

THIS INDENTURE OF CONVEYANCE made this the \_\_\_\_\_ day of \_\_\_\_\_

**TWO THOUSAND AND NINETEEN BETWEEN MAHAKOSH PROPERTY DEVELOPERS (PAN No. AALFM2803N)** a partnership firm having its registered office situated at Rahul Apartment, 1<sup>st</sup> floor, 24/24 Ansari Road, New Delhi 110 002 and carrying on business at No.2G Neelamber Building, 28B Shakespeare Sarani, Kolkata 700 017 P.S.- Shakespeare Sarani, represented by Shri Omprakash Mahawar son of Late Suraj Bhan Mahawar having been duly authorized by the partners of Mahakosh Property Developers 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 **FIRST PART AND RUCHI REALTY HOLDINGS LTD (PAN No. AADCR7664R)** a company within the meaning of the Companies Act 1956 having its registered office situated at No. 610 Tulsiani Chambers, Nariman Point, Mumbai 400 021 and its Office at 54/10 Debendra Chandra Dey Road, Kolkata 700 015 P.S. – Tangra represented by Sri Shivam Asthana son of Sri Vijay Kumar Asthana working for gain at 54/10 Debendra Chandra Dey Road, Kolkata 700 015 hereinafter referred to as the **DEVELOPER** (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 assigns) of the **SECOND PART AND MR. \_\_\_\_\_** .

\_\_\_\_\_ ) son of \_\_\_\_\_ , “Kapish \_\_\_\_\_ ”, \_\_\_\_\_ Road, \_\_\_\_\_ , Pin- 700 005, Dist- \_\_\_\_\_ , P.S. \_\_\_\_\_ West Bengal 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 his/her/their heirs, legal representatives, executors, administrators and assigns) of the **THIRD PART**

**WHEREAS:**

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- A) By a registered Deed of Conveyance dated 31<sup>st</sup> December 2004 made between Tyre Corporation of India Limited therein referred to as the Vendor of the One Part and Mahakosh Property Developers the Vendor herein therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances, Kolkata in Book No.I Volume No. I Pages 1 to 39 Being No. 00003 for the year 2005 the said Tyre Corporation of India Limited for the consideration therein mentioned sold transferred and conveyed unto and in favour of the Vendor herein **FIRSTLY ALL THAT Municipal Premises No. 4 Paymental Garden Lane** **SECONDLY ALL THAT the Municipal Premises No. 6 Paymental Garden Lane** **THIRDLY ALL THAT the Municipal Premises No. 8 Paymental Garden Lane** **FOURTHLY ALL THAT the Municipal Premises No. 54/10 Debendra Chandra Dey Road** **FIFTHLY ALL that the Municipal Premises No. 54/10/1 Debendra Chandra Dey Road** **SIXTHLY ALL THAT Municipal Premises No. 12 Chingrighata Lane** **SEVENTHLY ALL THAT Municipal Premises No. 13 Chingrighata Lane** **EIGHTLY ALL THAT the Municipal Premises No. 14 Chingrighata Lane** **NINTHLY ALL THAT the Municipal Premises No. 15 Chingrighata Lane, Kolkata (PROPERTIES)**
- B) All the aforesaid premises have since been amalgamated and the same has now been numbered as Municipal Premises No. 54/10 Debendra Chandra Lane, Kolkata 700 015 (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **PREMISES**)
- C) The vendor has transferred by gift a part of the said premises ad-measuring about 19 Cottahs 1 chittacs 40.16 sq.ft unto and in favour of Kolkata Municipal Corporation for widening of Road and has remained and continues to remain as the owner of the rest of the said premises.
- D) The Vendor had acquired the aforesaid Properties and/or the said Premises for the purpose of undertaking development thereof and as such the Vendor and the Developer had entered into a joint venture agreement dated 31<sup>st</sup> March 2008 (hereinafter referred to as the **JV AGREEMENT**) for undertaking development of the said Premises for the consideration and on the terms and conditions contained and recorded in the said JV Agreement.
- E) By and under the said JV Agreement it has been expressly agreed that the Developer shall be entitled to:
- i) cause a map or plan to be sanctioned by the authorities concerned in the name of the Vendor
  - ii) obtain all permissions approvals consents and/or sanctions as may be necessary and/or required for the purpose of undertaking development of the said premises
  - iii) enter into agreement for sale and transfer of the various flats units apartments constructed spaces and car parking spaces in its own name

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- iv) to receive realise and collect the sale proceeds and other amounts consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces in its own name and to grant effectual receipts and/or discharges therefor
- F) In pursuance to the said JV Agreement and in furtherance thereof the Developer had caused a map or plan to be sanctioned by the authorities concerned in the name of the Vendor **including the modified Plan** (hereinafter referred to as the said PLAN) whereby the Developer became entitled to construct erect and complete 7(seven) Towers and/or new buildings to comprise of various flats units apartments constructed spaces and car parking spaces to be ultimately held and/or owned by various intending purchasers on ownership basis
- G) By and under the said Plan 6 (Towers) have been reserved for residential purposes (hereinafter referred to as the RESIDENTIAL AREA) and the remaining 1 (one) tower has been reserved for commercial purposes to comprise of various office towers, showroom shop rooms and constructed residential spaces (hereinafter referred to as the COMMERCIAL AREA)
- H) The said Residential Area and the said Commercial Area as far as practicable are to remain independent and autonomous of each other but there are certain common facilities and/or amenities which are to remain common for both the said residential area and commercial area as hereinafter stated
- I) By an agreement dated \_\_\_\_\_ of \_\_\_\_\_ entered into between the parties hereto, the Developer agreed to sell and transfer and the Purchaser agreed to purchase and acquire on ownership basis ALL THAT the Flat/Unit No " " on the \_\_\_\_\_<sup>nd</sup> floor of the said New Building being Tower No. \_\_\_\_\_ commonly known as ' \_\_\_\_\_ ' containing by admeasurement an area of \_\_\_\_\_ sq. ft. of super built up area (be the same a little more or less) including TOGETHER WITH Servants Room as specified being No. SQ- \_\_\_\_\_ and TOGETHER WITH \_\_\_\_\_ Car Parking Space in the ground floor of the said new building TOGETHER WITH the proportionate share or interest in all common parts portions areas and facilities and amenities (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) AND TOGETHER WITH the undivided proportionate share in the land comprised underneath THE SAID BUILDING and attributable thereto (more fully and particularly described in the **THIRD SCHEDULE** hereunder written and hereinafter referred to as the said FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO ) forming part of the Residential Area for the consideration and on the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the said SALE AGREEMENT.
- J) The Developer has since constructed erected and completed the said New Building and/or Tower in which the said Flat/Unit is situated in accordance with the said Plan and the Purchaser in his/her turn has from time to time has made full payment of the amount of consideration (hereinafter referred to as the PURCHASE PRICE) and has

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and every part thereof doth hereby acquit release and discharge the Purchaser and also the Said Flat/ Unit hereby intended to be sold and transferred) the Developer with the consent and concurrence of the Vendor do hereby sell transfer convey assure and assign **FIRSTLY ALL THAT the Flat/Unit No " " on the <sup>nd</sup> floor of the said New Building being Tower No. commonly known as** forming part of the said Residential Area containing by admeasurement an area of sq.ft. (Super built up area) (hereinafter referred to as the said FLAT/UNIT) **AND SECONDLY THAT** One open Car parking space No. on the Ground floor of the said New Building/Tower No. (hereinafter referred to as the said Car Parking Space ) **AND THIRDLY ALL THAT** the proportionate share or interest into or upon all common part portions areas facilities and/or utilities comprised in the said housing complex (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND FOURTHLY ALL THAT** the undivided impartible proportionate share in the land below and underneath the said building/Tower No.6 attributable to the said Flat/Unit and (hereinafter referred to as the **UNDIVIDED SHARE**) unto and in favour of the Purchaser (the said Flat/Unit the said Car Parking Space and the said undivided share (s) are hereinafter collectively referred to as **THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO** more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written ) and the Vendor doth hereby release relinquish and disclaim all its right title interest claim or demand into or upon the said Flat and the Properties Appurtenant Thereto unto and to the Purchaser **TO HAVE AND TO HOLD** the said FLAT/UNIT and the properties appurtenant thereto absolutely and forever free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas installations and facilities in common with the Vendor, Developer, the co-Purchaser and the owners and other lawful occupants of the said new building **SUBJECT TO** the payment of the proportionate share of 'maintenance and/or services charges' **EXCEPTING AND RESERVING** such rights easements quasi-easements privileges reserved for the Vendor/Developer and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Unit And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO** hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser **SUBJECT TO** the restrictions and/or Rules regarding the user of the said FLAT/UNIT (more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** hereunder written) **AND ALSO SUBJECT TO** the Purchaser making payment of the maintenance services charges and other charges payable in respect of the Said Unit And the Properties Appurtenant thereto to the Vendor and upon formation of

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Holding Organisation and/or appointment of Facility Manager to such Holding Organisation and/or Facility Manager (hereinafter referred to as 'SERVICE COMPANY') (more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written to the SERVICE COMPANY).

**II. AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES hereto as follows**

- i) That the right of the Purchaser shall remain restricted to the said Flat/Unit
- ii) That the Undivided Share appurtenant to said Unit/Flat shall always remain impartible and indivisible
- iii) That the Purchaser shall regularly and punctually make payment of the maintenance charges and other outgoings wholly in respect of the said Flat/Unit and proportionately for the common parts and portions to the Developer and upon formation of the Holding Organisation and/or appointment of the Facility Manager to such Holding Organisation and/or Facility Manager as the case may be .
- iv) That the Vendor and/or the Developer has reserved for themselves for permitting and/or allowing the use of the entrances and/or passageways and/or common passages forming part of the said housing complex to any other person and/or persons in occupation of the neighbouring and/or contiguous premises to be developed and/or acquired by the Vendor and/or Developer either in their own names or in the name of their associates and/or affiliates and/or sister concerns and the Purchaser hereby consents to the same.
- v) The Purchaser acknowledges that the Housing Complex has several towers and the Vendor and the Developer shall be entitled to proceed with the work of construction erection and completion of the remaining towers which are to form part of the Residential Area/Commercial Area and the Purchaser or any person claiming through him/her/it shall not raise any objection nor do any act deed or thing which may prevent the Vendor and/or the Developer from proceeding with the work of construction of the said remaining towers and upon completion of the said remaining towers all the owners and/or occupiers of the said remaining towers shall be entitled to make use of the common parts and portions and/or avail of all the common facilities available and/or reserved in the said Housing Complex .

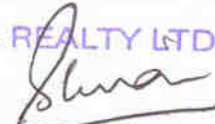
**III. AND THE VENDOR and the DEVELOPER and each one of them hereby covenant with the Purchaser as follows:**

- (a) THAT notwithstanding any act deed matter or thing whatsoever by the Vendors done or executed or knowingly suffered to the contrary the Vendor/Developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Flat/Unit And The Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part

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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/Developer now have in themselves good right full power and absolute authority to grant convey transfer sell and assign the Said Flat/Unit And The Properties Appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.
- (c) THAT the said Flat/Unit And The Properties Appurtenant thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispensens debuttar or trust made or suffered by the Vendor and/or Developer or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor and/or the Developer.
- (d) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat/Unit And The Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor and/or the Developer 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 and/or Developer or any person or persons lawfully or equitably claiming as aforesaid.
- (f) AND FURTHER THAT the Vendor and the Developer and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat/Unit And The Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor and/or Developer 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 be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Flat/Unit And the Properties Appurtenant thereto 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 and/or the Developer have not at any time heretofore done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the Said Flat/Unit and the properties Appurtenant thereto hereby sold 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 the Vendor and the Developer doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to his/her their

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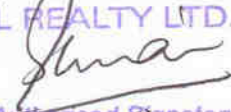
attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also the said Flat/Unit and the properties appurtenant thereto and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

IV. And the purchaser shall to the end and intent that the obligations and covenants hereinafter contained shall at all times hereafter run with the ownership and possession of the said flat/unit and the properties appurtenant thereto hereby conveyed hereby covenant the vendor and the developer as follows:

- (a) THAT the Purchaser and all other persons deriving title under these presents it shall and will at all times hereafter shall observe the restrictions/ Rules regarding the user set forth in the SEVENTH SCHEDULE hereunder written.
- (b) THAT the Purchaser shall at all times hereafter (from the date of NOTICE OF possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied Building tax, Water Tax, Urban land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the Said Unit and Proportionately for the new Building as a whole and for the common parts and portions.
- (c) THE Purchaser shall within six months from the date of execution of these presents shall apply to for obtaining mutation of his/her/their/its name as the owner of the Said Unit from the Kolkata Municipal Corporation and shall also obtain separate assessment of the Said Unit and so long the Said Unit is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, Complex such amount to be determined in its absolute discretion by the Developer and upon formation of the Association by such Association/Society/Service Company.
- (d) To make payment of the amount which may become due and payable on account of Service Tax

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

- (a) THAT the Undivided share in the land underneath the building/ Complex comprised in the Said Premises hereby sold and transferred and attributable to the Said Unit shall always remain indivisible and impartible.
- (b) The right of the Purchaser shall remain restricted to the Said Unit and it is hereby expressly agreed that the roof/ terrace and other open spaces of the Said new Building(s) shall be the absolute property of the Vendor and/or Developer and/or the respective Owners to whom the roof/ terrace and other open spaces has been allotted

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and the Purchaser or any person claiming through them shall not have any right or claim in respect thereof.

- (c) The seller/vendor shall be entitled to all future vertical exploitation of buildings and the said premises by way of additional construction or otherwise as per law.
- (d) At or before entering into these presents the Purchaser has made himself aware that the said New Building be a residential and /or commercial building and the Purchaser agrees to maintain the decency of the said NEW BUILDING and shall not do any act deed of thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said new building(s)/ complex.
- (e) The Purchaser shall at his/her/their own cost immediately after the execution of this Deed apply to CESC for obtaining a separate electric meter at the cost of Purchaser and until such separate meter is obtained the Vendors shall temporarily provide a Sub Meter and the Purchaser shall regularly and punctually make payment of the electricity charges.
- (f) The Purchaser hereby acknowledges that the House Rules (more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) is a covenant running with the land and binding on all the owners and/or occupiers including the Purchaser and is for the benefit of all the occupants of the said new buildings and taking into account that such House Rules is for the benefit of all the occupants the Purchaser agrees not to contravene and violate any of the terms and conditions of the House Rules and agrees to abide by the same.
- (g) The Purchaser accepts the said House Rules (more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) since it is necessary for community living.

VI. AND THE PURCHASER DO HEREBY FURTHER AGREE AND COVENANT WITH THE DEVELOPER AND THE VENDOR as follows:

- a) Until the formation of the Holding Organisation/ association/ Society which may include a Service Company the Vendors or any person authorised by the Developer shall continue to provide maintenance and services for the common parts and portions SUBJECT HOWEVER to the Purchaser regularly and punctually making payment of the maintenance and service charges more fully and particularly mentioned and described in the EIGHTH SCHEDULE hereunder written.
- b) Until such time the said Holding Organisation is formed and/or incorporated by the Developer, the Developer shall be entitled to hold all the common parts and portions and shall be responsible for rendition of common services and the Purchaser acknowledges that timely payment of the maintenance charges is a must in as much as non payment thereof is likely to adversely affect the other owners and/or occupiers and as such in the event of non payment of such maintenance charges the amounts remaining in arrears will carry interest at the rate of 15% per annum and if such default shall continue for a period of more than thirty days then and in that event the amount in arrears will be a lien on the flat/unit owned by the Purchaser and if such

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default shall continue for a period of more than 90 days then and in that event for the purpose of protecting the interest of the other Flatowners the Developer and/or Holding Organisation as the case may be shall be entitled to:

- a) discontinue the use of common services.
- b) discontinue the supply of water
- c) prevent use of the lifts

and such services shall not be restored until all the amounts together with interest shall be fully paid and the Purchaser hereby consent to the same.

- ii) The Developer alone shall be entitled and the Purchaser hereby authorise the Developer to form the Holding Organisation/ Association/Society and/or Service Company with such rules and regulations as the Developer in its absolute discretion shall think fit and proper and the Purchaser hereby further commits himself/ herself/ themselves to become a member(s) of the said Holding Organisation and to abide by the rules and regulations as may be framed from time to time.
- iii) The Purchaser acknowledges that it is necessary for the proper maintenance of the common parts and portions and also for rendition of common services and as such the Vendor shall be entitled to appoint any person for maintenance of the common parts and portions and for rendition of common services and such person may be a Maintenance Company and/or Syndicate and the Purchaser agrees that he/she/it will abide by all the terms and conditions which may be framed from time to time by such Maintenance Company and/or Syndicate appointed by the Vendor and shall also regularly and punctually make payment of the proportionate share of maintenance charges plus 15% and such amount which may be agreed with maintaining company in writing over and above thereof as the service cost to such Maintenance Company and/or Syndicate appointed by the Vendor.
- iv) The right of the Purchaser shall remain restricted to the said Unit and the said Car Parking Space(s) and in no event the Purchaser or any person claiming through these presents shall be entitled to stretch or expand his/her/their its claims over and in respect of the other parts of the building AND the Purchaser hereby further covenants and assures that it shall not interfere with the rights of the Vendor in selling transferring making out or letting out the remaining unsold Units/ Flats comprised in the new buildings and to carry out repairs renovations and improvements in the said new building.
- v) The Club facilities which are situated in the complex has been expressly reserved and/or intended for the use of persons in occupation of the various flats units apartments constructed spaces forming part of the said housing complex.
- vi) The Purchaser shall become a member of the said Club and shall be entitled to avail and/or enjoy the club facilities and shall also be liable and agrees to regularly and punctually make payment of the monthly and/or periodical subscription which may be required to be paid for the purpose of use and enjoyment of the said Club facilities and shall also abide by the rules and

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regulations which may be framed from time to time regarding user of the club facilities

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(DEFINITIONS)**

(In these presents unless it is repugnant to or inconsistent with the context following expressions shall have the following meanings) :

- a) ARCHITECT shall mean the Architect for the time being appointed by the Developer as the Architect of the building.
- b) COMMON PORTIONS, FACILITIES AND AMENITIES shall mean and include all areas and utilities in the Residential Area which have not been specifically allotted or sold and shall be common for all the flats/unit holders as will be finally determined by the Vendor / Developer and all its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne by the Purchasers of each individual Flat/Unit in the Residential Area proportionately. All the areas and spaces which shall be earmarked or occupied or used for the purpose of special amenities more particularly described in the FOURTH SCHEDULE hereunder written, shall not form part of the common portion, facilities and amenities. The common portion, facilities and amenities shall be at 3 levels.

**Level 1** shall be those services which are common to all the Buildings/Towers and collectively called the General Common Facilities which shall include the sewerage treatment plant, water filter plant, common generators, electric sub-station/ transformers and installations, garbage disposal system, roads, installations, sewerage, security arrangements, water pumps, pump room, water reservoir, streetlights, tube-wells, distribution pipes, all drainage and sewerage lines, rain water harvesting system, gardens, lawns, open spaces (unless otherwise reserved or allotted as part of any unit), garbage disposal equipment and systems, landscaping elements in the garden and lawn, fire fighting and protection system, children's playing area, fences, hedges, boundary walls, gates etc. and any other construction and the same will also be available or be provided to such other areas which are in support of the Residential Area.


**Level 2** shall be those services which are common to all the Buildings/ Blocks collectively called Specific Common Facilities which shall include the Club Zone including the swimming pool, gymnasium, splash pool for kids, steam bath, indoor badminton hall cum Banquet Hall, Squash Court, TT, Carrom Card Room, Yoga cum mediation room, crèche and play school, library, tennis court, jogging track, children's play area, putting green for golfers and other facilities provided therein. The Flat/Unit holders in all the blocks in the residential area will be entitled for the use of such facilities on rules, regulations and specific charges as may be decided by the Developer and such facilities are intended for the use of the residents of the Residential area only.

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**Level 3** shall consist of Limited Common Utilities which are common to Flats/Units in any particular Building/Block including the entrance lobby and lobbies, passages on each floor of the particular Building/Block, the staircases from the ground floor up to the roof of the Building/Block, elevators and the equipment in connection with installation of the elevators including the wells and rooms, intercom system, dedicated communication system for telephone, water pump, pump room, water reservoir, over-head water tank, tube-well, all distribution pipes from the over-head water tank to the different Flat/Units and from the water reservoir to the over-head tank, electrical wirings and fittings and fixtures for lighting the staircase, all the other common areas, water pump and motor, all common electrical mains, the main switch and meter room, caretaker's room, common toilets, generator room and Generator/Generators in the Building/Blocks outer walls of the Building/Block, but excluding the roof attached to the pent house. Only the Flat/Unit purchaser of each particular building/block shall have a proportionate undivided share in the limited common utilities and shall share the common expenses thereof.

Unless otherwise indicated the common facilities in level 1 General Common Facilities, and level 2 Specific Common Facilities shall be and be deemed to be common for purchasers of all the buildings /blocks in the residential area and such common facilities shall be subject to modification and alteration due to technical or statutory reasons at the absolute discretion of the Developer.

- c) COMMON PURPOSES shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the common portions and the purposes of regulating mutual rights and obligations of the purchasers and/or occupants of the respective units /flats and all other common purposes or matters in which the purchasers and/occupants have common interest relating to each of the Buildings/Towers and the entire Residential Area as a whole.
- d) CAR PARKING SPACE shall mean the Covered/ Open Space within the Residential Area earmarked by the Developer for parking of a motor car and the said Car Parking Space will be allocated and identified by the Developer, subject to availability, as far as practicable, nearest to the Block where the said Flat/Unit is situated and such allotment made by the Developer shall be final and binding.
- e) CLUB HOUSE shall mean the Club House to be provided by the Developer in the Residential Area for the benefit of all the unit owners and/or occupiers of the Residential Area subject to each of the unit owner making payment of the proportionate amount for availing such club facilities
- f) COMMERCIAL AREA shall mean one tower being Tower No.7 to comprise of various office blocks, units, showrooms , residential , showrooms and constructed spaces to be ultimately owned by various persons on ownership basis
- g) FACILITY MANAGER shall mean such person and/or persons and/or partnership company and/or private limited company who may be appointed by the Developer on such terms and conditions as the Developer deems fit and proper for undertaking

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maintenance of the common parts areas, portions, facilities and amenities and for rendition of common services.

- h) HOLDING ORGANISATION/MAINTENANCE COMPANY shall mean the company/association/society that may be formed or promoted by the Developer for the common purposes, maintenance and upkeep of the Residential Area.
- i) HOUSING COMPLEX shall mean the Seven towers and/or new buildings to be constructed erected and completed at the said Premises ACTIVE ACRES.
- j) LAND APPURTENANT shall mean in as much as there are to be several blocks and/or buildings which are to be independent of each other, the Developer shall allocate the Land Appurtenant for each Block and/or Building as the Developer in its absolute discretion shall deem fit and proper. However each of the several independent blocks/buildings shall always remain an integral part of the Residential Area.
- k) PLAN shall mean the plan already sanctioned in the name of the Vendor by the authorities concerned whereby sanction has been granted for construction of 7 (seven) towers out of which 6 (towers) have been sanctioned for residential purposes (RESIDENTIAL AREA) and one tower has been sanctioned for commercial purposes (COMMERCIAL AREA) and the expression PLAN shall mean and include all modifications and/or alterations made and/or permitted to be made by the authorities concerned to the said Plan
- l) PREMISES shall mean ALL THAT the Municipal Premises No. 54/10 D.C. Dey Road, Kolkata 700 015 (more fully and particularly mentioned and described in the FIRST SCHEDULE).
- m) PURCHASER shall mean the said **MR.** and shall include his/her heirs, legal representatives, executors, administrators and assigns
- n) RESIDENTIAL AREA shall mean the 6 (six) Towers/Buildings being Tower No.1 named as Angelica , Tower No.2 named as Daffodil, Tower No.3 named as Magnolia, Tower No.4 named as Maple, Tower No.5 named as Olive and Tower No.6 named as Veronica each Tower to comprise of various self contained flats units apartments constructed spaces and car parking spaces to be ultimately owned by various persons on ownership basis .
- o) TOWER/BUILDING shall mean the new building to be constructed at the said Premises in accordance with the plan sanctioned by the Kolkata Municipal Corporation .
- p) SUPER BUILT UP AREA shall mean the total built up area of the Flat/Unit and including the proportionate share in the common parts, portions, areas, or facilities and amenities comprised in the said Residential Area and the aggregate of the same shall be the super built up area of the Flat/Unit. Such proportionate share will be determined by the Architect in its absolute discretion and the decision of the Architect shall be final and binding on the parties.

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- q) DEVELOPER shall mean the said **RUCHI REALTY HOLDINGS LTD** and shall include its successor and/or successors in office/interest and assigns
- r) UNDIVIDED SHARE shall mean the proportionate impartible undivided share in the part of the land forming part of the Residential Area and allocated to the said Building/Tower No.6 comprised in the said Premises/Residential Area and shall be determined by the Developer at the time of execution of the Deed of Conveyance and for the purpose of determination thereof the land underneath the said Building/Tower No.6 will be taken into account without any right of the Purchaser over and in respect of other spaces and parts and portions.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SAID PREMISES)**

ALL THAT various pieces and parcel of land TOGETHER WITH the structures situated thereon belonging to containing by admeasurement an area of 973 cottahs (approx) (equivalent to 48 Bighas 12 cottahs 12 chittacks and 32 sq.ft.) and (be the same a little more or less) situate lying at and being Municipal Premises No. 54/10 D.C. Dey Road, Kolkata 700 015 Ward No. 58 P. S. Tangra Sub Registration Office Sealdah District Registration Office – Alipore within the limits of Kolkata Municipal Corporation and butted and bounded in the manner following, that is to say :

On the North: Debendra Chandra Dey Road  
 On the East: Chingrighata Lane  
 On the South: Premises No. 54/10 Debendra Chandra Dey Road  
 On the West : Prabhu Ram Sarkar Lane

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO)**

ALL THAT the Flat/Unit No " " on the <sup>nd</sup> floor of the said New Building being Tower No.6 commonly known as VERONICA containing by admeasurement an area of sq. ft. of super built up area (be the same a little more or less) including TOGETHER WITH Servants Room as specified being No. SQ- TOGETHER WITH Car Parking Space in the ground floor of the said new building TOGETHER WITH the proportionate share or interest in all common parts portions areas and facilities and amenities (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 and attributable thereto

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

Special amenities to be provided in the Complex by the Developer. Details of special amenities to be provided by the Developer such as Club House including the swimming pool, gymnasium, splash pool for kids, steam bath, indoor badminton hall cum Banquet Hall, Squash

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Court, TT, Carrom Card Room, Yoga cum mediation room, crèche and play school, library, tennis court, jogging track, cycling track, children's play area, putting green for golfers and other facilities provided therein

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

(The undermentioned rights easements and quasi easements privileges shall be reserved for the Vendor/Developer and/or the Society and/or the Association of Co-Owners and/or the Service Company of the New Building

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the New Building(s) as aforesaid for the ownership and use of common part or parts of the New Building(s) including its installations staircases open space(s) in ground floor covered space(s) electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said Unit(s)) of the other part or parts of the New Building(s) through pipes, drains, wires, conduits lying or being under through or over the Said Unit(s) so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the New Building(s) for all purposes whatsoever.
3. The right of protection for other portion or portions of the New Building(s) by all parts of the Said Unit(s) 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 Unit(s) or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building(s).
4. The right by the Vendor and/or occupier or occupiers of other part or parts of the New Building(s) for the purpose of ingress and egress to and from such other Part or parts of the New Building(s), the front entrances staircase, electrical installation open and covered space(s) and other common passages or paths of the New Building(s).
5. The right of the Vendor/ Service/Maintenance Company or its authorised agents) with or without workmen and necessary materials to enter from time to time upon the Said Unit(s) for the purpose of repairing so far as may be necessary such pipes drains wires and conduit under ground/ overhead Reservoir, fire fighting equipment as aforesaid PROVIDED ALWAYS the Vendor and other person or persons shall give to the Purchaser twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit(s) or therewith usually held used occupied or enjoyed or

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reputed or know as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Vendor the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Fourth Schedule hereto.

2. The right of access and passage in common with the Vendor and/or the co-owners and occupiers of the Building(s) 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 common areas installations and facilities in the New Building(s) and the Said Premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit(s) with or without vehicles over and along the drive-ways and pathways 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 Vendor and the Society/Service Company along such driveway and pathways as aforesaid.
4. The right of support shelter and protection of the Said Unit(s) by or from all parts of the New Building(s) so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit(s) through pipes drains wires and conduits lying or being in under through or over the New Building(s) and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Unit(s) and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the New Building(s) and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Unit(s) in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Owners and occupiers of the other units and portion of the Building(s).

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(HOUSE RULES)**

As from the date of NOTICE OF possession of the said unit the Purchaser agrees and covenants:

- a) TO CO-OPERATE with the other co-purchasers and the Developer/Facility Manager/Holding Organisation in the management and maintenance of the said Building and/or Blocks and the Common Parts, Portions, Facilities and Amenities in the entire Complex.

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- b) TO OBSERVE the rules framed from time to time by the Developer, Facility Manager and, upon formation, by the Holding Organisation for the quiet and peaceful enjoyment of the said Building/Blocks as a decent building and all the Common Parts, Portion, Facilities and Amenities in the entire Complex.
- c) TO ALLOW the Developer/Facility Manager/Holding Organisation with or without workmen to enter into the said Flat/Unit for the purpose of maintenance and repairs of the said Flat/Unit and/or the Portions/ Flats / Units above, below and adjacent to the said Flat/Unit and for leaving / delivering notice to the said Purchaser/Occupier of the said Flat/Unit.
- d) TO PAY and bear the maintenance charges and common expenses and other outgoings and expenses since the date of notice of possession and also the rates and taxes for and/or in respect of the said Flat/Unit including those mentioned in the SEVENTH SCHEDULE hereunder written proportionately for the Building/Block and/or Common Parts/ Areas, Facilities and Amenities in the entire Complex and wholly for the said Flat/Unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer/ Facility Manager and to the Holding Organisation upon its formation. Such amount shall be deemed to be due and payable on and from the date of notice of possession whether actual possession of the said Unit has been taken or not by the Purchaser.
- e) TO DEPOSIT the amounts reasonably required with the Developer and upon the formation with the Holding Organization as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Flat/Unit wholly and proportionately relating to the Common Parts, Portions, Facilities and Amenities in the Complex.
- g) NOT TO sub-divide the said Flat/Unit/Open space, if attached to the Flat/Unit and/or the Car Parking space or any portion thereof, if allotted.
- h) NOT TO do any act deed or thing or obstruct the construction and completion of the said Building/Block or the several Buildings/Towers and Common Facilities, Amenities and Common Portion in the entire Complex in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Flat/Unit.
- i) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Building/Block and/or any part or portion of the Complex.
- j) NOT TO store or bring and allow to be stored and brought in the said Flat/Unit any goods or materials of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Building/ Block or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- k) NOT TO hang from or 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/Block or any part thereof.

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- l) NOT TO fix or install airconditioners in the said Flat/Unit save and except at the places which have been specified in the said Flat/Unit for such installation.
- m) NOT TO do or cause anything to be done in or around the said Flat/Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat/Unit or adjacent to the said Flat/Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- n) NOT TO damage or demolish or cause to be damaged or demolished the said Flat/Unit or any part thereof or the fittings and fixtures affixed thereto.
- o) 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 of the said Flat/Unit which in the opinion of the Developer differs from the colour scheme of the Building or deviation, or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said Building.
- p) NOT TO install grills the designs of which have not been suggested or approved by the Architect.
- q) 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/Unit or any part of the said building or cause increased premium to be payable in respect thereof if the Building is insured.
- r) NOT TO make in the said Flat/Unit 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 and/or any concerned authority.
- s) THE PURCHASER shall not fix or install any antenna on the roof or terrace of the said Building/Block nor shall fix any window antenna excepting that the Purchaser shall be entitled to avail of the cable connection facilities to be provided by the Developer/Facility Manager to the Purchaser and also the other Purchasers of the Units in the said Premises at the cost of the purchaser.
- t) NOT TO use the said Flat/Unit or permit the same to be used for any purpose whatsoever other than residential purpose and not to use for any other purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Building/Block or to the Purchasers and occupiers of the other Block/Building/Buildings in the Complex or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Center, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking spaces, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction grilles 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.

- u) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of his/her/its own car/cars.
- v) NOT TO park car on the pathway or open spaces of the Building or at any other space except the space if any allotted to it and to use the pathways as would be decided by the Developer/Facility Manager.
- w) TO ABIDE by such building rules and regulations as may be made applicable by the Developer/Facility Manager before the formation of the Holding Organisation and after the Holding Organisation is formed to comply with and/or adhere to the building rules and regulations of such Holding Organisation/Facility Manager.
- x) To abide by such rules and regulations regarding the use of the club and special amenities as shall be framed or made applicable from time to time
- y) Not to alienate sell, transfer or lease out the car parking space and adjoining open space if any or nominate any other party devoid of the sale, transfer, or letting out or nomination of the said Flat/Unit.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**  
**(MAINTENANCE/ COMMON EXPENSES)**

The expenses of the common facilities and amenities shall be at 3 levels mentioned hereto which will be proportionately shared by all the co-owners of different Flats/Units in the Residential Area as follows:-

- 1 The cost and expenses relating to the level 1, General Common Utilities shall be borne by all co-owners of Flats/Units in the Residential Area proportionately in such share as the Facility Manager/Holding Organization or the Developer may decide.
- 2 The cost and expenses relating to the Level 2, Specific Common Utilities shall be borne by all the unit holders in such shares on such terms as the Developer/Facility Manager may decide. Separate guidelines, rules and regulations and charges fixed to govern the use of such facilities will be formulated by the Developer/Facility Manager with a right to appoint individual agencies for operations, management and maintenance of such facilities.
- 3 The cost and expenses relating to the Level 3, Limited Common Utilities shall be proportionately borne by the Flat/Unit owners of the particular Block/Building in such shares the Developer or Holding Organization or the Facility Manager may decide.
- 4 The Developer/Holding Organization or the Facility Manager shall decide some of the expenses mentioned herein may be common to all the Flat/Unit owners or to a particular Flat/Unit owner of a particular block or building.
- 5 The expenses shall inter-alia include all expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing.

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- a) All the common areas including the exterior and interior (not inside of any Flat/Unit) walls of the Housing Project.
- b) The lawns, the gardens, roads, driveways, passageways and all other open areas in the complex.
- c) All expenses for running and operating lifts, pump, generator, water filtration plant, sewage treatment plant, all other machinery, equipments and installations in the common areas including their licence fees, taxes and other levies and capital expenses to be incurred for repairs, replacements and additions thereto.
- d) All street lights and lighting of common areas in the complex and each Block.
- e) All common sewage and drainage lines, sewage treatment plants, electrical sub-station/transformer/installations, electrical distribution and transmission lines and equipment.
- f) The structure of each Block/Building, their roofs, foundation and walls, plumbing in the Buildings and connections to the Blocks, the car parking area in each Block/Building, toilets, caretaker's room, electric meter room, generator room and other common area in each Block/Building.
- g) Landscaping and maintaining the garden and maintenance and management of the water supply system including water tax or any water charges and cost of operating and maintaining the fire fighting system and equipments.
- h) Staff - the salaries, emoluments and all other financial benefits of the persons to be employed for managing and maintaining the common amenities and utilities in the Residential Area.
- i) Operational - All expenses for running and operating including electricity charges of the utilities and facilities which shall include cost of repairing, upgrading and renovating or replacing any of them.
- j) Establishment - All cost of establishment for managing the operations of maintenance and rendering of services for the common utilities and facilities.
- k) Insurance - Costs towards payment of premium for insuring the entire Residential Area and all its common equipments and installations against earthquake, fire, mob violence, damage and civil commotion etc.
- l) Litigation - All litigation expenses incurred for the common purpose and relating to the common use and enjoyment of the common utilities and amenities.
- m) Rates and taxes and outgoings - All rates, levies, taxes or fees that are to be paid by the Developer/Developer/Holding Organisation/Facility Manager for providing the services to be provided by them which are payable under any existing law or enforced under any other enactment in future.
- n) Reserves - Creation of fund for replacement, renovation and other periodic expenses.
- o) Others - Any other expenses that may be incurred for rendering maintenance and operation of all the common parts, utilities, facilities, amenities and any other amenities not specifically mentioned.

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**IN WITNESS WHEREOF** the parties hereto have 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  
DEVELOPER at Kolkata in the  
presence of :

SIGNED AND DELIVERED by the  
PURCHASER at Kolkata in  
the presence of :

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**RECEIPT**

We have received with thanks the full consideration Amount aforesaid i.e. Rs. /- (Rs. .  
 . Sixty only) from the abovenamed purchaser vide .  
 : Cheque no. and 282746 dated and  
 07.12.2011 respectively against the aforesaid flat unit.

In the presence of --

**WITNESSES:**

1.

**SIGNATURE OF VENDOR**

2.

**SIGNATURE OF DEVELOPER**

Drafted by me

Advocate,  
 High Court Kolkata.

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