

THIS INDENTURE OF CONVEYANCE is made at Kolkata on this the _____ day
----- **TWO THOUSAND AND NINETEEN**

BETWEEN

FORT BUILDERS (PAN-----) a partnership firm registered under the Indian Partnership Act 1932 having its principal place of business at No. 7/1A Hazra Road, Kolkata 700 020 P.S. ----- P.O.-----
----- and represented by one of its partners namely Fort Projects Pvt Ltd (PAN-----) a company within the meaning of Companies Act 2013 having its registered office situated at ----- P.S.-----
----- P.O.----- represented by its Director Shri Vivek Kathotia (PAN-----) son of ----- working for gain at ----- P.S.----- P.O.-----
----- hereinafter referred to as the **VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**

ABD

If the Purchaser is a company

----- CO PVT LTD (PAN-----) a company incorporated in accordance with the provisions of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at ----
----- P.S.----- P.O.----- and represented by its Director/Authorised Representative Sri -----
(PAN-----) son of ----- working for gain at --
----- P.S.----- P.O.----- having been duly authorized in pursuance of a Resolution of the Board of Directors dated ---
----- hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and permitted assigns) of the **OTHER PART**

If the Purchaser is a Partnership firm

----- (PAN -----) a partnership firm registered under the Indian Partnership Act 1932 having its principal place of business situated at ----- .S. -----
----- represented by one of its Partners Sri -----
(PAN-----) son of ----- working for gain at --
----- P.S.----- P.O.----- having been duly authorized by the others partners hereinafter referred to as the PURCHASER/ALLOTTEE (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners for the time being of the said partnership business, the survivor or survivors of them and their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**

If the Purchaser is an individual

----- (PAN-----) son/
daughter/wife of ----- aged about -----
----- residing at ----- P.O.-----
----- P.S.----- hereinafter referred to as the PURCHASER/ALLOTTEE (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**

If the Purchaser is a HUF

----- (PAN-----) son of -----
----- for self as well as Karta of the Hindu Joint Mitakshara
Family known as ----- HUF carrying on business at -----
----- hereinafter referred to as the
PURCHASER/ALLOTTEE (which term or expression shall unless excluded by or
repugnant to the subject or context be deemed to mean and include the members
or members for the time being of the said HUF and their respective heirs, legal
representatives, executors, administrators and assigns) of the **OTHER PART**

WHEREAS:

- A) The Vendor was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the Municipal Premises No. 37, 38 and 38/1 Panditiya Road, Kolkata 700 029 having a total land area of 13886.06 sq. mtrs. (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the ENTIRE PROPERTY)
- B) The Vendor decided to undertake the development of the said Entire Property and in connection therewith caused a map or plan to be sanctioned by Kolkata Municipal Corporation whereby Fort Builders became entitled to undertake construction erection and completion of various blocks and/or buildings on the lands forming part of Municipal Premises No. 38 and 38/1 Panditiya Road, Kolkata 700 029 comprising of various self-contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other
- C) After having completed construction of various blocks and/or buildings on the land forming part of Municipal Premises No. 38 and 38/1 Panditiya Road, Kolkata 700 029 Fort Builders caused the entirety of the said three properties namely 37, 38 and 38/1 Panditiya Road, Kolkata 700 029 to be amalgamated which has since been numbered as Municipal Premises No. 37 Panditiya Road, Kolkata 700 029
- D) The Vendor thereafter decided to undertake development of the lands forming part of Premises No. 37 Panditiya Road, Kolkata 700 029 (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said PREMISES) and for the purpose of undertaking the development of the said Premises, the Promoter caused a map or plan to be sanctioned by Kolkata Municipal Corporation being No.----- dated ----- (hereinafter referred to as the said PLAN) whereby the

Promoter has become entitled to construct erect and complete a building on the said Premises partly for residential purposes (hereinafter referred to as the RESIDENTIAL AREA) and partly for commercial purposes (hereinafter referred to as the COMMERCIAL AREA) (hereinafter referred to as the said PROJECT)

- E)** The Vendor caused the said Project to be registered as a Gold Rated Green Building
- F)** The Vendor also caused the said project to be registered under the provisions of the West Bengal Industry Regulatory Authority Act under Registration No.-----
- G)** By an agreement dated ----- (hereinafter referred to as the SALE AGREEMENT) entered into between the Vendor and the Purchaser herein, the Vendor agreed to sell and transfer and the Purchaser agreed to purchase and acquire on ownership basis ALL THAT the Apartment No. _____ on the _____ floor of the Building/block no.-----
- forming part of the said Residential Area containing by estimation an area of _____ sq. ft. (carpet area) equivalent to ----- sq. ft. (super built-up) (be the same a little more or less) TOGETHER WITH _____ open/covered/mechanical car parking space TOGETHER WITH the undivided proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Residential Complex AND TOGETHER WITH the undivided proportionate share or interest in the land underneath the said Building attributable and/or allocable (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written and hereinafter referred to as the said APARTMENT AND THE PROPERTIES APPURTENANT THERETO) for the consideration and subject to the terms and conditions contained and recorded in the said Sale Agreement.
- H)** The Vendor has since constructed erected and completed the said new building at the said Premises and has obtained necessary completion certificate.
- I)** In pursuance of the said Sale Agreement the Purchaser from time to time made full payment of the amount of consideration and other amounts payable as and by way of advances and/or deposits in terms of the said Sale Agreement and after issuance of necessary completion certificate the Vendor has put the Purchaser in complete vacant possession of the said Apartment and the Properties Appurtenant Thereto
- J)** The Purchaser has now requested the Vendor to execute or cause to be executed the Deed of Conveyance and/or transfer in respect of the said

Apartment and the Properties Appurtenant Thereto which the Vendor has agreed to do subject to the terms and conditions hereinafter appearing

NOW THIS INDENTURE WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

**SECTION I - DISCLOSURES, DISCLAIMER CONFIRMATION
AND ACKNOWLEDGEMENT**

- 1.1 At or before the execution of this Deed the Vendor has provided to the Purchaser a certificate being the Report on Title of its Advocate and the Purchaser has satisfied himself/herself/itself as to:
- i) The title of the Vendor
 - ii) Gone through the title deeds relating to the said Premises/Entire Property.
 - iii) satisfied himself/herself as to the legal ownership in respect of the said premises and acknowledges that the Vendor has a marketable title in respect of the said Apartment and the Properties Appurtenant Thereto.
 - iv) Has inspected the plan sanctioned by the authorities concerned.
 - v) Acknowledges that the right of the Purchaser shall remain restrict to the said Apartment and the Properties Appurtenant Thereto and that the Purchaser shall have no right over and in respect of the other parts and portions of the said Complex except the right to use in common the various common parts portions utilities and amenities in common with others
 - vi) Acknowledges that the terms and conditions of this Deed are fair and reasonable.
 - vii) Has obtained independent legal advise and the Advocates so appointed by the Purchaser has also caused necessary searches/investigation of title to be made
 - viii) Acknowledges that various suits and proceedings are presently pending
 - ix) Acknowledges that any intending purchaser acquiring a Pent House

in the said new building , such allottee/purchaser shall be entitled to the Pent House and also the exclusive right of use of the Terrace forming part of the said Pent House which will include a part of the roof attached to the said Penthouse and the same shall form an integral part of the said Pent House without any right on the part of any other person whomsoever.

- x) Acknowledges that the said new building is going to be a very prestigious building in the city of Kolkata and as such the Purchaser agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- xi) The Purchaser has gone through all the terms and conditions set out in this Deed and has understood their respective obligations and rights detailed herein
- xii) The Purchaser hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project
- xiii) The Purchaser has fully satisfied himself/herself/itself as to the carpet area comprised in the said Flat and the Vendor has delivered to the Purchaser copies of all title deeds including a copy of the plan sanctioned by the concerned authorities
- xiv) The Purchaser is fully satisfied as to the structural stability of the said new building

SECTION II - SALE AND TRANSFER

2.1 THAT in consideration of the said Sale Agreement dated -----
----- AND in further consideration of a sum of **Rs.** -----
-----/- (**Rupees ----- only**) of the lawful money of the Union
of India well and truly paid by the Purchaser to the Vendor (the receipt
whereof the Vendor doth hereby and also by the receipt hereunder written
admit and acknowledge to have been received and of and from the
payment of the same and every part thereof) the Vendor doth hereby sell
grant convey assure and assign unto and in favour of the Purchaser
FIRSTLY ALL THAT the Apartment No. ----- on the ----- floor of the new
building situated at the said Premises (the said Premises more fully and
particularly mentioned and described in the FIRST SCHEDULE hereunder
written) containing by estimation a chargeable area of -----sq.

ft. equivalent to ----- sq. ft. (super built-up area) (be the same a little more or less) **AND SECONDLY TOGETHER WITH** ----- covered/open/mechanical car parking space/s **AND THIRDLY ALL THAT** the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) **AND FOURTHLY TOGETHER WITH** the undivided proportionate share or interest in the land beneath the building forming part of the said premises appurtenant thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said **APARTMENT AND THE PROPERTIES APPURTENANT THERETO** situation whereof is shown and delineated in the map or plan annexed hereto and bordered in **RED** thereon) **TOGETHER WITH** the right to use the common areas installations and facilities in common with the other co-Purchasers and the owners and the other lawful occupants of the Building (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **BUT EXCEPTING AND RESERVING** such rights easements quasi- easements privileges reserved for any particular Unit/ units and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the Said Apartment and the Properties Appurtenant Thereto (more fully and particularly mentioned and the and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said **FLAT** hereby demised and every part or parts or parts thereof unto and to the use of the Purchaser absolutely and forever unto and to the Purchaser **SUBJECT TO** the House Rules and the restrictions (more fully and particularly mentioned and the and described in the **SIXTH SCHEDULE** hereunder written) AND also subject to Purchaser making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES) payable in respect of the Said Unit and the Properties Appurtenant Thereto (such Maintenance charges more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written)

SECTION - III

3. AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the Vendor or executed or knowingly suffered to the contrary the Vendor is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Apartment and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended do 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 Vendor now has in itself good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment 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 aforesaid.
- c) **THAT** the Said Flat hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lis-pendens debuttar or trusts made or suffered by the Vendor or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor.
- d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor 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 and kept indemnified against all estates charges encumbrances liens attachments lispensens debuttar or trust or claims and demands whatsoever created occasioned or

made by the Vendor or any other person or persons having or lawfully or equitably claiming as aforesaid.

- f) **THAT the** Vendor and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat or any part thereof through under or in trust for the Vendor 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 Flat 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 Vendor has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said **Flat** 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.

- h) That for a period of five years from the date of possession of the said Flat in the event of there being any structural defect in the said Flat and not occasioned because of any act deed or thing by the Purchaser and/or any person claiming through or under it and if so certified by the Architect, the Vendor shall cause such defect to be remedied at its own cost.

SECTION IV – PURCHASER’S COVENANTS

4. AND THE PURCHASER HEREBY COVENANTS WITH THE VENDOR AND THE VENDOR as follows:

- i. **THAT** the Purchaser and all other persons deriving title under him/her/it shall and will at all times hereafter shall observe the restrictions/ House Rules regarding the user of the said Unit and also the obligations set forth in the **SIXTH SCHEDULE** hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said New Building.

- ii. **THAT** the Purchaser shall within three months from the date of execution of these presents at his/her cost shall apply for obtaining mutation of his/her name as the owner and until **Flat** 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 Building, as may be determined and fixed by the Vendor to the Vendor and upon formation of the Association to the said Association without raising any objection whatsoever.

- iii. **THAT** the Purchaser shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, if any, water tax, Urban Land Tax, and other levies impositions and outgoings whether presently payable or which may become payable in future (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** 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 such Rates and Taxes to the Vendor and shall also pay based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year by the Vendor and/or the Association as the case may be

SECTION V – OTHER COVENANTS

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

- i. **THAT** the Undivided share in the land beneath the building to the said **Flat** and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said **Flat** shall always remain impartible.

- ii. **THE** right of the Purchaser shall remain restricted to the said **Flat** and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the Building.
- iii. **THE** said building constructed at the said Premises /Residential Area shall always be known as “**Tower III in FORT OASIS**”
- iv. The Purchaser shall observe all rules and regulations and maintain the decency of the said Building and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other owners and occupiers of the said Housing Complex and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES)
- v. The Purchaser shall obtain separate electricity meter for the said **Flat** in its/his/her name at his/her/its own cost/expenses and the Vendor shall offer the necessary assistance. The PURCHASERS agree(s) to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.
- vi. The Purchaser further acknowledges that in the event of the Purchaser committing breach of any of the said rules and regulations or failing to make timely payment of the proportionate share of CAM Charges then and in that event the other Unit/Flat owners and/or occupiers of the said Building will independently be entitled to enforce the same against the Purchaser.

SECTION VI - POSSESSION

- 6.1 It is hereby confirmed recorded and declared that the Vendors have put the Purchaser in complete vacant possession of the said Flat (hereinafter

referred to as **POSSESSION DATE**) and the Purchaser acknowledge having received the possession of the said Unit.

6.2 On and from the said Possession Date the Purchaser has agreed that he/she/it shall:

- i. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Flat and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
- ii. Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Vendor and upon formation of the Association to such Association. The Purchaser acknowledges that the obligation of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchaser in making regular and timely payment of such maintenance charges the same likely to adversely affect the rights and interest of other owners and/or occupiers of various other Flat owners in the said building.
- iii. The Vendor and/or the Association as the case may be will estimate every year what it thinks the estimate for providing the services (including insurance) during the year (Maintenance Charges Estimates) and such Maintenance Charges Estimates may be revised during the year and the Purchaser shall have to make payment of such estimated amount on monthly basis in respect of its share (hereinafter referred to as the **MAINTENANCE CHARGES**) the amount so estimated. At the close of the year, if the amount so payable by the Purchaser is less than the Estimated Costs of the whole year then the balance amount will be carried forward and will be adjusted against the Service Charge percentage payable by the Purchaser for the following year and in the event of the same being more than what has been paid by the Purchaser the Purchasers shall forthwith make payment of the same to the Association and/or Vendor as the case may be.

- 6.3 The Purchaser shall cause his/her name to be mutated in the records of the concerned authorities within a period of three months from the date of execution of this Deed.
- 6.3 At or before taking over possession of the said Unit the Purchaser has made payment of various amounts on account of advances and/or deposits as detailed out in the Fourth Schedule of the said Sale Agreement.
- 6.4 **FORMATION OF THE ASSOCIATION** – Subject to the Purchaser cooperating and signing and executing all applications deeds documents and instruments for the purpose of formation of an Association in accordance with the provisions of the West Bengal Flat Ownership Act 1972, the Vendor shall cause to be formed an Association in accordance with the provisions of the West Bengal Flat Ownership Act 1972 within a period of ----- months from the date of execution of this Deed and the Purchaser shall sign and execute all applications papers deeds documents and instruments as may be necessary and/or required and in any event the Vendor as the Constituted Attorney of the Purchaser shall be entitled to sign and execute all such applications papers deeds documents and instruments for and on behalf of the Purchaser for the purpose of formation of the said Association.

SECTION VII – CONTROL OF COMMON PARTS – MAINTENANCE – PAYMENT OF CAM CHARGES

- 7.1** All the common parts and portions as detailed out in the Third Schedule hereunder written shall automatically remain vested in the Association upon its formation in accordance with the provisions of the West Bengal Flat Ownership Act as envisaged under the said Act without any further act deed or thing and till then the Vendors shall hold the same in trust for the Association
- 7.2** The Purchaser shall be liable and agrees to make payment of the proportionate share of Common Area Maintenance (CAM CHARGES) regularly and punctually to the Vendor and/or Association as the case may be
- 7.3** The said CAM Charges will also include an amount equivalent to 15% of such CAM Charges to be paid as and by way of maintenance expenses

(hereinafter referred to as the MAINTENANCE FEE) and the Purchaser shall be liable to make payment of such CAM Charges which will include the said Maintenance Fee month by month and every month without any abatement or deduction on any account whatsoever or howsoever

7.4 **AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows:

- i) The Vendor has put the Purchaser in possession of the said Flat and the Purchaser acknowledges having taking over possession of the said Flat
- ii) The Vendor shall remain responsible for providing common services only for a period of three months from the date of execution of this Deed subject to the Purchaser making payment of the proportionate share of common area maintenance charges which includes a reasonable amount payable to the Vendor for rendering such services (hereinafter referred to as the CAM CHARGES)

7.5 **ADHOC COMMITTEE** – Until formation of the said Association, the Vendor at its discretion may form an Adhoc Committee comprising of three Unit owners (hereinafter referred to as the ADHOC COMMITTEE) to be nominated by the Vendor and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said Building and upon formation of the said Association the said Adhoc Committee shall stand dissolved.

7.6 **FACILITY MANAGEMENT COMPANY** – For the purpose of looking after the common parts and portions and for rendition of common services the Vendor shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Vendor in its absolute discretion may deem fit and proper and in addition to the payment of CAM Charges the Purchasers shall be liable to make payment of the said Management Fee (being 15% of the CAM Charges payable by the Purchaser)

7.7 The Unit Owners and/or the Association shall not be entitled to terminate the appointment of such FMC unless agreed to by all the flat/unit owners in the building and in the event of such FMC is to be substituted with any other FMC the consent of seventy five percent of the units owners in the building will have to be obtained. \

7.8 The said FMC will remain responsible for looking after the common parts and portions and the Purchaser agree not to interfere in the FMC remaining in control of the common parts and portions

- 7.9 **HOLDING ORGANISATION** – Immediately after all the units in the building are sold and transferred the Unit Owners in consultation with the Vendors shall form a Holding Organisation which may be a Syndicate and/or limited company and/or limited liability partnership or such other entity with such rules and regulations as the Vendors may decide
- 7.10 The Purchaser agree to become members of such Holding Organisation and upon formation of such Holding Organisation the said Holding Organisation shall take control of all common parts and portions and shall remain liable for rendition of common services subject to the Unit Owners making payment of the CAM Charges
- 7.11 The Holding Organisation shall be entitled to frame such rules and regulations as may be necessary and/or required from time to time regarding user of the common parts and the Purchaser hereby agree to abide by the same
- 7.12 In order to become a member of the said Holding Organisation the Purchaser agrees to sign and execute all papers application and other documents as may be necessary and/or required and in the event of the Purchaser failing to sign such papers and/or applications the Vendor as the constituted attorney of the Purchaser shall be entitled to sign and execute the same on behalf of the Purchaser and the same shall be binding on the Purchaser.

SECTION VIII – ROOF AND OTHER AREAS

- 8.1 It is hereby made expressly clear and agreed that the ultimate Roof of the building whereon various installations such as water tank, lift roof, dish antennae and other utilities are installed shall be deemed to be the Roof of the said building (hereinafter referred to as the ROOF)
- 8.2 The Purchaser shall have the limited right of access to the said roof for the purpose of carrying out repairs and/or replacements of the said installations and hereby confirm that he/she/it not have any right over and in respect of any open terraces, balconies and verandahs and in any event waive and disclaim all rights over and in respect thereof.
- 8.3 **PENT HOUSE** – In those cases where the Allottee has agreed to acquire a Pent House , such allottee shall be entitled to the Pent House and also the exclusive right of use of the Terrace forming part of the said Pent House which will include a part of the roof attached to the said Penthouse and

the same shall form an integral part of the said Pent House without any right on the part of any other person whomsoever.

THE FIRST SCHEDULE ABOVE REFERRED TO

(PREMISES)

SET OUT

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE APARTMENT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT the Apartment No. ----- on the ----- floor of the new building containing by estimation a chargeable/covered area of -----sq. ft. equivalent to ----- sq. ft. (super built-up area) (be the same a little more or less) TOGETHER WITH ----- covered/open car parking space/s TOGETHER WITH the proportionate share in all common parts portions areas and facilities to comprise in the said New Building and/or Housing Complex (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written) AND TOGETHER WITH the undivided proportionate share in the land comprised in the said Premises allocable and/or attributable thereto (situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon)

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PARTS AND PORTIONS)

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the Properties to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the Properties.

4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the Properties.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls of the Properties including outer side of the walls of the building and main gates.
7. Water pump and motor with installation and room therefore.
8. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the Properties.
11. Generator its installations and its allied accessories and room.
12. Lifts, Lift wells and their accessories installations and spaces required therefore.
13. Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said Properties and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for Developer and/or the Holding Organization.

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 for electricity water and soil from and to any part (other than the said Flat) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Flat 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 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 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 for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for 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 Building.
5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Flat for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/ overhead Reservoir, firefighting equipment as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges of the Purchaser to be enjoyed along with other co-occupiers.

- i. 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 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 holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the FOURTH SCHEDULE HERETO.

- ii. The right of access and passage in common with the Holding Organization and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tubewell, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Premises.
- iii. 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 with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and 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 free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Said Flat by or from all parts of the Building so far, they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Flat through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Flat and for all purposes whatsoever.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(RULES/RESTRICTIONS)

On and from the Possession Date the Purchaser as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Purchasers and/or co-Purchasers and the Developer in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Developer and upon formation of the Association by such Association as the case may be.
- c) TO ALLOW the Developer and/or their authorized representative and upon formation of the Association the representatives of such

Association to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.

- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Seventh Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer and upon formation of the Association to such Association.
- e) TO DEPOSIT the amounts reasonably required with the Developer and upon formation of the association with such Association towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Flat wholly and proportionately relating to the common parts.
- g) To use the said Flat for residential purposes only and for no other purpose whatsoever or howsoever
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Flat
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Flat
- j) To keep the said Flat in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Flat

The Purchasers hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and

notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Flat.

- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Flat any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Flat save and except at the places, which have been specified in the said Flat for such installation.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Flat which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Flat or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done

- into or upon the said Flat or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- l) NOT to keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said residential complex
 - m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
 - n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
 - o) NOT TO damage or demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings and fixtures affixed thereto.
 - p) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Developer /Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer /Association may affect the elevation in respect of the exterior walls of the said building.
 - q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Developer and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Developer / Architect / Association.
 - r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part

of the said building or cause increased premium to be payable in respect thereof if the building is insured.

- s) NOT TO make in the said Flat any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Developer /ASSOCIATION and / or any concerned authority.
- t) THE Purchaser shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities to be provided by the Developer to the Purchaser and also the other owners of the units in the said Premises at their cost.
- u) NOT TO use the said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Developer/ASSOCIATION.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Developer and upon appointment of the ASSOCIATION by such ASSOCIATION.

y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.

z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

aa) In the event of non-payment of such services and maintenance charges the Purchasers shall be liable to pay interest at the rate of 15% per annum to the Developer and upon appointment of the ASSOCIATION to such ASSOCIATION and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that event without prejudice to any other rights which the Developer and or ASSOCIATION shall be entitled to and the Purchaser hereby consents:

1. To discontinue the supply of electricity.
2. To discontinue / disconnect the supply of water.
3. To withhold the services of lifts to the Purchasers and the members of their families and visitors and the same shall not be restored until such time the Purchasers having made full payment of the amounts due with interest at the aforesaid rate.
4. To discontinue the facility of DG power back-up.

bb) In the event of non-payment of any of the amounts payable by the Purchaser to the Developer/Association, the Developer/Association as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

CAR PARKING:

a. It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Purchaser shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Purchasers shall be entitled to use or cause to be used the car parking space allotted to him/her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.

- b. Parking of Car will be permitted only if specifically allotted. The said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- c. THE Purchasers shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s)
- d. THE Purchasers shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s)
- e. IN the event of the Purchasers washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event, it will be obligatory on the part of the Purchasers to clean up the entire space.
- f. THE Purchasers shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.
- g. NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- h. TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the ASSOCIATION.
- i. MUST NOT let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Unit to anyone else excepting to a person who owns a Unit in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO
(MAINTENANCE CHARGES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Developer/Association) be necessary and in a proper and workmanlike

manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.

- 3.** Keeping the gardens and grounds of the property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
- 4.** Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
- 5.** Maintenance and operating charges to be paid for mechanical parking and also for charging points provided for electric vehicles.
- 6.** Paying a fair proportion of the cost of clearing repairing reinstating any drains and sewers forming part of the property.
- 7.** Paying such workers as may be necessary in connection with the upkeep of the property.
- 8.** Insuring any risks.
- 9.** Cleaning as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
- 10.** The proportionate share for upkeep maintaining and carrying out all repairs and/or renovations into or upon the said mechanical car park.
- 11.** Cleaning as necessary of the areas forming parts of the property.
- 12.** Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
- 13.** Maintaining and operating the lifts.
- 14.** Providing and arranging for the emptying receptacles for rubbish.
- 15.** Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any Flat.
- 16.** 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 lessee of any Flat.

17. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Flat.
18. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
19. 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 the responsibility of the owner/occupier of any Flat.
20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Association is reasonable to provide.
22. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
23. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association for of the owners of the Units and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.

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 VENDOR

At Kolkata in the presence of

SIGNED AND DELIVERED BY THE PURCHASER

At Kolkata in the presence of