

THIS INDENTURE is made on this day of 2024 **BETWEEN:**

(1) **C. R. CONSTRUCTION PRIVATE LIMITED**, (PAN: _____) an existing Company incorporated under the Companies Act, 1956 with CIN U45209WB1960PTC024811, having its registered office at Woodburn Central, 2nd Floor, 5A, Bibhabati Bose Sarani (formerly known as 5A, Woodburn Park), Kolkata – 700 020, being represented by its' Constituted Attorney, Mr. _____ (PAN – _____ and Aadhar No. _____), son of _____, by faith – _____, by occupation – Business, by nationality – Indian residing at _____, P.S. _____ and P.O. _____ appointed under Power of Attorney dated 22.02.2024 registered as Deed No. _____ of 2024, hereinafter referred to as the **“DEVELOPER/SELLER”** (which

expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **FIRST PART**.

AND

[In case the purchasers are individuals]

- (2) (A) _____ (PAN _____ and Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ P.S. _____, P.O. _____; and (B) _____ (PAN _____ and Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ P.S. _____, P.O. _____; hereinafter collectively referred to as the **“BUYERS”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

[In case the purchaser is a company]

_____ **PRIVATE LIMITED**, (PAN: _____) an existing Company incorporated under the Companies Act, 1956 with CIN _____, having its registered office at _____, being represented by its' Director, _____ (PAN – _____ and Aadhar No. _____), son of _____, by faith – _____, by occupation – _____, by nationality – Indian, residing at _____, P.S. _____ and P.O. _____ hereinafter referred to as **“BUYER”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, liquidators, administrators and assigns) of the **SECOND PART**;

AND

[In case there are any confirming parties in the Agreement who are required to be made confirming parties in the Conveyance.]

- (3) (A) _____ (PAN _____ and Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ P.S. _____, P.O. _____; and (B) _____ (PAN _____ and Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ P.S. _____, P.O. _____; hereinafter collectively referred to as the **“CONFIRMING PARTIES”** (which expression shall unless repugnant to the context or meaning thereof be deemed to

mean and include their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

I. RECITALS:

- A. By an Indenture of Sale dated 8th August, 1981, made between Amiya Krishna Khan, therein referred to as the Seller of the One Part and C. R. Construction Private Limited (the Developer/Seller herein), therein referred to as the buyer/s of the Other Part and registered with the Registrar of Calcutta in Book I, Volume 335, Page 12 to 19, Being No. 6676 for the year 1981, the said Amiya Krishna Khan sold conveyed transferred assured and assigned unto and in favour of the latter ALL THAT 2 (Two) storied brick built messuage tenement of dwelling house containing three dwelling units together with piece and parcel of rent free land or ground on part whereof the same is erected or built containing by admeasurement 19 (nineteen) Cottahs 4 (four) Chittacks 15 (fifteen) sq. ft. or thereabout situated at premises No. 4 Minto Park, now known as 9, Debendra Lal Khan Road (more fully and particularly described in the **FIRST SCHEDULE** hereto and hereinafter the "**said Premises**"), free from all encumbrances, charges, liens, lispens, trusts and attachments.
- B. At the time of purchase of the said Premises, Hooghly Dock & Port Engineers Ltd. ("**HDPE**") was an existing tenant occupying the Ground Floor unit of the dwelling house together with half share of the water pump, Godown Room No. 3 & 4, Garage No.1, all comprised in the said Premises at a monthly rent of Rs. 600/- per month vide a registered lease deed for 5 years that commenced on and from the 15th July, 1956.
- C. The Developer/Seller filed an ejectment suit for eviction against HDPE in the Court of Ld. 2nd Civil Judge (Junior Division) at Alipore which was registered as Ejectment Suit No. 56 of 2005 to evict HDPE from the said Premises who was illegally occupying the portion of the said Premises after the expiry of the lease tenure.
- D. By a Decree dated 14th September, 2011 ("**Said Decree**") passed in the said Ejectment Suit No. 56 of 2005 before the Ld. 2nd Civil Judge (Junior Division), Alipore, the Ld. Court was pleased to direct HDPE to vacate the said Premises within two months' from the date of the Said Decree, failing which, the Company i.e. the Developer/Seller herein shall be at liberty to recover the khas possession of the same by executing the Said Decree. Since HDPE did not vacate the suit premises within the stipulated period, the Developer/Seller filed Ejectment Execution Case No. 19215 of 2011 in the same Court on or about 2nd December, 2011 for execution of the Said Decree for taking over possession by breaking padlock. The Developer/Seller thereafter successfully took vacant possession of the entirety of the said Premises by evicting HDPE from the suit premises and accordingly vide Order dated 27.06.2016, of the Ld. 2nd Civil Judge (Jr. Div.), Alipore the ejectment execution case got disposed after full satisfaction. Since then the Developer/Seller

has been and is in khas, vacant, peaceful and physical possession of the said Premises in its entirety free from all encumbrances.

- E. The Developer/Seller proposed to construct on the said Premises, a building complex (B+G+IX) to be known as "BELANI SAVOY" consisting of 1(One) Tower and comprising of 8 (Eight) no. of self-contained units along with other amenities and facilities (collectively "**said Project**").
- F. The Developer/Seller obtained necessary sanction(s) of the building plan/s for construction of the New Building and/or the said Project at the said Premises from the Kolkata Municipal Corporation in its' name vide Building Permit No. 2018090029 dated 7th August, 2018.
- G. By an Agreement for Sale dated _____ registered in the office of _____ in Book No. ____, Volume _____, Pages _____ to _____ being No. _____ for the year _____ (hereinafter referred to as the "**Agreement for Sale**"), the Developer/Seller agreed to sell to the Buyers **All That** the Flat No. _____ situated on the _____ floor of the New Building known as "Belani Savoy" having built-up area of _____ square feet more or less and carpet area of _____ square feet more or less ("**Said Apartment**") at the said Premises together with the perpetual right to use ____ (____) covered car parking/ basement car parking on the _____ floor and ____ (____) mechanical car parking spaces on the _____ floor of the said Premises Together With undivided proportionate share and permanent right to use the Common Parts, Portions and Areas and Common Facilities/ Amenities in common with the other occupants in the New Building together with undivided indivisible impartible proportionate share in the land comprised in the said Premises attributable to the said Flat No. ____ (hereinafter referred to as the "**Said Apartment and Car Parking Spaces**" and more fully and particularly described in the **SECOND SCHEDULE** hereunder written) for a sum of Rs. _____/- (Rupees _____) only and on the terms and conditions therein contained. Pursuant to the Agreement for Sale, the Buyers paid a sum of Rs. _____/- (Rupees _____) as part payment of consideration of Rs. _____/- (Rupees _____) and the balance consideration of Rs. _____/- (Rupees _____) was due and payable by the Buyers.
- H. Vide a Power of Attorney dated 22nd February, 2024 registered in the office of the _____ Book No. ____, Volume No. _____, Pages _____ to _____ being No. _____ for the year 2024, the Developer/ Seller herein *inter alia* granted various powers in favour of Mr. _____ including the power to carry out and complete execution and registration of the Deed of Conveyance for the Said Apartment and Car Parking Spaces.
- I. [The Confirming Party has been made a party herein to confirm these presents and no consideration is being paid to the Confirming Party.] [**Note to draft: Applicable in case there is any confirming party for any deed of conveyance.**]

II. **DEFINITIONS**

The terms and expressions used in the Deed, unless there is something repugnant or contrary to the subject or context, shall have the following meaning:

- i. **“ASSOCIATION”** shall mean any Association, Syndicate, Committee, Private Limited Company, Limited Liability Partnership or registered society that may be formed or nominated by the Developer/Seller for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by them, but not inconsistent with the provisions and covenants herein contained.
- ii. **“BUILDING PLAN”** shall mean and include the architectural, structural and other building plans, the elevations, designs, drawings and specifications of the building which have been sanctioned by the Kolkata Municipal Corporation (KMC), being Building Permit No. 2018090029 dated 7th August, 2018 and shall include any amendments thereto and/or modifications or alterations thereof, as may be/have been made thereto from time to time by the KMC.
- iii. **“BUILT-UP AREA”** according to the context shall mean the plinth area of the said unit or all the units in the New Building, which inter alia includes the area of the balconies/terraces with the unit and also the thickness of the external walls, internal walls and pillars and columns in the unit provided that if any wall or pillar be common between the two units, then one-half of the area under such wall or pillar or column shall be included in each such unit.
- iv. **“CARPET AREA”** shall mean the net usable floor area of the unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls and columns of the unit.
- v. **“COMMON EXPENSES”** shall mean and include all expenses for the upkeep, management, maintenance, administration and protection of the Common Parts, Portions and Areas and the Common Facilities/Amenities of the New Building and the said Premises, rendition of common services in common to all the Co-owners and all other purposes or matters in which the Co-owners have common interest relating to the said Premises and the New Building thereon, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written.
- vi. **“COMMON FACILITIES/AMENITIES”** shall mean and include the spaces, amenities and facilities in or for the New Building to be provided only to the

apartment owners as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written.

- vii. **“COMMON PARTS, PORTIONS AND AREAS”** shall mean and include the Common Parts, Portions and Areas in the New Building and the said Premises, including lobbies, stairways, passages, driveways, common roof, guard room, lavatories, lift, pump and pump room, Electrical room electric room etc. as more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written.
- viii. **“COMMON PURPOSES”** shall mean and include the purpose of upkeep, management, maintenance, administration and protection of the Common Parts, Portions and Areas and the Common Facilities/Amenities, rendition of common services in common with all the Co-owners, collection of and disbursement of the Common Expenses and the purpose of regulating mutual rights and obligations of the Co-owners and all other purposes or matters in which the Co-owners have common interest relating to the said Premises and the New Building thereon.
- ix. **“CO-OWNERS”** according to the context shall mean all the buyer/s who, from time to time, have purchased or agreed to purchase and take or have taken possession of any unit and shall include the Developer/Seller in respect of the unsold units and car parking and other saleable spaces.
- x. **“MECHANICAL CAR PARKING SPACES”** shall mean an automated car parking system providing parking for cars on multiple levels stacked vertically to maximize the number of parking spaces while minimizing land usage.
- xi. **“UNSOLD CARPARKING SPACE ”** shall mean the Covered and MLCP car parking spaces belonging to the Developer with perpetual transferable rights, situated at the Ground Floor of the said premises **Morefully specified and described in THIRD SCHEDULE hereunder written.**
- xii. **“NEW BUILDING”** shall mean the new B+G+IX building to be constructed on the said Premises, in accordance with the Building Plan sanctioned by the KMC, comprising of 8 (Eight) nos. of self-contained units with servant quarters, terraces, balconies and car parking spaces/ basement car parking spaces, capable of being held, used, occupied and enjoyed independently and also having and consisting of the Common Parts, Portions and Areas and the Common Facilities/Amenities.
- xiii. **“PROPORTIONATE” OR “PROPORTIONATELY”** shall mean the proportion in which the built-up area of any Unit may bear to the total built-up area of all the Units in the New Building provided that where it refers to the share of any rates and/or taxes amongst the Common Expenses, then such share of the

whole shall be determined on the basis of which such rates and/or taxes are being respectively levied.

- xiv. **“STRUCTURAL DEFECT”** shall mean actual physical damage and/or actual physical defect in the designated load bearing elements of the New Building and/or constructed spaces at/of the said Project, comprising of the load bearing columns, walls, slabs, beams, floors and roofs, which effect the strength and stability of the New Building or constructed spaces and which is established as being attributable to defective design, or defective or faulty workmanship, or defective materials, and that causes or is likely to cause:-
 - (a) inability to inhabit or use the building or constructed space for its intended purpose; or
 - (b) destruction of the building and/or the constructed space; or
 - (c) a threat of collapse of the building.
- xv. **“UNITS”** shall mean and include the unit/s and/or other constructed space or spaces comprised in the New Building and capable of being exclusively and independently held, used, occupied and enjoyed by the Co-owners.
- xvi. Words importing “Masculine Gender” shall according to context mean every other gender.
- xvii. Words importing “Singular Number” shall according to context mean the “Plural Number” and vice versa.
- xviii. The “Headings” in this Deed are inserted for the convenience of reference and shall be ignored in the interpretation and construction of the Deed.

NOW THIS INDENTURE WITNESSES AND THE PARTIES AGREES AS FOLLOWS:-

1. That in consideration of the Agreement for Sale and further in consideration of sum of Rs. _____/- (Rupees _____ only) paid by and/or on behalf of the Buyers to the Developer/ Seller (the receipt whereof the Developer/ Seller doth hereby admit and acknowledge as well as by signing in the Memo of Consideration hereunder written), the Developer/ Seller doth hereby convey, grant, assign and/or assure on to the Buyers **ALL THAT** the Said Apartment and Car Parking Spaces being **ALL THAT** the [bare shell]¹ residential Unit No. “_____” on the _____ Floor having Built up area of _____ (_____) square feet and Carpet Area of _____ (_____) sq. ft at the Project named **“BELANI SAVOY”** standing and constructed at the said Premises along with a Private Terrace and Servant Quarter attached to the ___ floor **TOGETHER WITH** the perpetual right to use ___ (_____) covered car parking/ basement car parking on the _____ floor and ___ (_____) mechanical car parking spaces on the _____ floor of the said Premises (more fully and particularly described in the **SECOND SCHEDULE**

¹ To be modified on a case to case basis depending on the apartment.

hereunder written) **TOGETHER WITH** pro rata undivided impartible indivisible share and permanent right to use the Common Parts, Portions and Areas and the Common Facilities/ Amenities of the Project (as more particularly set out in the **FOURTH SCHEDULE** and **FIFTH SCHEDULE** hereunder written) only and **FURTHER TOGETHER WITH** undivided indivisible impartible proportionate share in the land comprised in the said Premises attributable to the Said Apartment **SUBJECT TO** payment of proportionate Common Expenses for maintenance of Common Parts, Portions and Areas (as more particularly set out in the **FOURTH SCHEDULE** hereunder written) **TOGETHER WITH** all appurtenances rights easements reversion or reversions remainder or remainders and rents and issues and profits of the Said Apartment and Car Parking Spaces and all asset right title and interest claim and demand whatsoever of the Developer/ Seller **TOGETHER WITH** every right title of the Developer/ Seller and reversion or reversions remainder or remainders and the rent issue and profits of the Said Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Developer/ Seller into and/or out of the Said Apartment and the Car Parking Spaces **TOGETHER WITH** all its rights liberties and appurtenances whatsoever to and unto Buyers **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use enjoyment of the Said Apartment and Car Parking Spaces and the proportionate undivided share in the said Premises **TO HAVE AND TO HOLD** the Said Apartment and Car Parking Spaces hereby being sold conveyed and transferred unto and to the Buyers absolutely and forever free from all encumbrances trusts liens *lis pendens* attachments whatsoever **SUBJECT NEVERTHELESS** to the Buyers observing the Common Rules and Restrictions provided in the **SIXTH SCHEDULE** hereunder written and the Developer/ Seller has on this day handed over the vacant, peaceful and physical possession of the Said Apartment and Car Parking Spaces to the Buyers.

2. AND THE DEVELOPER/ SELLER DOTH HEREBY COVENANT WITH THE BUYER AS FOLLOWS:-

- (i) THAT notwithstanding anything any act deed matter or thing whatsoever or however heretofore done committed or knowingly suffered by the Developer/ Seller to the contrary, the Developer/ Seller is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Apartment and Car Parking Spaces hereby sold, granted, transferred, conveyed, assured and assigned as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances, mortgages, charges, *lis pendens*, restrictions etc. whatsoever or howsoever.
- (ii) THAT the Developer/ Seller has good right, full power and absolute authority to sell, grant, transfer and convey the Said Apartment and Car Parking Spaces and every part or portion thereof unto and to the use of the Buyers herein in the manner as aforesaid and according to the true intent and meaning of these presents.

- (iii) THAT it shall be lawful for the Buyers at all times hereafter to peaceably equitably enter into and upon and hold occupy and enjoy the Said Apartment and Car Parking Spaces and to receive the rents, issues and profits thereof without any lawful eviction interruption hindrance disturbance claims or demands whatsoever or however from or by the Developer/ Seller or any person or persons having or lawfully or equitably claiming any estate right title or interest whatsoever or howsoever into or upon the Said Apartment and Car Parking Spaces and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Developer/ Seller well and sufficiently saved defended kept harmless and indemnified from against all charges and encumbrances, mortgages, charges, lis pendens, restrictions etc. whatsoever or howsoever done made executed or occasioned by the Developer/ Seller.
- (iv) THAT the Developer/ Seller and all persons having or lawfully or equitably any estate right, title and interest whatsoever and howsoever into or upon the Said Apartment and Car Parking Spaces from, through under or in trust for the Developer/ Seller shall and will from time to time and at all times hereafter at the request and the cost of the Buyers do make acknowledge and execute or cause to be done made acknowledged and executed all such further and other lawful acts, deeds, matters, things and assurances whatsoever for the further better and more perfectly assuring the Said Apartment and Car Parking Spaces hereby sold, granted, transferred, conveyed assigned and assured and every part thereof unto and to the use of the Buyers as shall or may be reasonably required.
- (v) The Developer/ Seller shall not do anything or make any grant or term whereby and where under the rights of the Buyers hereunder may be prejudicially affected and shall do all such acts deeds matters and things as may be necessary and/or require to ensure the right available to the Buyers as herein contained.
- (vi) The Developer/ Seller agrees and undertakes that that in case any Structural Defect is brought to the notice of the Developer/Seller within a period of 5 (five) years from the date hereof, it shall be the duty of the Developer/Seller to rectify such defects without further charge, within 30 (Thirty) days' from the date of receipt of such intimation and in the event of the Developer/Seller's failure to rectify such defects within such time as stipulated herein-above, the Buyers shall be entitled to receive appropriate compensation. It is however clarified that the above said responsibility of the Developer/Seller shall not cover defects, damage or malfunctioning resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Buyers or its nominee/agent (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident (vi) negligent use and (vii) tampering or making any changes to the load bearing as well as the non-load bearing structures of the building by the Buyers or any person claiming through him/her/them/it.
- (vii) The Developer/ Seller admits and acknowledges that it shall, at all times, comply with the terms and conditions contained in the Agreement for Sale and perform all covenants and obligations on their part under the Agreement for Sale. In case of any

inconsistency between the terms of the Agreement for Sale and this Deed, to the extent of such inconsistency, the terms of this Deed shall prevail.

- (viii) All statutory taxes, surcharge, outgoings, utility charges and levies of or on the said Premises and the Said Apartment and Car Parking Spaces and rights appurtenant thereto, relating to the period till the date of this Conveyance, whether as yet demanded or not (including pending GRs), shall be borne, paid and discharged by the Developer/ Seller, with regard to which the Developer/ Seller hereby indemnifies and agrees to keep the Buyers fully and comprehensively saved, harmless and indemnified. The Developer/ Seller has confirmed to have duly made payment of the taxes, statutory payments, dues, demands etc. in respect of the said Premises and the Said Apartment and Car Parking Spaces upto date and in the event it is found that any arrears exist, the same shall be made good by the Developer/ Seller on demand.

3. THE BUYERS DO HEREBY COVENANT WITH THE DEVELOPER/ SELLER AS FOLLOWS:-

- (i) To pay the Common Expenses as mentioned in **FOURTH SCHEDULE** and to pay all charges for electric, gas, telephone, lift, water and sewerage and other facilities on and from the date of these presents.
- (ii) Not to interfere in any manner whatsoever in respect of sale and/or right of usage of any other portion or portions of the Project by the Developer/ Seller and/or the other Co-owners.
- (iii) The Purchasers admit and acknowledge that they shall, at all times, comply with the terms and conditions contained in the Agreement for Sale and perform all covenants and obligations on their part under the Agreement for Sale. In case of any inconsistency between the terms of the Agreement for Sale and this Deed, to the extent of such inconsistency, the terms of this Deed shall prevail.

FIRST SCHEDULE ABOVE REFERRED TO
(Said Premises)

ALL THAT piece and parcel of land measuring more or less 19 Cottahs 4 Chittacks 15 sq. ft. or thereabout situated at premises No. 4 Minto Park, now known as Premises No. 9, D. L. Khan Road, Ward No. 71, Police Station – Alipore, Borough No. IX, Kolkata – 700 027, District 24 - Parganas (South) and butted and bounded in the following manner, that is to say:-

ON THE NORTH	: Partly by the wall of 1 B, D. L. Khan Road and partly by the wall belonging to 2, Minto Park
ON THE SOUTH	: By Forty Feet Wide Road
ON THE EAST	: By the wall of 7, D. L. Khan Road
ON THE WEST	: By 10' wide private passage leading to 1B, D. L. Khan Road

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

The said Premises has been shown in the plan annexed hereto as Annexure 1 and delineated with 'RED' verge thereon.

SECOND SCHEDULE ABOVE REFERRED TO
(Description of Said Apartment and Car Parking Spaces)

PART-A
(Said Apartment)

ALL THAT residential unit situated on the _____ floor (age: ____ years and flooring: _____) [*interconnected with lift*] ² Built up area of _____ (_____) square feet and Carpet Area of _____ (_____) sq. ft

PART-B
(Said Car Parking Space(s))

Perpetual right to use _____ (_____) Covered car parking/ basement car parking on the _____ floor and _____ Mechanical Car Parking Space/s on the _____ floor of the New Building.

PART-C
[The Said Apartment And Car Parking Spaces]
(Subject Matter Of this Deed)

ALL THAT³ residential unit situated on the _____ floor (age: ____ years and flooring: _____) [*interconnected with lift*] ⁴ Built up area of _____ (_____) square feet and Carpet Area of _____ (_____) sq. ft comprising of ____ (____) Bedrooms, ____ (____) toilets ____ (____) utility Balcony, along with a Private Terrace and Servant Quarter attached to the _____ floor, of the New Building of 'BELANI SAVOY' at the said Premises **ALONG WITH** perpetual right to use _____ (_____) Covered car parking / basement car parking on the _____ floor and _____ Mechanical Car Parking Space/s on the _____ floor of the New Building at the said Premises **TOGETHER WITH** pro rata undivided impartible indivisible share and permanent right to use the Common Parts, Portions and Areas and the Common Facilities/ Amenities of the Project and **FURTHER TOGETHER WITH** undivided indivisible impartible proportionate share in the land comprised in the said Premises attributable to the Said Apartment.

The Said Apartment has been shown in the plan annexed hereto as Annexure 2 and delineated with 'RED' verge thereon and the Car Parking Spaces have been shown in the plan annexed hereto as Annexure 3 and delineated with 'RED' verge thereon

² To be modified on a case to case basis depending on the apartment.

³ To be modified on a case to case basis depending on the apartment.

⁴ To be modified on a case to case basis depending on the apartment.

THIRD SCHEDULE

UNSOLD CARPARKING SPACES

The unsold carparking spaces shall mean the covered and Multi Level Car Parking (MLCP) spaces situated at the Ground Floor of the said premises with perpetual transferable rights of the Developer.

The said car parking spaces are morefully delineated and marked in Green in the plan annexed hereto as Annexure 3.

FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

The Buyer/s shall be liable to pay the proportionate share of the under mentioned common expenses incurred for upkeep and maintenance of the New Building and the Said Apartment such apportionment shall be made by the Association and/or Maintenance Company:

1. All costs of maintenance, operations, repairs, replacements, services, and white washing, painting, rebuilding, reconstructing, decorating, redecorating of all Common Parts, Portions and Areas, its fixtures fittings electrical wiring and equipment in under or upon the new Building enjoyed or used in common by the Co-Owners of the new Building.
2. The salaries and other expenses incurred for and payable to any person employed for Common Purposes including security men, electrician, maintenance staff, plumber, administration staff, accountants, clerks, bill collectors, gardeners, sweepers, liftman etc. and such other workers as may be necessary in connection with the upkeep of the Project.
3. Payment of insurance premium for insuring the said New Building and every part thereof against earthquake, damages, fire, lighting, mob violence, civil commotion etc. and also payment of renewal premium from time to time.
4. Expenses for supplies of common utilities including electricity, water etc. payable to the concerned authorities and/or organization and also payment of all charges incidental thereto for utilization of such services in Common Parts, Portions And Areas of the New Building and also the charges incurred due to loss of electricity while in transmission to the each of the unit in the New Building.
5. Expenses for 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 any individual Co-Owner of the Project.
6. Payment for 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.
7. Proportionate share of municipal rates and taxes for Common Parts, Portions and Areas and also for the Said Apartment until it is separately assessed and wholly upon the Said Apartment being separately assessed.

8. Expenses towards 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 Project.
9. All operational and maintenance costs for maintaining the various plants and equipment like lifts, generator water pump, transformer (if any).
10. All such other expenses and outgoings as are deemed by the Association to be necessary for or incidental to for replacement renovation painting or repairing of Common Parts, Portions and Areas in particular and also for upkeep of the new Building in general and also for rendition of the utility services.
11. Expenses towards painting with quality paint as often as may (in the opinion of the 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 New Building and decorating and colouring all such parts of the Project as usually are or ought to be.
12. Expenses towards keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns, flower beds, shrubs, trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
13. Expenses for keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
14. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project.
15. Cleaning as necessary the external walls and windows (not forming part of any Unit in the Project) as may be necessary.
16. Cleaning as necessary of the areas forming part of the Project.
17. 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 Association may think fit.
18. Maintaining and operating the lifts.
19. Providing and arranging for the emptying receptacles for rubbish.
20. 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 New Building or Common Parts, Portions and Areas or any part thereof excepting in so far as the same are the responsibility of any individual Co-Owner.
21. Generally managing and administering amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.
22. Insurance of firefighting appliances and other equipment for Common Purposes and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
23. 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.
24. The provision for maintenance and renewal of (including but not limited to) any other equipment and the provision of any other service in the Project.

25. 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.
26. 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 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.
27. The Buyers under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Buyers herein in respect of his/ her/their Unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Buyers make a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Buyers herein over and above the monthly maintenance charges.

FIFTH H SCHEDULE ABOVE REFERRED TO
(Common Facilities/ Amenities)

1. Intercom system and telephone cables
2. Water pump and water supply system in all the units.
3. Transformer (if installed), electrical wiring meters and fittings and fixtures for lighting of the common areas and the spaces required thereof.
4. Lift and its accessories, installations required thereof.
5. Fire-fighting system as per the requirement of West Bengal Fire Services department
6. Stand by generator power connection (at an extra cost) during power failure.
7. Gymnasium on the First Floor
8. Pantry on the First Floor
9. Community Hall on the First Floor
10. Visitors car parking shall be 2 pairs of MLCP totalling to 4(Four) in numbers morefully and specifically delineated in the plan annexed hereto as Annexure 4.

SIXTH SCHEDULE ABOVE REFERRED TO
(Common Parts, Portions and Areas)

1. The foundations, columns, girders, beams, supports, halls, corridors, entrance lobby, stairs, stairways, landings, entrances, exits and pathways;
2. Drains and sewers from the said Premises to the Municipal ducts;
3. Water sewerage and drainage evacuation pipes from the individual Units to drains and sewers common to the Said Premises;
4. Toilets in the ground floor of the New Building for the use by drivers, Durwans and domestic staff of the New Building;

5. Boundary walls of the Said Premises including outer side of the walls of the New Building and main gates;
6. Water pump room, lift machine room, elevators, motors, compressors pipes and ducts and in general all apparatus and installations existing for common use;
7. Overhead water tanks (concrete) and underground water reservoir, water pipes and other common plumbing installations and spaces required thereto;
8. Electrical wiring meters and fittings and fixtures for lighting the staircase, lobby and other common areas (excluding those as are installed for any particular unit and also excluding the land and the pathway not forming part of Common Parts, Portions & Areas.

SEVENTH SCHEDULE ABOVE REFERRED TO

Part A

(Common Rules and Restrictions)

For better enjoyment of the Units by the Co-Owners and for better upkeep, management and protection of the New Building and the Units, the Developer/Seller has framed the following common rules and restrictions to be observed by all the Co-Owners and/or occupiers of the Units, which are as follows:

1. To co-operate with the Association/ Maintenance Agency in the management and maintenance of the New Building.
2. To observe the rules as may be framed from time to time by the Association/ Maintenance Agency, for quiet and peaceful enjoyment of the Said Apartment and the New Building;
3. To allow the Association/ Maintenance Agency with or without workmen to enter into the Said Apartment and the said Premises for the purpose of maintenance and repairs, with a reasonable prior notice and only during normal working hours.
4. To deposit the amounts, as maybe reasonably required, with the Association/ Maintenance Agency towards the liability for municipal rates and taxes and other outgoings.
5. To pay every month, regularly and punctually, by the 10th (Tenth) of the current month, the proportionate share of maintenance charges, municipal rates, taxes and water taxes including commercial surcharge and other outgoings to the Association/ Maintenance Agency, without raising any objection. Such maintenance charges and other common outgoings and expenses are more fully described in the **FOURTH SCHEDULE** hereunder written.
6. To pay charges for electricity and other utilities in or relating to Common Parts, Portions And Areas.
7. To co-operate at all times with the other Co-owners/occupiers in the management and maintenance of the Units, the New Building and the said Project.
8. Not to sub-divide the Said Apartment and/or the Car Parking Spaces (wherever applicable) or any portion thereof.

9. Not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the Said Apartment or in the compound or any portion of the New Building, except at the garbage space/s to be provided for in the New Building.
10. Not to do or cause anything to be done in or around the Said Apartment which may cause or tend to cause or effect damage to any flooring or ceiling of the Said Apartment or any other portion over or below the Said Apartment or adjacent to the Said Apartment or in any manner interfere with the use, rights and enjoyment thereof or of any open spaces passages or amenities available for common use.
11. Not to damage nor interfere with any Common Parts, Portions and Areas.
12. Not to damage or demolish or cause to be damaged or demolished the Said Apartment or any part thereof at any time.
13. Not to make any alteration and addition to the electrical installation of the Said Apartment nor to connect any apparatus thereto which might endanger or overload the said installation or any part thereof.
14. Not to close or permit the closing of Verandah or lounges or balconies and lobbies and Common Parts, Portions and Areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandah, lounge or any external walls of the Said Apartment or both the faces of the external doors and windows including grill of the Said Apartment which differs from the colour scheme of the New Building or elevation or which may affect the elevation in respect of the exterior walls of the New Building.
15. Not to put any grill projecting outside the windows of the Said Apartment nor put or hang clothes or articles on the railing or outside any of the windows and if done, the Association or any person authorized by any of them shall be entitled to pull it down and store the same entirely at the risks and costs of the Buyer/s without being liable for any trespass and not to install any fittings or fixtures which will be projecting outside the windows of the Said Apartment.
16. Not to replace the main door and the entrance or put any collapsible gate at the entrance from the lobby to ensure the symmetrical look of the new Building without the written consent of the Association/ Maintenance Agency.
17. Not to open any other window or make any other opening for fixing and installation of the air conditioner other than the designated places.
18. Not to do or permit to be done any act or thing which may render void or make voidable insurance in respect of the Said Apartment or any part of the New Building or cause increased premium to be paid in respect thereof if the New Building is insured.
19. Not to make in the Said Apartment any structural addition and/or alterations such as in beams columns partition walls etc. or improvements of permanent nature except with the prior written approval of the Association/ Maintenance Agency and with the due sanction from Kolkata Municipal Corporation and/or any other concerned authority.
20. Not to park his/her/their/its car on the pathway or open spaces of the New Building or at any other place except at the space provided to the Buyer/s and shall use the pathway as would be decided by the Association/ Maintenance Agency.
21. Not to put or attach any machinery or heavy article on the beams, columns of the Said Apartment which has the effect of affecting the structural stability of such beams

- or columns nor to install or store any heavy machinery or articles in the Said Apartment.
22. Not to damage the New Building or the Common Parts, Portions and Areas and Common Facilities/ Amenities or any of the other Units by making any alteration/s or withdrawing any support or otherwise.
 23. Not to keep/place/leave or permit to be kept/placed/left outside the Said Apartment and/or in/at any part or portion of the said Premises and/or in/at the New Building and/or in/at the lobbies, corridors, passages, staircases, landings, and/or in/at any of the areas/facilities comprising the Common Parts, Portions and Areas and Common Facilities/ Amenities etc., any packages, boxes, crates, containers etc. of any description, parcel of goods or articles, sitting stools etc., even temporarily or for a short period of time.
 24. Not to put up or affix any sign board, name plate or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. or other things or other similar articles in at/any part or portion of the New Building and/or the said Premises including any of the Common Parts, Portions and Areas and Common Facilities/ Amenities and/or at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the said Apartment and/or outside the Said Apartment, provided that the Buyer/s may display a small and decent name-plate outside the main door of the Said Apartment.
 25. The Buyer/s shall always keep the Said Apartment in good substantial repair and condition.
 26. The Buyer/s shall not use the Said Apartment or permit the same to be used for purpose other than the purpose mentioned herein or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.
 27. The Buyer/s shall not make any structural additions or alterations in the Said Apartment or New Building or cause damage to or nuisance in the Said Apartment or New Building or in the Project in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Buyers, then all necessary permissions from the authorities, if required, will be obtained by the Buyers directly at his/her/their/its' own cost. In any case the Buyer/s shall not be entitled to carry out any structural changes in the New Building and Said Apartment.
 28. The Buyers shall be liable to bear and pay for the cost of electricity consumed by them for carrying out any internal finishing works in the Said Apartment.
 29. The Buyer/s shall be solely responsible for any loss or damage caused to its' workers or any third party due to accident or mishap while carrying out the internal finishes in the Said Apartment by the Buyers and the Buyers shall keep the Developer/Seller saved, harmless and indemnified from and against all costs charges claims actions suits and proceedings whatsoever which may be suffered or incurred by the Developer/Seller in this regard.
 30. The Buyers shall not keep or allow to be kept or store or operate or bring into or allow to be stored, operated or brought into the Said Apartment and/or into/upon any of the areas comprising the Common Parts, Portions and Areas and Common Facilities/ Amenities and/or any part or portion of the said Premises and/or the New Building any goods, articles, machines, equipments etc. which are combustible, obnoxious,

hazardous, dangerous or offensive or which are heavy and/or can affect or endanger or damage the structure and/or stability of the New Building or any portion thereof or any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, outer walls of any of the units, beams, pillars, lifts, staircases etc.. However, the Buyers may keep LPG gas cylinder for domestic use as may be permissible under applicable laws.

31. The Buyers shall not hang from or attach to the beams or the rafters of any part of the Said Apartment and/or the New Building any articles or machinery which are heavy or may or likely to affect or damage or endanger the construction and/or the structure and/or stability of the New Building or any part thereof.
32. The Buyers shall not do or cause or permit to be done anything or be a party to any act or deed in or around the Said Apartment, which may, inter alia, cause or tend to cause or tantamount to cause or affect or damage the New Building or any portion(s) thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or in any manner interfere with the use or enjoyment of any of the other Units.
33. The Buyers shall not to affix or draw any wires, cables, pipes etc. from, to or through any of the Common Parts, Portions and Areas and Common Facilities/ Amenities or outside walls of the New Building or other parts or portions of the said Premises including but not limited to the other Units without prior written approval of the Association/ Maintenance Company.
34. The Buyers shall not affix or install or attach or hang any antenna/aerial/satellite dishes on the ultimate roof of the New Building and/or any open terrace that may be a part of any Unit and/or its windows and/or to/from any part or portion of the Building and/or the Said Apartment and/or the Car Parking Space. The Buyer/s shall not install or fix any air-conditioner together with its indoor and outdoor units, except in the places as may be specified by the Developer/Seller for the same.
35. The Buyers shall not affix or change or alter the design or the place of the grills, the windows or the main door of the Said Apartment or make or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s) fittings, fixtures etc. in/serving any part or portion of the Said Apartment and/or the New Building and the said Project, and further shall not make any encroachment(s) or easement(s) in any part or portion of the New Building and/or the said Premises.
36. The Buyers shall not make any structural internal addition, alteration and/or modification in or about the Said Apartment save in accordance with the then existing statutory building regulations, and further subject to prior written permission therefor having been taken from the appropriate authorities as also from the Association or the Maintenance Company, as the case may be.
37. The Buyers shall not carry on any work of fittings, fixtures or any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the Said Apartment excepting between 10:00 a.m. - 06:00 p.m. on working days, and while carrying on such work shall ensure that no annoyance or disturbance is caused to the other residents of the said Premises and/or the adjoining premises, and in the event of violation of any of the above, the Association and/or the Maintenance Company, shall be entitled to forthwith stop the same without any liability and at the cost and expense of the Buyers, and further

shall not carry on any such work during any school/high school/college examinations. Notwithstanding the above, all such works shall have to be done with the prior written consent of the Association and/or the Maintenance Company, and in strict compliance with the prevailing fit-out guidelines as framed by the Association and/or the Maintenance Company.

38. The Buyers shall not alter the outer elevation of the New Building or the Said Apartment or any part thereof, nor decorate the exteriors thereof in any manner whatsoever, and further shall not make/permit any changes in/to the signage of the New Building and/or the said Premises as installed by the Developer/Seller, and furthermore shall not install any monogram etc. at any part or portion of any of the external walls including those of the New Building and/or the said Premises.
39. The Buyers shall not commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Units and/or the New Building.
40. The Buyers shall not commit breach or violate such rules and regulations as may be framed and applicable, time to time, by the Association and/or the Maintenance Company.
41. The Buyers shall not make/permit any changes in/to any of the entrance lobbies of the New Building and/or the entrance of/to the Said Apartment including but not limited to by changing/replacing the main door, installing any collapsible gate and/or shutter etc.
42. Not to smoke and/or permit smoking at any part or portion of the New Building and/or the said Premises save at the areas, if any, designated for the same by the Association and/or the Maintenance Company.
43. The Buyers shall not make or claim partition or division on any ground whatsoever of/any part or portion of any of the areas/portions comprising the Common Parts, Portions and Areas and Common Facilities/ Amenities and/or the Building and/or the said Premises.
44. The Buyers shall not raise the floor level of the Said Apartment, and furthermore shall not do any act, deed or thing which may increase/cause to increase the total load of/on the floor of the Said Apartment.
45. The Buyers shall not cover the fire and/or the heat sensors, sprinklers, etc. if installed, and further shall comply with and adhere to all the laws, rules and guidelines pertaining to fire safety, and subject to there being any Structural Defects, the Buyers shall remain solely liable and responsible for any violation thereof, and the Buyers shall keep each of the Co-Owners fully safe, harmless and indemnified in respect thereof.
46. The Buyers shall not form with the other users, occupiers etc. any association/holding organization, and further shall not become a member of any association and/or association of persons and/or firm and/or holding organization and/or any entity for any purpose/matter related/pertaining directly and/or indirectly to the New Building and/or the said Premises and/or that is not formed or recognized by the Association and/or the Maintenance Company for the purpose of maintenance, management, upkeep etc. of the New Building and/or the said Premises.

47. The Buyers shall not obstruct or use the lobbies, entrances and stairways of the New Building for any purpose other than ingress to and egress from the Said Apartment in the New Building.
48. The Buyers shall not play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in the Said Apartment with such intensity, as may disturb or annoy the occupants of the New Building and/or the adjoining premises.
49. The Buyers shall not use the water-closets and other water apparatus in the New Building for any purpose other than those for which that were constructed, and shall not throw into the same, any sweepings, rubbish, rags or any other article.
50. The Buyers shall not pluck/damage/destroy or permit to be plucked/damages/destroyed any flowers, plants or trees in the landscaped areas.

Part B
(Compliances)

The Buyers shall be solely responsible to:

1. Plan and distribute its' electrical load in conformity with the electrical systems installed by the Developer/Seller and thereafter the Association and/or the Maintenance Company. The Buyers shall be responsible for any loss or damages arising out of breach of any of the afore-said conditions.
2. Maintain the Project in general and the New Building where the Said Apartment is situated for the purposes and with the intent and object for which the same is constructed.
3. Co-operate with and assist in all manner, the Developer/Seller/the Association/ the Maintenance Company, as the case may be, in carrying out their day to day activities and obligations, and shall not oppose/object to any decision taken by the Association and/or the Maintenance Company as the case may be, and in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the New Building, and/or the Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder, and shall indemnify and keep each of the Association and/or the Maintenance Company, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings in respect thereof including but not limited those which the Association and/or the Maintenance Company may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Buyers.
4. Maintain at his/her/their/its own costs, the Said Apartment and shall keep the same in good condition, state and order in which the same is handed over to the Buyers, normal wear and tear accepted, and shall at all times keep the interior walls, fittings, fixtures, appurtenances, floors, ceilings, sewerage, drainage, plumbing etc. in perfect condition and repair.

5. Ensure the safety and security of the Said Apartment and the permissible goods/articles lying therein/thereat, if any, and to get the same insured at their own cost including against damage by fire, riot, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion etc.
6. Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of West Bengal.
7. Pay such further deposits as be required by the Association and/or the Maintenance Company, from time to time and further shall make good and pay to the Association and/or the Maintenance Company, all such amounts which may have been deducted/adjusted towards any amount due and payable by the Buyers and further shall also replenish any shortfalls caused on account of the Buyers, and furthermore deposit with the Association and/or the Maintenance Company such further amounts as may be determined by the Association and/or the Maintenance Company.
8. Use the Said Apartment and the Common Parts, Portions and Areas and the Common Facilities/ Amenities carefully, peacefully and quietly and only for the purpose for which each of it is meant.
9. Use the Common Parts, Portions and Areas And Common Facilities/ Amenities in common with the other permitted users and occupiers of the New Building and/or the said Premises as may be determined by the Association and/or the Maintenance Company, and only for the limited purpose for which the same are designated/ identified by the Association and/or the Maintenance Company, without claiming any manner of absolute and/or exclusive right or title or interest therein/thereon/thereto, and shall not damage, destroy, disfigure any of the utilities and/or facilities and/or infrastructure or use or employ such areas and/or the facilities and/or utilities etc. in any manner not intended to be used or employed, and further shall not do any act, deed or thing which may in any manner prevent and/or restrict the rights and liberties of the other users/occupiers.
10. Sign such forms, give such authorities and render such co-operation as may be required by the Association and/or the Maintenance Company.
11. Allow the Association and/or the Maintenance Company and/or their respective representatives, with or without workmen, upon prior reasonable notice (save and except in cases of emergencies) to enter into the Said Apartment and/or the said Premises inter alia, for the purpose of maintenance, repairs, re-building etc. and for keeping in good order and condition, the electrical lines, the air-conditioning lines, the water lines, the pipe lines, sewage lines, storm water lines/storm water pits, plumbing systems etc. and/or any and/or all other elements, without raising any objection.
12. Ensure that the entirety of the Project is maintained in a decent manner.
13. Pay and undertake to pay interest at the rate of 15% per annum in the event the Buyers fail(s) or neglect(s) to pay the damages for the breach of any covenant from the due date of demand till the date of payment, and hereby further undertake(s) that in the event the said damages and the interest thereon is not paid within 60 (Sixty) days' from the date of demand, the Buyers shall not use, till such time the entirety of the said damages and the interests thereon are paid, any of the utilities and facilities in the New Building including without limitation the water supply, gas, electricity, lift

etc., and hereby authorize(s) the Association and/or the Maintenance Company, to discontinue/ withdraw any or all the facilities and utilities etc.

14. Use only such routes of entry into and/or exit from the said Premises and/or the New Building as specified by the Association and/or the Maintenance Company.
15. Submit to the Association and/or the Maintenance Company full particulars with photographs of any driver, domestic help, servants, staff, etc. and/or any other Person employed by the Buyers (with a copy to the local police station), to enable issuance of identity cards to each of such individuals, who shall be bound and obliged to carry the same at all times, failure whereof shall result in not being permitted to access the Said Apartment and./or any part or portion of the New Building and/or the said Premises.
16. While sending any goods or materials out of the said Premises with the help any driver, domestic help, servants, staff, etc. and/or any other Person employed by the Buyers, provide appropriate authorization to such carriers of such goods;
17. Use only such power/generator back-up as allocated by the Association and/or the Maintenance Company to the Said Apartment, and shall not demand/claim any further/additional power/generator back-up on any ground whatsoever or howsoever
18. Ensure that all the employees, personnel, visitors, agents, contractors, etc. of the Buyers strictly abide by the rules framed/amended from time to time by the Association and/or the Maintenance Company including the Rules as also the instructions issued from time to time for enforcing security, maintenance etc., and further shall ensure that none of them in any manner deface, vandalize or bring to disrepute the Project.
19. Within 30 (thirty) days' from the date hereof, subject to and without prejudice to the terms hereof, at their own cost, expense and liability, apply for and obtain separation and mutation of the Said Apartment in the records of the Kolkata Municipal Corporation in the name of the Buyers as the owner thereof, and the Buyers shall be liable and responsible for all the costs and consequences for the non-observance of this clause, and so long as Said Apartment is not separately assessed and mutated, the Buyers shall be liable to pay the municipal rates and taxes in respect thereof, and, further, in the event of there being any enhancement to/in the rates and taxes due to any act, deed or thing done or carried out by the Buyers at the Said Apartment, such enhancement shall be paid and borne exclusively by the Buyers in addition to and over and above the aforesaid rates and taxes, it being clarified that understood that such assessment and mutation shall not absolve the Buyers of its continuing obligation to make payment of the proportionate share of the municipal rates and taxes in respect of the said Premises, as determined by the Association and/or the Maintenance Company.
20. Comply with all notices, orders and requisitions of the local and/or municipal and/or other concerned authorities that may be required to be complied with by the Buyers in respect of the Said Apartment or any part thereof, all at their own costs and liability.
21. Exercise all precautions and care and take all steps as may be necessary and/or expedient to prevent the commission of any offence under any statutory law or otherwise.
22. Keep the lobby clean at all times.

23. Shall make the electrical fittings only from the underground cable trench or the existing electrical ducts in such manner that electric wires are not exposed.
24. Pay to the Association and/or the Maintenance Company, car parking charges for visitors' cars as determined by the Association and/or the Maintenance Company.
25. Observe, perform and comply with the conditions mentioned in other parts of this Schedule.
26. Allow the Developer/Seller to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the buyers hereby consent and waive all rights to enable the Developer/Seller to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Developer/Seller shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs Part/s.

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED by the Developer/ Seller of and from the within named Buyers the within mentioned sum of **Rs. _____/- (Rupees _____)** **only** being the total consideration receivable by the Developer/ Seller under these presents as per memo written herein below: [***Note to draft: In case any consideration is adjusted against the outstanding loans, the same will be reflected in this Memo as "Paid by _____ on behalf of the Buyers".***]

Mode	Date	Amount [Rs.]

IN WITNESSTH WHEREOF the parties hereunder have set their and subscribed their respective hands on the date and month year first above written.

SIGNED SEALED AND DELIVERED by
and on behalf of the **DEVELOPER/
SELLER** at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by
and on behalf of the by the **BUYERS** at
Kolkata in the presence of:

Drafted by: