impositions and/or outgoings.
- (h) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates



taxes impositions and/or outgoings proportionately or wholly as the case may be.

- 2.1 All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Purchaser shall indemnify and keep indemnified the Promoter and the Maintenance-in-Charge and all other Apartment Acquirers for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser may have on such bills shall be sorted out within a reasonable time, but payment shall not be with-held by the Purchaser owing thereto. Any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof.
- 2.2 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Apartment by the Vendor to the Purchaser or from the expiry of two (2) months from the date of the Vendor giving the Notice for Possession to the Purchaser whichever be earlier.
- 2.3 It is expressly clarified that the maintenance charges do not include any major repairs, replacement, renovation, repainting of the main



structure and façade of the Project and the Common Areas and Common Facilities, etc. and the same shall be shared by and between the Purchaser and the other Apartment Acquirers proportionately.

PART-II
(HOUSE RULES)

1. The Purchaser binds himself and covenants:
 - (a) to use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity in the Apartment or any activity which may cause nuisance or annoyance to other Apartment Acquirers.
 - (b) to apply for and obtain at his own costs separate assessment of the Apartment in his name in the records of Kolkata Municipal Corporation within 06 (six) months from the date of possession.
 - (c) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Apartment at all reasonable times to view and examine the state and condition thereof and to make good all defects decays and want of repair in the Apartment within



seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;

- (d) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building and other Common Purposes.
- (e) to keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Building in good and substantial repair and condition so as to support shelter and protect the other Apartments/parts of the Building and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.
- (f) to keep the Common Areas and Common Facilities, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner and not to deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the other common areas or other portions of the said Premises.
- (g) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal



Corporation, CESC, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

- (h) unless the right of parking of motor car is expressly granted and mentioned in the SECOND SCHEDULE hereinabove written, the Purchaser shall not park any motor car or any other vehicle at any place in the said Premises (including at the open spaces at the said Premises). No construction or storage of any nature shall be permitted at the Parking Space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- (i) not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Apartment nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the right of parking car or the Allotted Apartment independent of the other to any other Co-owner of the Building and none else.
- (j) not to put any nameplate or letter box or neon-sign or board in the Common Areas and Common Facilities or on the outside wall of the Building save outside the main gate of the Allotted Apartment and a letter box in the ground floor at the place earmarked by the Promoter. Not to open any additional



window or any other apparatus protruding outside the exterior of the Apartment.

- (k) not to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the Building passing through the Allotted Apartment or the Common Areas and Common Facilities for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project. Not to carry or caused to be carried any wiring for electricity, broadband connection, cable tv or for any other purpose by cutting holes in the exterior walls of the allotted apartment or walls of the common areas. Such wiring shall be permitted to pass through only from the electrical ducts.
- (l) not to close or permit the closing of balconies in the Allotted Apartment.
- (m) not to install or keep or operate any generator in the Allotted Apartment or in any Common Areas and Common Facilities
- (n) not to alter the outer elevation of the Building or any part thereof.
- (o) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Apartment or any part of the Project or the said Premises or



may cause any increase in the premia payable in respect thereof.

1.1 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) withhold and stop all other utilities and facilities (including lifts, generators, water etc.,) to the Purchaser and his servants, employees, agents, tenants or licensees and/or the Allotted Apartment.
- b) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Allotted Apartment.

IN WITNESS WHEREOF this Deed is executed on the date, month and year above written:

SIGNED, SEALED AND DELIVERED

By the Vendor at Kolkata in the

Presence of:



SIGNED, SEALED AND DELIVERED

By the Purchaser at Kolkata in the

Presence of:



MEMO OF CONSIDERATION:

The aggregate amount as stated hereunder has been received from the Purchaser by the Vendor for sale of the Unit described in the Second Schedule written hereinabove:

Date	Cheque No:	Amount.
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Vendor.

Witnesses:



