

## CONVEYANCE

1. **Date:** \_\_\_\_\_

2. **Place:** Kolkata

3. **Parties**

3.1 **Fortune Park Housing Projects Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at Gillanders House, B-Block, 1<sup>st</sup> Floor, 8, Netaji Subhash Road, Kolkata-700001, Police Station Hare Street, Post Office Kolkata GPO, District Kolkata (**PAN AADCM4592M**) represented by its Authorized Signatory Mr. Sunil Kumar Sharma, son of Mr. Bhagwati Prasad Sharma, an Indian National, by faith Hindu, by Occupation Service, of B-1/2, Gillanders House, 1<sup>st</sup> Floor, 8, Netaji Subhash Road, Kolkata-700001, West Bengal.

(Owner/Promoter, includes successors-in-interest and assigns)

**And**

3.2 \_\_\_\_\_

3.3 \_\_\_\_\_

(collectively **Buyers/Allottees**, includes successors-in-interest and assigns).

Owner/Promoter and Buyers/Allottees are hereinafter referred to as such or as **Party** and collectively as **Parties**.

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

4.1 **Said Apartment:** The Said Apartment, being Residential Apartment No..... On the ..... floor, having carpet area of..... Square feet, more or less, with attached balcony measuring ..... Square feet more or less and the Said Apartment with attached balcony collectively having built up area of ..... square feet, more or less, being more particularly described in the **Schedule B** below and the layout of the Said Apartment is delineated in **Blue** colour on the **Plan** annexed hereto and marked as **Annexure "2"**, constructed in the Block/Building No..... (namely.....) being part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on ----- under Registration No. .... The Real Estate Project is constructed on the Project Property as delineated in **Blue** colour boundary line on the **Plan** annexed hereto and marked as **Annexure "1"** hereto and more particularly described in the **Schedule A-2** below. The Real Estate Project has been developed as a phase (Phase II) of the whole project named **Fortune Heights** constructed/being constructed on the Larger Property delineated in **Red** colour boundary line on the **Plan** annexed hereto and marked as **"Annexure "1"** and described in the **Schedule A-1** below.

4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block/Building.

4.3 **Said Parking Space:** The right to park in the parking space /s described in the **Schedule B** below (**Said Parking Space**), if any.

4.4 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in the **Schedule C** below (**Common Areas**).

4.5 **Said Apartment And Appurtenances:** The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Land Share, the said Parking Space (if any) and the Share In Common Areas, respectively, which are collectively described in the **Schedule B** below (collectively Said Apartment And Appurtenances).

**5. Background**

5.1 **Ownership and Title:** The Owner has represented to the Buyers/Allottees that by virtue of the events and in the circumstances mentioned in a Deed of Declaration dated 29<sup>th</sup> June, 2015, registered in the Office of the District Sub-Registrar-II, Barasat, North 24 Parganas in Book No. I, Volume No. 1525- 2015, at Pages 29405 to 29439, being Deed No. 152507117 for the year 2015 (**Said Deed Of Declaration**), the Owner is the sole and absolute Owner of the Said Premises, free from all encumbrances. **Ownership of Larger Property:**

- 5.2 The Owners are seized and possessed of and/or sufficiently entitled to altogether a large tract of land measuring **584** decimals in various RS/LR Dag Nos. 1576, 1577, 1578, 1579, 1581, 1589, 1590, 1591, 1592, 1593, 1594, 1599, 1600, 1579/1751, 1578/1752, 1578/1753, 1600/1754, 1600/1755 and 1599/1756, more or less, recorded in R. S. *Khatian* No. 1229, 1327, 570, 1120, 1325, 1322, 196, 531, 1321, 335, 837, 508, 103, 1324, 872, 1326, 242, 11, 721, 1426, 362, 1293, 736, 1179, 1267, 591/1, 1533, 1250, 582/1, 1323 under L.R. *Khatian* No.1772, *Mouza* Moynagadi, J.L. No. 6 and being Municipal Premises No.168, Krishna Nagar Road, Barasat, Kolkata 700125, Police Station Barasat, within Paschim Khilkapur *Gram Panchayat* (**PKGP**), Sub-Registration District Barasat, District North 24 Parganas, “ **LARGER PROPERTY** ” more fully described in **Schedule A 1**.
- 5.3 **Real Estate Project:** The Larger Property is demarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces and the said project shall be known as Fortune Heights (“**Said Complex**”). The development of the Said Complex known as **Fortune Heights** *inter alia* consisting of (i) **Block/Building Nos. K, L, M & N** *inter-alia* comprising of 4 (four) Ground + 11 (G+11) storied residential buildings, being constructed upon portion of the Larger Property [being developed as **Phase I**, upon which Occupancy Certificate (issued by the Paschim Khilkapur Gram Panchayat (**PKGP**), North 24 Parganas vide Memo No: PKGP/119/2018 dated 07/08/2018 already obtained], (ii) **Block/Building Nos. I and J** *inter-alia* comprising of 2 Ground + 11 storied residential buildings, being constructed on the Project Property and (vi) **Future Block/Building** *inter alia* comprising of residential building, car parking space of all the Block/Building to be constructed on the portion of the Larger Property (being developed as **Phase II**), which shall be developed by the Owners/Promoters at its sole discretion, out of which **Block/Building Nos. G and H** are presently being developed as Project **Phase III** of the Whole Project and proposed as a ‘real estate project’ by the Owners/Promoters and is being registered as a ‘real estate project’ (“**the Real Estate Project or Project**”) with the West Bengal Housing Industry Regulatory Authority (“**Authority**”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- 5.4 **Intimation to PKGP and sanction of plans:** The Owners duly intimated the PKGP about commencement of construction of the Project vide its letter dated..... .The Promoter/Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the said apartment and the said Block/Building from the competent authority), which has been developed as a phase (Phase 1) of the whole project (defined in Clause 5.10.1 (iii) below).
- 5.5 **Registration under the Act:** The Promoter/Developer registered the Real Estate Project under the provision of the act with the Authority at Kolkata on.....under Registration no.....
- 5.6 **Announcement of sale:** the Promoter/Developer for mutated a scheme and announced a sale of Apartments and parking spaces to prospective purchasers (**Transferees**).
- 5.7 **Application and Allotment to Buyer/Allottee:** the Buyer/Allottee, intending to be Transferee, upon full satisfaction of the Owners title and the Promoters/Developers authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Promoter/Developer has allotted the same to the Buyer/Allottee, who in due course entered into an Conveyance for sale dated.....(**Said Conveyance**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.
- 5.8 **Construction of said block/building:** the Promoter/Developer has completed construction of the Said Block/Building.
- 5.9 **Conveyance to Buyer/Allottee:** in furtherance of the above the Owners and the Promoter /Developer are completing the Conveyance of the Said Apartment And Appurtenances in favour of Buyer/Allottee by these presents on the terms and conditions contained herein.
- 5.10 **Acceptance of conditions precedent:** notwithstanding anything contained in the Said Conveyance, the Buyer/Allottee confirms that the Buyer/Allottee has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance.

- 5.10.1 **Understanding of scheme by Buyer/Allottee:** The undertaking and covenant of the Buyer/Allottee that the Buyer/Allottee has understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer.
- i. **Real Estate Project:** (i) Block/Building Nos.2, inter-alia comprising of 2 (Two) Ground +11 (Eleven) stories residential buildings to be constructed on a portion of the project property and (ii) 1 (one) ground +2 storied commercial building also to be constructed on a portion of the Project Property, constitute the Real Estate Project in accordance with the provision of the act and rules.
  - ii. **Scheme of development of Larger Property:** the detailed scheme of development attached as **Annexure "I"** discloses the proposed designated uses of the buildings/structures and the phases of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of Larger Property. The conceptual layout of the development on the Larger Property shall be finally developed by the Promoter/Developer at its sole discretion either in terms of the Plan in **Annexure "I"** or in such manner as may be possible under the relevant/applicable laws.
  - iii. **Whole Project:** the Promoter/Developer is undertaking the development of the Larger Property in a phase-wise manner as mentioned in Clause 5.3 above (the phase-wise development of the entirety of the Larger Property as envisaged in the Said Conveyance, Clause 5.3 above and as also mentioned/contemplated in the other portions of this conveyance hereinafter referred to as ("**the Whole Project**").
  - iv. **Other residential component:** apart from the Real Estate Project, the Promoter/Developer proposes to develop in one or more phases other residential buildings/structure along with its/their areas, facilities an amenities in the Whole Project and upon the Larger Property (**Other Residential Component**) and the portion of the Larger Property up to which the Other Residential Component shall be developed in such manner as the Promoter/Developer may in its sole discretion deem fit.
  - v. **Other residential exclusive amenities:** The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (**Other Residential Exclusive Amenities**) and which may exclusively be made available to and usable by such persons as the Promoter/Developer may in its sole discretion deem fit including the allottees of the other residential component and, may not be available to the Buyer/Buyer/Allottee or any other buyer/occupants of apartments/flats in the real state project.
  - vi. **Non residential exclusive amenities:** on the Larger Property, the Promoter also proposes to develop certain common areas, facilities and amenities which may exclusively be made available to and useable by such person(s) as the Promoter may in its sole discretion deem fit including the Buyer/Allottee/s/occupants of such non residential buildings/structures and such common areas, facilitates and amenities may not be available for the use by the Buyer/Allottee/s of the Real Estate Project and Other Residential Component (Non-Residential Exclusive Amenities).
  - vii. **Further development:** the Promoter/Developer is entitled to amend modify and/or substitute the proposed future and further development of the Larger Property in full or in part, subject to the necessary permission/sanction being granted by the PKGP and all other concerned authorities.
  - viii. **Limited areas and facilities:** the Buyer/Buyer/Allottee agrees that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartment/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the buyer/s of such

apartments /flats and to the exclusion of other buyers in the Real Estate Project (limited areas and facilities). The Buyer/Allottee agrees to use only the limited areas and facilities (if any) specifically identified for the Buyer/Allottee in the Said Apartment And Appurtenances and as more particularly described in the **Schedule B** hereunder written. The Buyer/Allottee agrees to not use the Limited Areas **Facified** identified for the other buyer(s) nor shall the Buyer/Buyer/Allottee have any claim of any (a) the Buyer/Allottee/buyer/s/occupants of the residential component of the Real Estate Project, including the Buyer/Allottee/buyer herein, shall not have any right to use the common areas, amenities and facilities identified exclusively for the Buyer/Allottee/s/ of the commercial component of the Real Estate Project and (b) similarly, the Buyer / Allottee / buyer/s / occupants of the commercial component of the Real Estate Project shall not have any right to use the common areas, amenities and facilities identified exclusively for the Buyer / Allottee /s/occupants of the residential component of the Real Estate Project.

- ix. **Common Areas:** The common areas in the Real Estate Project that any be usable by the /Buyer/Allottee and other buyers on a non-exclusive basis are listed in the **Schedule G** hereunder written.
- x. **Whole Project Included Amenities:** The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Buyer/Allottee and other buyers in the Whole Project on a non-exclusive basis (Whole Project Included Amenities) are listed in the **Schedule D** hereunder written. The Buyer/Allottee agrees and accepts that the Whole Project included Amenities (as listed in **Schedule D** below) in all respects prior to handing over of possession of the Said Apartment to the Buyer/Allottee and the Whole Project Including Amenities maybe completed/provided only after completion of the Whole Project and the Buyer/Allottee expressly agrees not to raise any objection regarding the same and also further waives the right, if any, to do so. The confirming Parties are joining this Conveyance as Parties to inter-alia confirm the aforesaid scheme of usage of the Common Areas and the Whole Project Included Amenities, which shall be binding on all parties to this conveyance.
- xi. **Maximum Far:** The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the PKGP and all other concerned authorities, and constant additional built-up area by way of (i) additional apartments and/or additional floor on the Said Block/Building; and/or (ii) additional buildings on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Apartment being sold hereunder, and to carry out construction work accordingly. The Buyer/Allottee hereby irrevocably agrees and gives his/her/is express consent to the Promoter/Developer for carrying out amendments, alternations modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly. This consent shall be considered to be the Buyer/Allottee's consent contemplated under the relevant provision of the Act, Rules and Regulations. The Buyer/Allottee shall not raise any objection or cause any hindrance in the said development /construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block/Building being affected by such construction. The Buyer/Allottee hereby agrees to give all facilities and co-operation as the Promoter /Developer may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter/Developer. It is expressly agreed by the parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter/Developer as aforesaid.

- 5.10.2 **Satisfaction of Buyer/Buyer/Allottee:** The undertaking of the Buyer/Allottee to the Owners and the Promoter/Developer that the Buyer/Allottee is acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners right and enlightenment of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter/Developer to grant this conveyance ,the scheme of developement described above and the extent of the rights being granted in favour of the Buyer/Allottee and the negative covenants mentioned above and/or elsewhere in the Conveyance and the Buyer/Allottee hereby accepts the same and shall not raise any objection with regard thereto.
- 5.10.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Buyer/Buyer/Allottee to the Owners and the Promoter/Developer that the right, title and interest of the Buyer/Buyer/Allottee is confined only to the Said Apartment And Appurtenances and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property/Larger Property and the Said Block/Building to third parties at the sole discretion of the Promoter/Developer which the Buyer/Allottee hereby accepts and to which the Buyer/Allottee, under no circumstances, shall be entitled to raise any objection.

## 6. Transfer

- 6.1 **Hereby Made:** The Owners and the Promoter/Developer with the confirmation of the confirming parties, hereby sell, convert and transfer to and unto the Buyer/Allottee, absolutely and forever, free from all encumbrances of any and every nature whatsoever ,the Said Apartment And Appurtenances describes in the **Schedule B** below, being ;
- 6.1.1 **Said Apartment:** The Said Apartment being residential Apartment No.....on the.....floor having carpet area of..... (.....) square feet, more or less, with attached balcony measuring..... (.....) square feet, more or less, and the Said Apartment with attached balcony collectively having built up area of ..... (.....) square feet, more or less, being more particularly described in the Schedule below and the layout of the Said Apartments delineated in **Blue** colour on the **Plan** annexed hereto and marked as **Annexure “2”**, constructed in the Block/Building No..... (namely.....) being part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on ----- under Registration No. ----- . The Real Estate Project is constructed on the Project Property as delineated in **Blue** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “1”** hereto and more particularly described in the **Schedule A-2** below. The Real Estate Project has been developed as a phase (Phase II) of the whole project named **Fortune Heights** constructed/being constructed on the Larger Property delineated in **Red** colour boundary line on the **Plan** annexed hereto and marked as **“Annexure “1”** and described in the **Schedule A-1** below.
- 6.1.2 **Land Share:** The Land Share being undivided, impartial, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block/Building.
- 6.1.3 **Said Parking Space:** The Parking Space, being the right to park in the parking space/s described in the Schedule B below, if any.
- 6.1.4 **Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the Common Areas of the Real Estate Project, the said Common Areas of the Real Estate Project being described in **Schedule C** below.

## 7. Consideration

- 7.1 **Consideration:** The aforesaid transfer of the Said Apartment And Appurtenances has been made in consideration of a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)**, which has been paid by the Buyers/Allottees entirely to the Owner and Receipt of the same is hereby acknowledged by the Owner.

## 8. Terms of Transfer

- 8.1 **Title Sanctioned Plans and Construction:** The Buyer/Allottee has examined or caused to be examined the following and the Buyer/Allottee is fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waives the right, if any to do so :
1. The right, title, interest and authority of the Owners and the Promoter/Developer in respect of the Project Property, the Said Block/Building and the Said Apartment And Appurtenances;
  2. The sanctioned plans sanctioned by the PKGP;
  3. The construction and completion of the Said Block/Building the Common Areas the Said Apartment and the Said Parking Space (if any) including the quality specifications, materials, workmanship, and structural stability thereof.
- 8.2 **Measurement:** The Buyer / Allottee has measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or questions the computation of area or make any claims in respect thereof.
- 8.3 **Salient Terms:** The transfer of the Said Apartment And Appurtenances being effected by this conveyance is:
- 8.3.1 **Conveyance:** sale within the meaning of the transfer of property Act, 1882.
  - 8.3.2 **Absolute:** absolute, irreversible and in perpetuity.
  - 8.3.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims, and statutory prohibitions.
  - 8.3.4 **Benefit of Common Areas:** subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-owner of the Said Block/Building including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any apartment in the Said Block/Building).
- 8.4 **Subject to:** The sale of the Said Apartment And Appurtenances being effected by this Conveyance is subject to ;
- 8.4.1 **Payment of Rates & Taxes:** the Buyer/Allottee regularly and punctually paying cost, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess etc. (collectively **Rates and Taxes**) as be assessed for the Said Apartment and Appurtenances.
  - 8.4.2 **Payment of Maintenance Charge:** the Buyer/Allottee regularly and punctually paying proportionate share (**Maintenance charge**) in common expenses for maintenance and to keep of the Common Areas, indicatively described in the **Schedule F** below (collectively **Common Expenses/maintenance Charge**).
  - 8.4.3 **Observance of Covenants:** the Buyer/Allottee observing, performing and accepting the stipulation, regulations and covenants (collectively Covenants), described in the **Schedule E** below.
  - 8.4.4 **Indemnification by Buyer/Allottee:** indemnification by the Buyer/Allottee about the Buyer/Allottee faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyer/Allottee hereunder The Buyer/Allottee agrees to keep indemnified the Owners and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges, and expenses which maybe suffered by the Owners and the Promoters/Developers and/or their successor-in-interest by reason of any default of the Buyer/Allottee

## 9. Possession

- 9.1 **Delivery of Possession:** khas, vacant, peaceful, satisfactory, acceptable and physical possession of the said apartment and appurtenances has been handed over by the Promoter/Developer to the Buyer/Allottee, which the Buyer/Allottee admits, acknowledges and accepts.

## 10. Outgoings

- 10.1 **Payment of Outgoings:** All municipal taxes on the Said Apartment and Appurtenances relating to the period till the date of expiry of the notice of possession of the Said Apartment and Appurtenances to the Buyer/Allottee (**Date Of Possession**), whether as yet demanded or not shall be borne paid and discharged by the Promoter/Developer and all liabilities outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the date of possession shall be borne paid and discharged by the Buyer/Allottee .

## 11. Holding Possession

- 11.1 **Buyer/Allottee Entitled:** The Owners and the Promoter/Developer hereby covenant that the Buyer/Allottee shall and may, from time to time , and all times hereafter, peacefully and quietly enter into hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receives rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expresses or intended so to be unto and to the Buyer/Allottee, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under the Owners and the Promoter/Developer.

## 12. Further Acts

- 12.1 **Owners and Promoters / Developers to do:** The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter / Developer or any person claiming under them, shall and will from time to time and at all times here after, upon every request and at the cost to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer/Allottee and/or successors-in-interest of the Buyer/Allottee, to do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyer/Allottee to the Said Apartment and Appurtenances.

- 12.2 **Promoters/Developer to do:** The Promoter/Developer hereby covenants that the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyer/Allottee and/or successors-in-interest of the Buyer/Allottee, do and execute or cause to be done and executed all such acts deeds and things for further or more perfectly assuring the title of the Buyer/Allottee to the Said Apartment and Appurtenances.

## 13. Defect Liability:

- 13.1 The Promoter/Developer shall rectify all reasonable construction related defects in the Said Apartment ,if, any brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar years from the date of completion certificate, issued by the PKGP.
- 13.2 It is clarified that the Promoter/Developer shall not be liable for any such defects if the same have been caused by the reason of the default and/or negligence of the Buyer/Allottee and /or any other buyers in the Real Estate Project or acts of third party (ies) or on account of any force majeure events including on account of any repairs/redecoration/any other work undertaken by the Buyer/Allottee and /or any other buyer/person in the Real Estate Project and or the Whole Project and/or the Lager Property. The Buyer/Allottee is aware that the said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural member may adversely impact the said



Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer/Allottee and/or the association of buyers shall no claim(s), of whatever against the Promoter in this regard.

- 13.3 It is clarified that the above said responsibility of the Promoter / Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorized modifications or repairs done by the Buyer/Buyer/Allottee or his/her/their/its nominee/agent (c) cases of force, majeure (d) failure to maintain the amenities/equipment (e) accident and (f) negligent use. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures, will be as provided by the respective/manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyer/Allottee end before the defect liability period and such warranties are covered under the maintenance of the said Complex and if the annual maintenance contracts are not done/renewed by the Buyer/Allottee, the Promoter shall not be responsible for any defects occurring due to the same. The Real Estate Project/Project Property as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fitting shall be maintained and covered by maintenance/warranty contracts so as it sustainable and in proper working condition to continue warranty in both the Apartments and the Common Areas wherever applicable. The Buyer/Allottee has been made aware and the Buyer/Allottee expressly agrees that the regular wear and tear of the Real Estate Project/Project Property excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer/Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Real Estate Project/Project Property, who shall survey and assess the same and then submit a report to state the defects in material use in the structure of the Said Apartment and in the workmanship executed.

#### 14. General

- 14.1 **Conclusion of Contract:** The Parties have concluded the contract in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their, under law or equity, shall be barred and shall not be maintainable by the Parties against each in future.
- 14.2 **Overriding Effect:** It is clarified that this Conveyance shall supersede and/or shall have overriding effect on the Conveyance for sale and/or any other documents executed prior to the date of this Conveyance.

#### 15. Interpretation

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Heading:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of the Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** Reference to a document includes an amendment and supplement to, or replacement or novation of that document. Terms of Sale
- 15.4 **Gender:** Masculine gender shall include the feminine and neuter gender and vice versa.

**SCHEDULE 'A-1'**  
**(Larger Property)**

Land measuring **589** (five hundred and eighty nine) decimal, equivalent to 17 (seventeen) *bigha*, 16 (sixteen) *cottah*, 5 (five) *chittack* and 22.18 (twenty two point one eight) square feet, comprised in R.S./L.R. *Dag* Nos. 1576, 1577, 1578, 1579, 1581, 1589, 1590, 1591, 1592, 1593, 1594, 1599, 1600, 1579/1751, 1578/1752, 1578/1753, 1600/1754, 1600/1755 and 1599/1756, more or less, recorded in R.S. *Khatian* No. 1229, 1327, 570, 1120, 1325, 1322, 196, 531, 1321, 335, 837, 508, 103, 1324, 872, 1326, 242, 11, 721, 1426, 362, 1293, 736, 1179, 1267, 591/1, 1533, 1250, 582/1, 1323 under L.R *Khatian* No. 1772, *Mouza* Moynagadi, J.L. No. 6 and being Municipal Premises No. 168, Krishna Nagar Road, Barasat, Kolkata 700125, Police Station Barasat, within Paschim Khilkapur *Gram Panchayat (PKGP)* , Sub-Registration District Barasat, District North 24 Parganas.

**ON THE NORTH** - By Ardebak Road;

**ON THE EAST** - Dag No. 1763, 1602 & 1775;

**ON THE SOUTH** - By Dag No. 1595, 1598 & 1756;

**ON THE WEST** - By Krishna Nagar Road (NH- 34);

Delineated the **Plan** annexed hereto and marked as **Annexure "1"** and bordered in colour **Red** thereon and butted and bounded as follows:

**SCHEDULE 'A-2'**  
**(Project Proper)**

Land classified as *Bastu* (Homestead) measuring approximately **882.07** square meter under R.S./L.R. *Dag* Nos.1576 & 1577 L.R. *Khatian* No. 1772 more or less in *Mouza* Moynagadi, J.L. No. 6, now part of land numbered as **168, Krishna Nagar Road (NH - 34)**, P.O. - Noapara, Police Station - Barasat, Kolkata - 700 125 under Paschim Khilkapur Gram Panchayet, Sub-Registration District - Barasat, District - North 24 Parganas delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure "1"**.

**SCHEDULE 'B'**  
**(Said Apartment and Appurtenances)**

1. The Said Apartment, being Residential Apartment No.----- on the -----Floor, having carper area of----- (-----) square feet, more or less, with attached balcony measuring-----) square feet, more or less, and the Said Apartment with attached balcony collectively having built up area of-----) square feet, more or less, constructed in the Block/Building No -----). The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;
2. The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment;
3. The Said Parking Space, being the right to park------(-----) medium sized car in open space, adjacent to the Block/Building No.-----Admeasuring-----() in the Said Complex; or The Said Parking Space, being the right to park----- (-----) medium sized car in covered space, in the ground level of the Block/ Building No,-----, admeasuring------(-----) in the Said Complex; or The Said Parking Space, being the right to park -----, two-wheeler in open space, adjacent to the Block/ Building No.-----, admeasuring------(-----) in the Said Complex; or The Said Parking Space, being the right to park ------(-----) two-wheeler in covered space, in the ground level of the Block/Building No.-----, admeasuring ------(-----) in the Said Complex; **and**
4. The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in the **Schedule C** below, as be attributable and appurtenant to **the Said Apartment**.

**SCHEDULE 'C'**

(Common Areas of the Real Estate Project)  
(Which Area Part of the Real Estate Project)

Entrance Lobby at the ground floor level of the Said Block/Building	Lobbies on all floors and staircase(s) of the Said Block/Building
Lift machine room(s) and lift well(s) of the Said Block/Building	Water reservoirs/tanks of the Said Block/Building
Water supply pipeline in the Said Block/Building (save those inside any Apartment)	Drainage and sewage pipeline of the Said Block/Building (save those inside any Apartment)
Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building	Electricity meter(s) for common installations and space for installation
Intercom Network in the Said Block/Building	Network of Cable TV/DTH in the Said Building, if any
Broadband and CCTV connection in the Said Block/Building, if any	Firefighting system in the Said/Building
Lift(s) and allied machineries in the Said Block/Building.	External walls of the Said Block/Building
Common Roof	Stair Room

**SCHEDULE 'D'****(Whole Project Included Amenities)**

*(Being description of the common areas, facilities and amenities in the Whole Project that may be used by the Buyer/Allottee on a non-exclusive basis along with buyer(s)/occupants in the Whole Project)*

**Said Block Level**

Common Portions as are common between the co-Owners/Promoters of the Said Block:

1. Stair Case and Stair Cover
2. Lift and Lift Machine Room
3. Lift Well
4. Overhead Reservoir
5. Water Connection
6. Common Roof
7. Common Passage of the Building and its entrance
8. Electrical Installation & Electrical Meter room
9. Fire refuge area & stair to F.R.A.
10. Plumbing Duct & Pipes
11. Fire Detection & Protection Installations

**Said Complex Level**

Common Portions as are common between the co-Owners/Promoters of all Blocks contained in the Said Complex:

**Common Facilities**

1. Children's Play Ground
2. Landscaped Garden
3. Administrative and Caretaker's Room
4. Toilet on the Ground Floor

5. Driveways and Pathways
6. Boundary Wall
7. Furnished room/s for guests (Payable)
8. CCTV with Security
9. Street lighting
10. Intercom Network

**Amenities:**

1. Water Filtration Plant
2. Deep Tube-well, pump and Piping
3. Drainage System, Sewage Treatment Plant
4. Generator for common area lighting and pre-determined load to the flats/units
5. Electric transformer, L.T. /H.T. Lines, Cables
6. Fire fighting system complete

**Recreation Center Facilities:**

1. Air-Conditioned Community Hall
2. Reading Room
3. Pool Table, Table Tennis and Other Indoor games in the Indoor Games Room
4. Gymnasium
5. Swimming Pool with Kids Pool

**SCHEDULE 'E'**  
**(Covenants)**

The Buyer/Allottees covenants with the Owners/Promoters (which expression includes the body of apartment holders of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

1. **Satisfaction of Buyer/Allottees:** The Buyer/Allottees is acquainted with, fully aware of and is thoroughly satisfied about the title of the right and entitlement of the Owners/Promoters, the sanctioned plans, all the background papers, the right of the Owners and the Owners/Promoters to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Buyer/Allottees and the negative covenants mentioned in this Conveyance and the Buyer/Allottees hereby accepts the same and shall not raise any objection with regard thereto.
2. **Buyer/Allottees Aware of and Satisfied with Common Areas and Specifications:** The Buyer/Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in **Schedule E** above) and Specifications (described in **Schedule D** above) and all other ancillary matters, is entering into this Conveyance The Buyer/Allottees has examined and is acquainted with the Said Complex and has agreed that the Buyer/Allottees shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Apartment And Appurtenances.
3. **Facility Manager:** The Owners/Promoters may hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3)the Buyer/Allottees shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyer/Allottees and it shall be deemed that the Facility Manager is rendering the services to the Buyer/Allottees for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager.

4. **Buyer/Allottees to Mutate and Pay Rates & Taxes:** The Buyer/Allottees shall (1) pay the *khazna* and Statutory Tax, Municipal Taxes/ Panchayat Taxes, surcharge, levies, cess etc. (collectively "**Rates & Taxes**") (proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenance and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Buyer/Allottees, on the basis of the bills to be raised by the Owners/Promoters/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer/Allottees in respect thereof **and** (2) have mutation completed at the earliest. The Buyer/Allottees further admits and accepts that the Buyer/Allottees shall not claim any deduction or abatement in the bills of the Owners/Promoters/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).
5. **Buyer/Allottees to Pay Common Expenses/Maintenance Charges:** The Buyer/Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Owners/Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyer/Allottees in respect thereof. The Buyer/Allottees further admits and accepts that (1) the Buyer/Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Owners/Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
6. **Buyer/Allottees to Pay Interest for Delay and/or Default:** The Buyer/Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Owners/Promoters/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyer/Allottees shall pay of interest at prime lending rate of State Bank Of India plus two per cent p.a for the period of delay, computed from the date the payment became due till the date of payment, to the Owners/Promoters/the Facility Manager/the Association (upto formation), as the case may be. The Buyer/Allottees also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer/Allottees and the Buyer/Allottees shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Include Amenities.
7. **Owners/ Promoter's Charge/Lien:** The Owners/Promoters shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Buyer/Allottees to the Owners/Promoters **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Owners/Promoters shall stand extinguished on the financial institution clearing all dues of the Owners/Promoters.
8. **No Obstruction by Buyer/Allottees to Further Construction:** Subject to compliance with Section 14 of the Act, the Owners/Promoters shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Buyer/Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyer/Allottees due to and arising out of the said construction/developmental activity. The Allottees also admits and accepts that the Owners/Promoters and/or employees and/or agents and/or contractors of the Owners/Promoters shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Buyer/Allottees shall not raise any objection in any manner whatsoever with regard thereto.
9. Until the sale and transfer of all the Apartments the Owners/Promoters shall have and retain for itself, its successors and assigns the right to maintain one or more business / administrative / engineering and sales offices and model flats at the Project to enable the Owners/Promoters to construct / manage and market the Apartments and also the right to place signs in and around the common areas for marketing without inconveniencing the other Apartment Owners.
10. **No Rights of or Obstruction by Buyer/Allottees:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Conveyance and the Owners/Promoters shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

11. **Variable Nature of Land Share and Share In Common Areas:** The Buyer/Allottees fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Building/Real Estate Project (2) if the area of the Said Block/Building/Real Estate Project is recomputed by the Owners/Promoters, then the Share In Common Areas shall vary accordingly and proportionately and the Buyer/Allottees shall not question any variation (including diminution) therein (3) the Buyer/Allottees shall not demand any refund of the Total Price paid by the Buyer/Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Buyer/Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Owners/Promoters, in its absolute discretion.
12. **Buyer/Allottees to Participate in Formation of Association and Apex Body:** The Buyer/Allottees admits and accepts that the Buyer/Allottees and other intending Allottees of apartments in the Said Complex shall form the Association and the Buyer/Allottees shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex ("**Apex Body**"). The Buyer/Allottees shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Buyer / Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment holder will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Buyer/Allottees further admits and accepts that the Buyer/Allottees shall ensure and not object to the Association joining the Apex Body.
13. **Obligations of Buyer/Allottees:** The Allottees shall:
1. **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex by the Owners/Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).
  2. **Observing Rules:** observe the rules framed from time to time by the Owners/Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex.
  3. **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.
  4. **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Owners/Promoters or to the other apartment holders. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Building, the Project Property, and outside walls of the Said Block/Building **save** in the manner indicated by the Owners/Promoters/the Facility Manager/the Association (upon formation). The Owners/Promoters shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Allottees.
  5. **Cable/Broadband/Telephone Connection:** Provisions has been made only for one or more service providers as selected by the Owners/Promoters for providing the services of cable, broadband, telephone etc. The Buyer/Buyer/Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Buyer/Buyer/Allottee shall be entitled to avail the cable connection facilities of the designated service providers to all the Flat/Units.

6. **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottees shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
7. **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Allottees makes any alterations/changes, the Allottees shall compensate the Owners/Promoters /the Association (upon formation) (as the case may be) as estimated by the Owners/Promoters /the Association (upon formation) for restoring it to its original state.
8. **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block/Building. The Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Owners/Promoters. Grills may only be installed by the Allottees on the inner side of the doors and windows of the Said Apartment. The Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Owners/Promoters, it being clearly understood by the Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Block/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Allottees shall install the out-door unit of the same either inside the Allottees own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Allottees accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.
9. **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
10. **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Conveyance.
11. **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
12. **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas. No Buyer/Buyer/Allottee shall use any Common area for any personal purpose for keeping materials of any kind or purpose of gardening or any such activity or construct anything temporary or permanent in nature or draw electric or plumbing line either temporary or permanent in nature.
13. **No Obstruction to Owners/Promoters/Facility Manager/Association/ Apex Body:** not obstruct the Owners/Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the

Owners/Promoters in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole Project/Project Property(excepting the Said Apartment and the Said Parking Space, if any).

14. **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
15. **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Owners/Promoters/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.
16. **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.
17. **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
18. **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
19. **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottees from displaying a standardized name plate outside the main door of the Apartment.
20. **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.
21. **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
22. **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.
23. **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.
24. **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Allottees and/or family members, invitees or servants of the Allottees, the Allottees shall compensate for the same.
25. **No Hanging Clothes:** Not to dry any clothes upon/outside the windows/elevations /balconies and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders. **Fire Safety And Air Conditioning Equipment:** Not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and / or Common Areas, as per statutory requirements. The Buyer / Allottee hereby understands and accepts that as per the present statutory requirements / fire norms, the fire extinguisher pipe line / fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed In the Said Apartment shall always remain exposed and the Buyer/Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Buyer/Allottee hereby confirms that the Buyer/Allottee shall not violate any terms of the statutory requirements/fire norms.



- 26. Fire Safety And Air Conditioning Equipment:** Not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or Common Areas, as per statutory requirements. The Buyer/Allottee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed In the Said Apartment shall always remain exposed and the Buyer/Allottee shall not raise any objection in any manner whatsoever with regard thereto and further the Buyer/Allottee hereby confirms that the Buyer/Allottee shall not violate any terms of the statutory requirements/fire norms.
- 13.1 **Notification Regarding Letting/Transfer:** If the buyer/Allottee lets out or sells the Said Apartment and Appurtenances, the Buyer/Allottee immediately notify the Facility Manager/Association (upon formation)/Apex Body (upon formation) of the tenant's address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances by the Allottee to any other third party, the buyer/Allottee shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/Apex Body (upon formation), which shall only be issued to the buyer/Allottee after payment of all outstanding Common Expenses/Maintenance Charges, if any.
- 13.2 **No Objection to Construction:** The Buyer/Allottee has accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/ Whole Project in phases and to construct on other portions of the Larger Property and hence the Buyer/Allottee has no objection to the continuance of construction in the other portions of the Larger Property/the Said Complex, even after the date of possession notice. The Buyer/Allottee shall not raise any objection to any inconvenience that may be suffered by the Buyer/Allottee due to and arising out of the said construction/development activity.
- 13.3 **No Right in Other Areas:** The Buyer/Allottee shall not have any right in the other portions of the Larger Property/the Said Complex and the Buyer/Allottee shall not raise any dispute or make any claim with regard to the Promoter/Developer either constructing or not constructing on the said other portions of the Larger Property/ the Said Complex.
- 13.4 **Roof Rights:** A demarcated portion of the top roof of the said Block/Building shall remain common to all owners of the Said Block/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block/Building shall belong to the Promoter/Developer with right of exclusive transfer and the Buyer/Allottee specifically agrees not to do any act which prevent or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Block/ Building aforesaid, the Promoter/Developer shall always have the right of further construction on the entirety of the top roof and the Buyer/Allottee specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Block/Building.
- 13.5 **Hoarding:** The Promoter/Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use) in the form of Neon Signs, MS Lanterns, Vinyl & Sun Boards and/or such other form a the Promoter/Developer may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the Buildings as may be developed from time to time. The Promoter/Developer shall also be entitled to place, select, and decide hoarding / board sites.
- 13.6 **Transfer of Common Areas to Association:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the common Areas and all deposits relating thereto and/or the common areas within the land comprised in the Project Property and/or Larger Property or any part thereof are required to be transferred to the association of buyers, then the Promoter/Developer and/or the Owners, as per their respective entitlements, shall be entitled to do so and the Buyer/Allottee shall do all acts, deeds and things and sign, execute and deliver all papers documents etc. as be required therefor and if any stamp duty, registration fee, legal fee, other expenses, etc., is payable therefor, then the same shall be

borne, paid and discharged by the buyers of the Project (including the Buyer/Allottee herein) proportionately and the Promoter/Developer and/or the Owners shall not be liable therefor in any manner whatsoever and the Buyer/Allottee and the other buyers shall keep the Promoter/Developer and the Owners fully indemnified with regard hereto.

14. **Said Club:** The Promoter/Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all buyers of the Whole Project. It is clarified that (1) the decision of the Promoter/Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Buyer/Allottee (2) the Buyer/Allottee hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Whole Project and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Whole Project using all or part of the amenities and facilities provided in the Said Club.

#### SCHEDULE 'H'

##### (Common Expenses)

- a) **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
- b) **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block/Building and the Said Complex and the road network, Sewage Treatment Plant, Water Treatment Plant, Pumps & Fire Pumps, Club etc.
- c) **Association:** Establishment and all other capital and operational expenses of the Association of Allottees./ Apex Body.
- d) **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
- e) **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block/Building] and the road network, STP etc.
- f) **Operational:** All expenses for running and operating all machinery, equipment and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, Deep Tubewell, pumps and Fire Pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.
- g) **Rates and Taxes:** *Khazna* and Statutory Tax, Panchayat Tax, surcharge, Water Tax and other levies in respect of the Said Block/Building and the Said Complex **save** those separately assessed on the Allottees.
- h) **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
- i) **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

**15. Execution and Delivery**

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

**For. Fortune Park Housing Projects Pvt. Ltd.**

Authorised Signatory

-----  
[Owners/Promoters]

\_\_\_\_\_  
[Allottees]

**Drafted by me:**

Advocate, High Court at Calcutta

**Witnesses:**

Signature _____	Signature _____
Name _____	Name _____
Father's Name _____	Father's Name _____
Address _____	Address _____
_____	_____