

**THIS DEED OF CONVEYANCE** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**By and Between**

**MOON RAKER CONSTRUCTION (P) LTD. (CIN NO: U70200WB1988PTC044993) (PAN AABCM9001H)** a company incorporated under the provisions of the Companies Act (1956 or 2013, as the case may be ) having its registered office at 11, Crooked Lane , P.S Hare Street , P.O Esplanade, Kolkata 700 069, represented by its Director **Sri PAWAN KUMAR KAJARIA, (PAN AFUPK1601G)**, S/O Sri Jugal Kishore Kajaria, having its office at 11, crooked lane, P.S Hare Street , P.O Esplanade Kolkata-700069, duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the “**PROMOTER**” (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 **FIRST PART** ;

AND

(1) **JAYGRIH NIRMAN (P) LTD. (CIN: U70101WB1988PTC043636) (PAN AAACJ7480J)**; (2) **PAHARI CONSTRUCTION (P) LTD. (CIN: U70101WB1989PTC046835) (PAN AABCP7480K)**; (3) **RUPALI UDYOG (P) LTD. (CIN: U15114WB1985PTC039873) (PAN AACCR3932M)**; (4) **ARCHANA PROPERTIES (P) LTD. (CIN: U70109WB1999PTC089618) (PAN AADCA9711E)**; (5) **GANAPATI NIWAS (P) LTD. (CIN: U45201WB1996PTC081016) (PAN AABCG9069K)** (6) **MOON RAKER CONSTRUCTION (P) LTD. (CIN: U70200WB1988PTC044993) (PAN AABCM9001H)**; all companies incorporated under the companies act 1956, all

having their registered office at 11 crooked lane, P.S Hare street, P.O Esplanade, Kolkata- 700069, all represented by their common director **SRI PAWAN KUMAR KAJARIA, (PAN AFUPK1601G)**, S/O Sri Jugal Kishore Kajaria, having its office at 11, crooked lane, P.S Hare Street , P.O Esplanade Kolkata-700069, (7) **SRI PAWAN KUMAR KAJARIA, (PAN AFUPK1601G)**, S/O Sri Jugal Kishore Kajaria, having its office at 11, crooked lane, P.S Hare Street , P.O Esplanade Kolkata- 700069, collectively hereinafter referred to as the **OWNERS** (which expression shall mean and include its successors-in-interest and/or assigns) of the **SECOND PART** ;

**AND**

(1) **Mr.** ..... (PAN.....) son of ..... by occupation ..... by nationality ..... and

2) **Mrs.** ..... (PAN .....) wife of ..... by occupation ..... by nationality ....., both residing at ..... P.O ....., P.S ..... collectively hereinafter referred to as the **PURCHASERS** (which expression shall mean and include his / her / its successors-in-interest and/or assigns) of the **THIRD PART** ;

**DEFINITIONS:**

For the purpose of this Deed of Conveyance, unless the context otherwise requires-

- (a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017(West Ben. Act XLI of 2017);
- (b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made d under the West Bengal Housing industry Regulation Act, 2017;
- (c) **“Regulations”** means the Regulationsmade under the West Bengal Housing industry Regulation Act, 2017;
- (d) **“Section”** means a section of the Act.

**WHEREAS:**

- A. By a registered Deed of Conveyance dated 21.5.2012 registered with A.R.A - I, Kolkata in Book I, Volume 12 Pages 4614 to 4650 being No. 5476 for the year 2012 the Owners above named alongwith the PROMOTER abovenamed purchased all that the land admeasuring 9 cottah 11 chittack being part of R.S. Dag No. 181, R.S. Khatian No. 280, Mouza Ray Nagar, J.L. No. 47 situate within Ward No. 112 of KMC P.S. Bansdrone described under FIRST Schedule below hereinafter referred to as the said FIRST Premises.
- B. It is hereby recorded that the aforesaid Owners alongwith the aforesaid owners had jointly purchased by various registered deeds land admeasuring land admeasuring 37 cottahs more or less adjoining the aforesaid premises in the aforesaid R.S. Dag No. 181 (part) mouza Ray Nagar, J.L. No. 47, P.S. Bansdrone described under the Second Schedule below during the year 2006 hereinafter referred to as the said Second Premises and thereafter got such land mutated and amalgamated in their names in the records of KMC as a single Holding No. 486, Ray Nagar in the KMC and thereafter the PROMOTER under authority from the owners got a plan sanctioned being building Plan No .389/10/11 dated 14.12.2010 and has completed the construction of a existing housing complex namely Vishnu Regency comprising of Blocks I, II, and III hereinafter referred to as the said existing Housing Complex.

- C. After purchase of the land described under the First Schedule hereto the Owners along with the Promoter have caused the amalgamation of the same with the land described in the Second Schedule hereto and have had the Plan Sanctioned previously extended to such further added land described under the First Schedule hereto for the construction of Block - IV to the intent that various paths passages facilities, amenities and easements would be used deemed and be made available in common.
- D. The aforesaid Owners which includes the Promoter herein as one of the Owners thereafter devised a plan for development of the said First Premises described under the First Schedule for construction of Block IV Owners above named by a Development Agreement dated 05.10.2018 appointed one of their co-owners being the promoter herein as the sole Promoter for developing the said land described under the First Schedule hereto in lieu of sharing of the sale proceeds and/ or revenue from the sale or transfer constructed and/or open spaces out of Block IV between the co-owners and the Promoter as described under the said Development Agreement.
- E. The Promoter has already got the plan sanctioned by the Kolkata Municipal Corporation for construction of a multistoried housing complex in respect of the land portion described under the First schedule hereto and started construction of Block IV under the scheme of combining such Block - IV with the existing complex already constructed

over and in respect of the land portion described under the Second Schedule hereto and for sharing of certain common facilities, utilities and for easements provided that the Purchases of such new Block - IV would be entitled to proportionate undivided share of the land comprised under only the First Schedule hereto and the easement right in respect of common paths passages of the existing housing complex as stated herein.

F. It is recorded that the said co-owners of the said First Premises have duly empowered and authorized the Promoter herein to develop their respective shares in the said premises under a combined development programme for which purpose the Promoter has already taken substantial steps for the development of the entirety of the said First Premises and have also got a plan sanctioned by the Kolkata Municipal Corporation consisting of G + IV floors for construction of Block - IV and also comprising of several independent flats/units/commercial spaces/areas/car parking areas/utility areas with a view to sell such areas and/or units to the intending purchasers out of the Promoter's allocation.

G. The Purchaser being desirous to own or acquire a unit and/or residential/commercial spaces at the new building Block IV at the said First Premises has approached the Promoter and the Promoter has

agreed to sell the same and the Purchaser has agreed to Purchase the same as described hereunder in lieu of the consideration and on the terms and conditions as contained hereafter, it being recorded that the said space is out of the Promoter's allocation.

- H. On or before the execution of this agreement, the Purchaser has already seen and examined the said sanctioned plan or plans and the title deeds and the rights title and interest respectively of the Promoter and the co-owners and has fully satisfied himself/herself/themselves/itself in all respects and shall not be entitled to raise any query or objection thereto. The Purchaser has further agreed and undertaken to pay the entire consideration agreed hereunder and other various deposits and outgoings as specified hereunder to the Promoter herein as per the Schedule for such payment hereto attached.
- I. The Purchaser has also fully understood that the new building Block - IV said First Premises shall be combined with the existing Housing Complex at the said second premises in order to have common amenities and easements so far as applicable provided that the right of the purchaser in respect of the said existing Housing Complex of the said First Premises would be limited to the extent as specifically granted hereunder.

- J. It is recorded that the entire sale consideration shall be realized by the Promoter together with the GST amounts as applicable on the entire sums and shall be responsible for depositing the GST amounts to the authority and the share of the owners shall be distributed as per the Development Agreement without liability of GST.
- k. Before the execution of this Conveyance it is hereby confirmed by the Purchaser that the Purchaser has seen, verified and examined:-
- a) The title deed and all other documents concerning the title of the Vendors;
  - b) the rights of the Vendor as the Promoter;
  - c) The sanctioned plan of the Kolkata Municipal Corporation;
  - d) The lay out plan of the said unit;
  - e) Nature of construction made and the facilities and benefits offered;
  - f) Loading of the super built area in respect of the said unit;
  - g) The common parts and portions as stated herein and the reservation of the rights and areas/portions to and unto the Promoter;
  - h) The extent of right and benefits granted to the Purchaser and those reserved unto the Promoter;
  - i) The retention of the right of the Promoter in respect of certain areas and purposes including in respect of the roof;
  - j) The various extra amounts and deposits paid by the Purchaser in terms of the Agreement;
  - k) The reservation of right by the Promoter in respect of the said Adjoining Land including the right to utilize the facilities,

amenities, paths, passages, common parts for the purpose of the said Adjoining Land;

- 1) The name of the said Housing Complex shall be 'VISHNU REGENCY" provided that the Purchaser shall not have any right nor encroach upon the said Adjoining Land although included in the said Housing Complex.

And the Purchaser hereby undertakes not to raise any objection or to make any claim to the contrary under this Conveyance.

- L. Under this Conveyance certain expression shall have the meanings assigned to them as mentioned in the First Schedule hereunder written unless contrary to the context.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

1. **THAT** in consideration of the said Sale Agreement and in further consideration of a sum of **Rs. ....** (Rupees.....) only well and truly paid by the Purchaser to the Promoter at or before execution of these presents (the receipt whereof the Promoter doth hereby and also by receipt hereunder written admit and acknowledge to have been received) the Promoter and the Owners both hereby sell transfer convey assure and assign unto and to the Purchaser **FIRSTLY ALL THAT** the residential **Flat No. ....** admeasuring **.....Sq. Ft. carpet area** and **..... sqft** of chargeable area on the **..... Floor** of the **Block No IV** at the Housing Complex known as "**VISHNU REGENCY**" **Block No. IV** at the said premises as shown on the Plan of the said **....Floor of BLOCK IV** bordered **RED** thereon together **with .....** **open/covered car parking space** at the said premises **AND SECONDLY ALL THAT** the undivided proportionate share in all common parts



portions areas (except those specifically retained by the Promoter) (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **AND THIRDLY ALL THAT** the undivided proportionate share or interest in the land underneath the Block where such flat is located and comprised in the said premises described under the **SECOND SCHEDULE** hereto attributable thereto (hereinafter collectively referred to as **THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO** more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **TOGETHER WITH** the right to use the common areas installations and facilities in common with the other co-Purchaser and the Promoter and the other lawful occupants of the Building **BUT EXCEPTING AND RESERVING** such rights easements quasi-easements privileges reserved for any particular flat/units and/or the Vendor/Holding organization/and Facility Managers or respective agents appointed by them (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the Said Flat/Unit and the Properties Appurtenant Thereto (more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said **FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO** hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser **SUBJECT TO** due performance of and compliance with the Restrictions/House Rules (more fully and particularly mentioned and described in the **EIGHTH SCHEDULE** hereunder written) and also subject to Purchaser making payment of the maintenance charges / common expenses and other charges payable in respect of the Said Flat/Unit and the Properties Appurtenant Thereto (such Maintenance charges/common expenses more fully and particularly mentioned and

described in the **NINTH SCHEDULE** hereunder written) to the Promoter or its agents and facility manager appointed by them and to the Holding Organization and / or their respective agents upon the maintenance being handed over by the Promoter to the Holding Organization.

2. **AND THE PROMOTER AND THE OWNERS HEREBY COVENANT WITH THE PURCHASER** as follows:-

- a) **THAT** notwithstanding any act deed matter or thing whatsoever by the Promoter or the Owners done or executed or knowingly suffered to the contrary the Promoter and the Owners are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Flat/Unit and Properties Appurtenant Thereto as described under the Fourth Schedule hereto and hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the Promoter and/or the Co-owners now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Flat/Unit and the Properties Appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.
- c) **THAT** the Said Flat/Unit and Properties Appurtenant Thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lispensens debuttar or trusts made or suffered by the

Promoter or the Owners or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Promoter/Owners.

- d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat/Unit and Properties Appurtenant Thereto hereby receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Promoter/Owners or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) **THAT** the Purchaser shall be freed cleared and absolutely discharged saved harmless against all estates charges encumbrances liens attachments lispens debuttar or trust or claims and demands whatsoever created occasioned or made by the Promoter/Owners or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) **AND FURTHER THAT** the Promoter/Owners and all persons having or lawfully or equitable claiming any estate or interest in the Said Flat/Unit and Properties Appurtenant Thereto hereby or any part thereof through under or in trust for the Promoter/Owners shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

g) **THAT** the Promoter/Owners have not at any time done or executed or knowingly suffered or been party to any act deed or thing save and except consent to any home-loan bank or financial institution for granting home loans to various flat Purchaser whereby and where under the Said Flat/Unit and Properties Appurtenant Thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

3. **AND THE PURCHASER SHALL TO THE END AND THE INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT/UNIT HEREBY CONVEYED HEREBY COVENANT WITH THE PROMOTER as follows:**

a) **THAT** the Purchaser and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions / House Rules regarding the user of the said Flat/Unit and also the obligations set forth in the **SEVENTH SCHEDULE** hereunder written.

b) **THAT** the Purchaser shall within six months from the date of execution of these presents at his/her their cost shall apply for obtaining mutation of their names as the owner and until the said Flat/Unit is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the said building, as may be determined and fixed by the Promoter and upon formation of the Holding Organization by such Holding Organization without raising any objection whatsoever.

- c) **THAT** the Purchaser shall at all times from the date of possession as mentioned the letter of possession (**w.e.f** .....) be liable to pay and regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, water tax, Urban Land Tax, if any, service tax and other levies impositions and maintenance and outgoings (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said Flat/Unit and Proportionately for the building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of the proportionate share of such Rates and Taxes to the Promoter.

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

- a) **THAT** the Undivided share in land comprised in the Said Premises and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said Flat/Unit shall always remain impartible.
- b) **THE** right of the Purchaser shall remain restricted to the said Flat/Unit and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the said Complex.
- c) The said Housing Complex shall always be known as "Vishnu Regency".
- d) The Purchaser on payment of Deposit to **WBSEDCL** directly can obtain the Meter and the Purchaser further agrees to regularly and

punctually make payment of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to withhold payment of the same on any account whatsoever or howsoever on and for the date of presence of the flat/unit.

- e) As from the deemed date of possession (**w.e.f** ..... ) as mentioned in the possession letter the Purchaser shall regularly and punctually make payable of the maintenance charges/common expenses (more fully described in the Eighth Schedule herein under stated) payable in respect of the said flat/unit and properties appurtenant thereto to the Promoter or the facility manager/ agents appointed by the Promoter and to the Holding organization upon the maintenance being handed over to them by the Promoter. Such charges shall be made applicable by the Vendor / Holding Organization / Facility Manager from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.
- f) The Purchaser acknowledges that regular and timely payment of the maintenance charges is a "must" and non payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the said Building and that non payment of such maintenance charges is likely to cause malicious loss and damage to the other owners and/or occupiers of the said building and as such in the event of any default on the part of the Purchaser in making payment of such maintenance charges then and in that event without prejudice to any other right which the Promoter and upon formation of the Holding Organization, the Promoter and/or the Holding Organization as the case may be shall be entitled to and are hereby authorized :

- (i) to disconnect the supply of water ;
- (ii) to disconnect the supply of electricity;
- (iii) to prevent the use of lift;

**AND** the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 2% (two per cent) per month and the Purchaser hereby further waives the right for service of notice in the event of any default in non payment of such maintenance charges.

- g) Upon sale and transfer of all the flats units apartments constructed spaces and car parking spaces by the Promoter, the Promoter and the owners of the various flats units apartments constructed spaces and car parking spaces shall form a Holding Organization / Syndicate / Management Company / Society / Association (hereinafter referred to as the **HOLDING ORGANIZATION**) who shall be entitled to take over management of the common parts and portions and shall remain responsible for rendition of common services and the Purchaser hereby commits himself/herself/themselves/itself to become a member of such Holding Organization and to make payment of the maintenance charges to such Holding Organization regularly and punctually and shall also observe the rules and regulations which may be framed by such Holding Organization.

## 5. GENERAL

- 5.1 For the purpose of maintenance of the common parts and portions and for rendition of common services the Promoter / Holding Organization shall be entitled to appointment of a Facility Manager and the Purchaser hereby consents to appointment of a Facility Manager and in the event of such Facility Manager being appointed the Purchaser shall regularly and

punctually make payment of the maintenance charges as more fully described in the Eighth Schedule hereunder written and other amounts including the proportionate share of the remuneration which may be required to be paid to such Facility Manager.

- 5.2 The Purchaser their licensees or his nominees will also hold, use and enjoy the said Unit and the properties appurtenant thereto strictly subject to the easements and rights reserved and/or granted as per the **FIFTH** and **SIXTH SCHEDULES** hereto.
- 5.3 The said Housing Complex shall always be known as "Vishnu Regency" comprising of buildings constructed at the said premises as also at the Adjoining Land and the flat holders shall not be entitled to change the name at any time in future not to segregate or divide the Housing Complex.
- 5.4 The undivided share in the land appurtenant to the said Unit shall always refer to the land of the premises in which Tower/Block the said Flat or Unit is situated.
- 5.5 In case the Purchaser has already availed of any home loan against mortgage charge on the said Unit/Flat, the Promoter's covenants shall always be subject to the same.

## **6 ENFORCEMENT OF THE COVENANTS**

- 6.1 The Covenant regarding payment of maintenance charges / Common Expenses and regarding use of the Common Parts and Portions and observance of House rules as laid down in the **SEVENTH SCHEDULE** is for mutual benefit of all flat owners and in the event of any default on the part of the Purchaser in making payments of the proportionate share of maintenance charges to the Promoter / Holding Organization or Facility Manager / Agent appointed by them then in that event the Promoter / Holding organization shall be entitled to disconnect the supply of electricity, discontinue the supply of water or prevent the use of lift or



discontinue Generator Services. It is hereby further agreed and declared by and between the Parties hereto that in as much as the covenant regarding payment of all common expenses and maintenance charges is for beneficial use of all the flat owners in the event of any default on the part of the Purchaser in performing the obligations in terms of this indenture the Promoter / Holding Organization and/or any of the Flat Owners shall be entitled to enforce the same.

## 7. **RESERVATION & SUPERCESSION**

- 7.1 This Deed supersedes all writings, understandings, agreements, brochures and any other agreement between the parties hereto and the Purchaser agrees not to rely on the same save and except the applicable covenants of the said Agreement for Sale of the said Unit/Flat.
- 7.2 The right of the Purchaser shall remain restricted to the Said Flat/Unit and Common Areas and Portions and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the Said Premises. Vendor shall be entitled to sell and transfer the said open spaces by way of Open Car Parking/Two Wheeler Parking zones or areas including to any outside purchaser also.
- 7.3 It is clearly understood and envisaged that the Vendor shall always be entitled to use and utilize the side open spaces for any of its purposes including to create car parking and vehicle zones in the side open spaces and to sell the car parking areas and spaces independently whether such open car parking spaces have been officially sanctioned or not and the Purchasers undertake not to make or raise any objection thereto.
- 7.4 The Vendors shall be entitled to deal with, dispose of use or transfer the commercial areas in such manner and together with such rights and privileges as may be desired by them at sole discretion and the Purchaser or the Association shall not be entitled to object to any of the common

facility benefit utility including right use the roof, landings, corridors, pathway by such commercial occupants user or their invitees or licensees.

- 7.5 The Purchaser covenants that the Purchaser and/ or Association shall not at any point of time object or oppose the use of the roof by the users and occupiers of the commercial area for installation, upkeep and/ or maintenance of antenna and/ or V-sat towers etc.
- 7.6 The Promoter shall be entitled to all future vertical/horizontal exploitation of the said building and/or the said premises by way of additional construction or adding another floor or floors or otherwise, subject to the permission and/or sanction of the municipal authorities to be obtained in due course.
- 7.7 The Purchaser shall have common rights along with the other flat/unit holders to the demarcated portion of the roof as will be demarcated by the Promoter which shall also accommodate the lift room, staircase housings and the overhead water tanks and the rest of the roof which shall be under the exclusive ownership, control, use and possession of the Promoter and the Promoter shall be entitled to dispose of the same and/or use the same for any commercial purpose including for installation of antenna towers construction of undivided saleable roof gardens or pent houses etc. and all other additional structures constructed thereon.
- 7.8 The Promoter informs the Purchaser that the upper floors upto roof level are likely to be constructed in the form of duplex and/or triplex with pent houses which pent houses will be separately demarcated and the Promoter shall be fully and absolutely entitled to sell the same without any objection or obstruction by the Purchaser and the Purchaser hereby undertakes not to make or raise any objection thereto.
- 7.9 The Promoter reserves the right to raise the further storey or storeys on the roof of the new building as may be sanctioned in future in which case the demarcated portion of the ultimate roof after such construction

meant to be common will be demarcated as such in terms of this agreement and the Purchaser undertakes not to make or raise any objection to such construction of the further storeys in any manner whatsoever.

- 7.10 It is further hereby clarified agreed and understood that the Vendor/Promoter and the Owners shall be absolutely and fully entitled to combine and/or amalgamate the said Adjoining Land or any other further contiguous land that may be acquired with said premises and to have the plan extended or revised so as to include in the said Housing Complex and further to extend, procure, utilize and make available any of the benefit facility amenities including water pipe, gas pipe, electrical pipes, drainage pipes for the use of the said Adjoining Land and/or contiguous land provided that the Purchaser shall not be entitled to make or claim any right title or interest, or objection or any manner in respect thereof whatsoever.
- 7.11 The Purchaser hereby appoints the Vendor/Promoter abovenamed to be represented by one of its Director as the duly authorized Constituted Attorney for the purpose of revision, modification, regularization of the sanctioned plan and for all the allied purposes related thereto including in the matter of vertical or horizontal extension of the Housing Complex, amalgamation of the Adjoining Land and/or contiguous land with the said premises and construction of the said proposed Block or Blocks in such portions including the extension of facilities amenities and benefits to the same.
- 7.12 The Promoter/Vendor and Owners reserve the right to convert any unit/Flat or area from residential to commercial and vice versa and to allow the use of such spaces/units/flats, open or covered areas exclusively for commercial use or purpose and to block the entry of the Unit Holders to such areas but while permitting the commercial areas all the common facilities amenities etc. and the Purchaser hereby consents to the same.

- 7.13 At the sole discretion of the Vendor/Promoter a combined Holding Organisation for the entire Housing Complex may be constituted. In the alternative separate Holding Organisation may be constituted in respect of the said premises and the Adjoining Land as may be convenient.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**(DEFINITIONS)**

- i) In this Indenture words and expression used shall unless they be contrary and/or repugnant to the context have the following meanings.
- 1.1 **COMMON AREAS** shall mean all the common areas facilities amenities erections constructions and installations comprised in the premises and/or the block and expressed or intended by the Promoter at their absolute discretion for common use and enjoyment of the unit holders as specified under the Fifth Schedule hereunder written but shall not include the open car spaces or such spaces which are capable of being used for the parking of cars which the Promoter may use or permit to be used for parking cars and all other open and covered spaces at the said premises and the Promoter shall have the absolute right to deal with the same to which the Purchaser hereby consents.
- 1.2 **COMMON EXPENSES** shall include all expenses to be incurred by or on behalf of the unit holders for the maintenance and upkeep of the building block and the said premises and/or the Housing Complex and/or expenses for the common purposes as may be allocated by the Promoter, including those specified under the **NINTH SCHEDULE** hereto.

- 1.3 **COMMON PURPOSES** shall mean and include the purposes of managing and maintaining the said premises and the building block or the Housing Complex and in particular the common areas, collections and disbursement of the common expenses and dealing with the matters of common interest of the unit holders and relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common.
- 1.4 **HOLDING ORGANIZATION** shall mean the service company established by the Promoter for collecting recurring maintenance and service charges on proportionate basis and electricity charges on the basis of construction and to carry out the upkeep and maintenance including maintenance of the common areas of the entire Housing Complex.
- 1.5 **HOUSING COMPLEX** shall mean the entire complex comprising of Blocks constructed on the said premises and further to be constructed at the said adjoining land with various common parts, portions, facilities and amenities but subject to the stipulations herein contained.
- 1.6 **LAND** shall mean the entirety of the land comprised in the said premises described under Part-I of the Second Schedule hereto.
- 1.7 **BUILDINGS OR BLOCKS** shall mean the Buildings and/or Blocks of Buildings to be known as "Vishnu Regency" which shall also include the blocks or buildings to be constructed at or in respect of the said Adjoining Land and comprising of residential-cum-commercial spaces and other saleable areas, both open and covered and car parking spaces and also comprising of various

utilities and service areas and common parts and portions to be developed and/or constructed by the Vendor/Promoter at the said premises in terms of the sanctioned plan.

- 1.8 **PLAN** shall mean the plan sanctioned by the Kolkata Municipal Corporation pertaining to the said premises including any modification and/or revision and/or amendment thereof.
- 1.9 **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion or ratio which any particular built up area or unit bears to the total built up area with reference to the common parts, portions, service and maintenance area or facilities and benefits at the said premises.
- 1.10 **RESTRICTIONS / HOUSE RULES & OTHER OBLIGATIONS** shall mean and include those set out under the **EIGHTH SCHEDULE** hereunder which shall be observed and performed by the Purchaser after possession as the Covenants running with the land.
- 1.11 **SAID PREMISES** shall mean All That the amalgamated premises No. 486, Roy Nagar, Kolkata, admeasuring 9 cottahs 11 chittacks of land more or less situate within Ward No. 112, P.S. Previously Regent Park, now Bansdroni Kolkata, previously comprised in R.S. Dag No. 181(Part), Mouza Roy Nagar, J.L. No. 47, South 24 Parganas described under Part-I of the **SECOND SCHEDULE** hereunder written.
- 1.12 **SAID FLAT/UNIT** shall mean ALL THAT the **Unit No. ....** admeasuring ..... Sq. Ft. Carpet Area (be the same a little more or less) on the ..... **floor** of the building on the said premises, further together with undivided proportionate share in the land underneath the building block, more specifically described under the Fourth Schedule hereunder written and it is expressly agreed by and between the parties hereto that the

determination of the carpet area by the Architect shall be conclusive and binding on the parties.

- 1.13 **SAID ADJOINING LAND** shall mean the subsequently acquired piece or parcel of land admeasuring 37 cottahs by the Vendor and Owners as more specifically described under Part-II of the Second Schedule hereto.
- 1.14 **CARPET AREA** shall mean the built up area of any unit together with thickness of the outer walls provided that in case of the wall being shared with any adjacent unit 50% thereof further together with proportionate undivided share of the area comprised in all the common areas parts and portions and it is expressly agreed by and between the parties hereto that the determination of the carpet area of any unit by the architect shall be conclusive and binding on the parties.
- 1.15 **PURCHASER** shall mean and include his/her/each of their respective/its successors-in-interest and/or assigns.
- 1.16 **CO-OWNERS** shall mean the abovenamed Owners of the land together with the Promoter who will join as the vendors at the time of conveyance of the said unit.
- 1.17 **PROMOTER** shall mean the said **M/s MOONRAKER CONSTRUCTION (P) LTD.** being the part Owner of the said land and who is also the Promoter of the said premises.
- 1.18 **TRANSFER** shall mean the transfer by delivery of possession whether any formal deed of transfer or conveyance has been executed and/or registered or not.

- 1.19 **UNDIVIDED SHARE** shall mean the proportionate impartible variable undivided share in the land underneath the building or the block constructed on the said premises in which such flat is located and attributable to the said Unit to be determined by the Vendor in its absolute discretion.
- 1.20 **FLAT/UNIT** shall mean the part or portion of the Housing Complex whether open or covered as is capable of being held, used, occupied, possessed, transferred and/or enjoyed independently.
- 1.21 **UNIT HOLDER** shall mean any person or party entitled to use, enjoy, occupy, possess any unit or units for the time being with the incidents of transfer whether formal instrument or transfer has been executed and/or registered or not.
- 1.22 **COMMERCIAL AREAS** shall mean and include the areas of the ground floor, compound, portion of the roof or any other area of the Building at the said premises together with entire open in front on the eastern side and demarcated shall absolutely belong to such commercial areas for exclusive use and occupation together with several open car parking spaces in open side spaces which have been reserved exclusively for the commercial users and occupiers their invitees and licenses.
- 1.23 **MASCULINE** shall include the Feminine and vice-versa; and **SINGULAR** shall include the Plural and vice-versa, as per the context.



**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(The said Premises)

All That the piece or parcel of contiguous and/or adjoining land contiguous to the said premises described in hereto and admeasuring 9 cottah 11 chittack more or less comprised in and being part of R.S. Dag No. 181(P) vide R.S. Khatian No. 280, Mouza Ray Nagar, J.L. No. 47 under P.S. Regent Park, within KMC Ward No. 112, Kolkata Municipal Corporation, Kolkata-700070 over or in respect of which Block - IV is being constructed and butted and bounded on the North, South and West by Dag No. 181(P) and on the East by Dag No. 182.

ON THE NORTH : By 8' common passage  
 ON THE SOUTH : By 8' common passage  
 ON THE EAST : By Past of R.S Dag No 181(P)  
 ON THE WEST : By Past of R.S Dag No 181(P)

OR HOWSOEVER OTHERWISE THE SAME IS BUTTED BOUNDED KNOWN AND NUMBERED.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(The Adjoining Land)

All That the amalgamated premises No. 486, Roy Nagar, Kolkata, admeasuring 37 cottahs of land more or less situate within KMC Ward No. 112, P.S. Regent Park, Kolkata, previously comprised in R.S. Dag No. 182, Mouza Roy Nagar, J.L. No. 47, South 24 Parganas and butted and bounded in the following, that is to say:-

ON THE NORTH : By Premises No. 36, Naskar Para Road Kolkata;  
 ON THE EAST : By Naskar Para Road;  
 ON THE SOUTH : By Corporation Road;  
 ON THE WEST : By Premises No. 16/7 Naskar Para Road.

OR HOWSOEVER OTHERWISE THE SAME IS BUTTED BOUNDED KNOWN AND NUMBERED.

**THE FOURTH SHCHEDULE ABOVE REFERRED TO :****(Said Flat)**

All that the residential **Flat No.** ..... admeasuring ..... sq. ft. Carpet Area having chargeable area of ..... Sq. ft. on the ..... **Floor** of the building **Block No. IV** at the said premises No. 486, Roy Nagar, Kolkata- 700070, (which premises is more specifically described under the Second Schedule hereinabove written) and ..... **open/covered car parking space** to be allotted at the said premises TOGETHER WITH undivided proportionate share in the land and common parts comprised in the said Premises described in Part-I of the Second Schedule hereto. The layout plan of the said Flat is attached hereto bordered in "Red Verge".

**THE FIFTH SCHEDULE ABOVE REFERRED TO:****(Common Areas)**

1. The Foundation Columns Beams Supports Corridors Lobbies Stairs, Stairways Landings Entrances Exits and Pathways Ramp Driveways,
2. Lifts, Lift Pits, Lift Plant Installation, Lift Machine Room,
3. Common Passage and Lobby on Ground Floor excepting car parking area, if any,
4. Tubewell, if any,
5. Water Pump, Water Tank, Water Pipes and other common Plumbing Installation,
6. Transformer if any, Electric Wiring, Motor and Fittings,
7. Drainage and Sewers including Main Holes, Septic Tank etc.,
8. Pump House,
9. Fire System Water Tank,
10. Letter Boxes,
11. Boundary Walls and Main Gates,
12. Intercom Systems,

13. Portion of the roof comprising of overhead water reservoir and lift machine room,
14. Water Filtration Plant at an additional cost to be shared by all the Purchasers of the flats proportionately pro-rata,
15. Generator in the Complex at an additional cost to be shared by all the Purchaser of the flats proportionately pro-rata.
16. Such other Common Parts Areas Equipments Installations Fixtures Fittings Covered and Open Space in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the units and as are specified by the Promoter expressly to be the common parts after construction of the building but excluding the other open and/or covered areas or space which can always be used or allowed to be used by the Promoter for different purposes. The Promoter shall be entitled to assign and/or transfer the open side spaces by way of four wheeler or two wheeler parking spaces and the Purchaser undertakes not to object to the same.

PROVIDED that the Promoter has retained for its use and enjoyment a demarcated area of the roof of approx. 700 Sq. Ft. of built up area on the south side of such roof .The residue area of the roof only, which includes O.H. water reservoir and lift machine room only shall be treated as common. The retained area of the roof with free egress and ingress from the stair case and landing shall at all time absolutely belong to the Promoter and the Promoter shall be entitled to deal with and/or dispose of and/or let out the same with such additions attachments etc. at the sole discretion of the Promoter.

It is further provided that the set back area at the fifth floor level and the retained area of the roof at the sixth floor level after providing for common purposes as aforesaid shall be the absolute property of the Promoter and the promoter shall be absolutely free to deal with, dispose

of and/or utilized the same for any purpose whatsoever including for construction if sanctioned and/or setting up any service and/or satellite tower and/or for sale to any party and the Purchaser hereby consents to the same and undertakes not to question the authority of the Promoter either by itself/ himself/ herself or through the Association or the Society the right of the Promoter to utilize use or dispose of the set back area and the retained portion of the roof belonging to the Promoter as stated above in any manner as stated above in any manner as may be thought fit by the Promoter.

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

(The under-mentioned rights easements and quasi easements privileges and appurtenances shall be reserved in the said building for the Vendor/Promoter and the Agents or the Facility Managers appointed by them)

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said unit) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Flat /Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.

3. The right of protection for other portion or portions of the Building by all parts of the Said Flat/unit as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Flat/unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.
4. The right of the Vendor/Promoter and/or occupier or occupiers/Holding Organization / Facility Managers/ Agents the purpose of ingress and egress to and from such other part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the New Building.
5. The right of the Vendor / Promoter /Holding Manager / Facility Managers (or their authorized agents) with or without workmen and necessary materials to enter from time to time upon the Said Flat / Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, fire fighting equipment as aforesaid **PROVIDED ALWAYS** the Vendor / Promoter / Holding Organization / Facility Managers and other person or persons shall give to the Purchaser twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO :**

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said flat/unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully

specified **EXCEPTING AND RESERVING** unto the Vendor / Promoter / Holding Organizations / Facility Managers and their Agents the rights easements, quasi-easements privileges and appurtenances hereinbefore contained and those others hereinafter more particularly set forth in the **SIXTH SCHEDULE** hereto.

2. The right of access and passage in common with the Vendor / Promoter / Holding Organizations / Facility Managers and their Agents and other occupiers of the said building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in the Building and the Said Premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Flat/Unit with or without vehicles over and along the drive-ways and pathways of the building comprised in the Said Premises **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the passage driveways and pathways in the said building.
4. The right of support shelter and protection of the Said Flat/ Unit by or from all parts of the Building so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so

far as may be reasonable necessary for the beneficial occupation of the Said Flat/Unit and for all purposes whatsoever.

6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the Building and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Flat/Unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Vendor / Promoter / Holding Organization / Facility Manager and their Agents and other occupiers of the other flats/units and portions of the Building.
7. The Purchaser shall be liable to pay the Maintenance charges more fully described in the Eighth Schedule hereunder written for the enjoyment of the common areas / parts / portions facilities and utilities to the Vendor/Promoter or the Facility Managers / Agents appointed by the co owners for the purpose of maintenance of the same and to the Holding Organization or Facility Manager appointed by the said Holding Organization upon transfer of the management and maintenance of the common parts and portions of the building to the Holding organization promoted by the co owners.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO :**

**(RESTRICTIONS/HOUSE RULES)**

1. As from the date of possession of the Said Flat/Unit, the Purchaser agrees and covenants:

- (i) To co-operate with the Vendor/Promoter and/or Association in the management and maintenance of the said building;
- (ii) To observe the rules or regulations as may be framed from time to time by the Vendor and/or Association in respect of the Said Housing Complex and/or the Building;
- (iii) To allow the authorized representatives of the Vendor and/or Association with or without workmen to enter into the said flat/unit for the purpose of maintenance and repairs;
- (iv) To pay the charges of the electricity and other utilities in or relating to the said flat wholly for the Said Flat and proportionately in relating to the common parts;
- (v) Not to sub-divide the said unit and/or the Car parking space, if allotted, or any portion thereof
- (vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Flat/Unit or in the said building and /or compound or in any portion of the building or in the Common Parts save at the places indicated therefor;
- (vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Flat/Unit or in the common areas and not to block any common areas and not to block any common area of the building in any manner;
- (viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Flat/Unit;
- (ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the stability of the building or any part thereof;



- (x) Not to fix or install air-conditioner/s in the Said Flat/Unit save and except at the place/ s which have specified in the Said Flat/Unit for the same;
- (xi) Not to do or cause anything to be done in or around the Said Flat/Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Flat/Unit or to the flooring or ceiling of the Said Flat/Unit or any other portion over or below the Said Flat/Unit or adjacent to the said Flat/Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;
- (xii) Not to damage or demolish or cause to be damaged or demolished the Said Flat/Unit or any part thereof or the fittings and fixtures affixed thereto;
- (xiii) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Flat/Unit;
- (xiv) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- (xv) Not to fix or install any antenna on the roof of the said building or any window antenna.
- (xvi) Not to make in the Said Flat/Unit any structural additions and / or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Vendor and/or any concerned authority;
- (xvii) Not to use the Said Flat/Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to

cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said premises and the neighboring premises and shall not use the said flat for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, dance classes or tutorial centers, clinic, gymnasium godown or as a meeting place or for any manufacturing or industrial activity ;

- (xviii) Not to use the car parking space, if any allotted to the Unit Holders, or permit the same to be used for any other purpose whatsoever other than for the parking of the Unit Holders' own car and not to raise or put up any kutchra or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;
- (xix) Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchasers have been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;
- (xx) To use only those common areas as are mentioned in the **FIFTH SCHEDULE** hereto, for ingress and egress to the Said Flat/Unit, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and/or the Said Housing Complex.
- (xxi) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Flat/Unit in perfect condition and repair so as not to cause any damage to the

building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;

- (xxii) Not to put or affix any sign-board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the said flat and/or Building save at the place and in the manner expressly permitted in writing by the Vendor;
- (xxiii) Not to obstruct or object to the Vendor/Promoter doing or permitting any one to do any construction, alteration or work in the Said Premises and/or the Building;
- (xxiv) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Flats;
- (xxv) The Purchaser shall have only the proportionate right and interest in the common parts of the building (save those reserved unto the Vendor) and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Vendor/Promoter.
- (xxvi) To regularly and punctually pay and discharge to the Vendor or the Association or the concerned statutory semi government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the said Flat/Unit and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the **SIXTH SCHEDULE** hereunder written in advance within the 7<sup>th</sup> day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Flat/Unit has been taken or not by the Purchaser.

- (xxvii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Vendor and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Vendor and/or Association shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same.
- (xxviii) So long as each Flat in the building is not separately assessed and mutated, the Purchaser shall from the deemed date of possession, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Vendor/Promoter on the basis of the area of the said Flat/Unit.
- (xxviii) After taking delivery of the Said Flat, the Purchaser shall take steps to have the Said Flat separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause.
- (xxix) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Vendor and/or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the said Flat/Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition, the Said Flat/Unit shall be deemed to be charged in favour of the Vendor/Promoter or the Association as the case may be, for all such amounts falling due together with interest.
- (xxx) In case the Vendor and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Vendor or the Association and also

interest at the rate of 2% (two percent) per month for the period of default on all amounts remaining unpaid together with reconnection charges.

**THE NINTH SCHEDULE ABOVE REFERRED TO :**

**(Common Expenses)**

1. The costs and expenses of maintaining, redecorating and renewing etc. of the main structure, the roof, gutters and water pipes and for all purposes drains and electric cables and wires, fixtures fittings and equipment, in under or upon the said building and enjoyed or used by the Purchasers in common with other occupiers or serving more than one flat in the said building, main entrance, landing and stair cases of the said building and enjoyed by the Purchasers or used by him/her/them/it in common as aforesaid and the boundary walls of the building, compounds, terrace on 6<sup>th</sup> floor level, lifts, pumps, reservoir, fire system, electrical and other installations.
2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases and other parts of the said building so enjoyed and used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of salaries of janitors/ officers, clerks, bill collectors, liftman, chowkidars, sweepers, caretakers, plumber, security guards, gardeners, electricians etc.
4. Maintaining and operating the lifts.
5. Providing and arranging for the emptying receptacles for rubbish.
6. Paying all rates taxes duties charges assessments and outgoing 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 responsibility of the individual owners/ occupiers of any flat / unit.

7. 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 flat of any individual Purchaser of any flat.
8. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the units.
9. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
10. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
11. 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 thereunder relating to the building excepting those which are responsibility of the Promoter / occupier or Purchaser of any flat/unit.
12. The purchase maintenance renewal and insurance of equipment as the Promoter/Maintenance Company may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
13. All such other expenses and outgoing as are deemed by the Promoter/Maintenance Company to be necessary for an incidental thereto.

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

**SIGNED AND DELIVERED** by the  
**PROMOTER** at Kolkata in the presence of:

**SIGNED AND DELIVERED** by the **OWNERS**  
at Kolkata in the presence of:

**SIGNED AND DELIVERED** by the  
**PURCHASER** at Kolkata In the presence of:

Drafted by:

Advocate  
Kolkata.

**MEMO OF CONSIDERATION**

**RECEIVED** by the within-named Promoter from the within-named Purchaser the total sum of **Rs. ....../-** (**Rupees .....**) only of the lawful money of the Union of India being the entire consideration paid by various cheques from time to time.

.....

(Promoter)

**Witnesses:**



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Dated the            day of            2018

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BETWEEN

**MOON RAKER CONSTRUCTION (P) LTD.**

*... Promoter*

AND

**JAYGRIH NIRMAN (P) LTD. & ORS.**

*... Confirming Parties*

AND

**MR. ....**

**MRS. ....**

*... Purchaser*

**DEED OF CONVEYANCE**