

THIS DEED OF CONVEYANCE made this day of Two
Thousand Twenty

BETWEEN

KIC RESOURCES LIMITED (PAN AABCK1521G) a company within the meaning of the Companies Act 1956 having CIN : U70109WB1991PLC053497, having its registered offices at premises No. 35/1A, Garcha Road, Post Office Ballygunge and Police Station Gariahat, Kolkata-700 019, represented by its Director namely MR. VIVEK KUNDALIA (PAN : AKFPK7573H) (Aadhaar No.296943047921), son of Sri Pradeep Kundalia residing at 1/3 Lovelock Street, P.O. and P. S. Ballygunge, Kolkata – 700 019 hereinafter referred to as the **VENDOR/PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its respective successor or successors-in-interest and assigns) of the **ONE PART**

AND

..... hereinafter collectively referred to as the **ALLOTTEE/ PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include is/her/their heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**;

The Vendor/Promoter and Allottee/Purchaser shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

1. BACKGROUND

W H E R E A S

- i. One Pullin Kumar Bairagi (now deceased) was the absolute Owner of All That Land measuring about 4 cottahs with structure in the District 24-Parganas(South), P.S. Tollygunge, Dihi

Panchanangram, Division-6, Sub-Division V, Mouza Kakulia, Holding No. 94 (B), C.S. Dag No. 707, Khatian No. 163 by dint of a purchase from one Sukritishewar Bhattacharyya and Monorama Devi by a Registered Deed of Conveyance duly registered with the Sub-Registrar Alipore in Book No. I, Volume No.10, Pages 60 to 65, Being No. 253 in the year 1941.

- ii. The said Pulin Krishna Bairagi died intestate in the year 1961 leaving behind him surviving his wife Manorama Devi, 3(Three) sons namely Sri Nilmoni Bairagi, Sricharan Bairagi and Gurucharan Bairagi and 3(Three) Daughters namely Smt. Anjali Bala Das, Ila Das and Smt. Bishnu Priya Das(now deceased) as legal heirs.
- iii. That by way of Hindu Succession Act each of the said legal heirs of the deceased Pulin Kumar Bairagi became the owners of the undivided one-seventh Share in the property being Premises No. 74, Dr. Deodar Raman Road, Kolkata- 700033.
- iv. That one of the Co-owner Smt. Bishnu Priya Das died intestate in the year 1985 leaving behind her surviving 3(Three) sons namely Madhab Das, Sawraj Das & Tapan Das and 4 (Four) Daughters namely Madhuri Chakraborty, Suvra Mahanto, Manika Das and Pritilata Dutta as legal heirs.
- v. By virtue of the Hindu Succession Act the said 3 Sons namely Madhab Das, Sawraj Das & Tapan Das and 4 (Four) Daughters namely Madhuri Chakraborty, Suvra Mahanto, Manika Das and Pritilata Dutta became the joint owners of the said undivided one-seventh share of Smt. Bishnupriya Das in the said property being Premises No. 74, Deodar Rahaman Road, Kolkata.
- vi. That the Manorama Das, died intestate in the year 1985 leaving behind her surviving 3 (Three) sons namely Nilmony Bairagi, Sricharan Bairagi and Gurucharan Bairagi, the Vendors herein and 2 (two) Daughters namely Anjali Bala Das and Ila Das and 7

(Seven) legal heirs of her daughter Smt. Bishnu Priya Das as legal heirs.

- vii. That by virtue of the Deed of Gift duly registered with the Sub-Registrar Alipore in Book No. I, Volume No. 65, Pages 31 to 44, Being No. 2760 for the year 1989 all the legal heirs of the said Bishnu Priya Das gifted their 1/6th Share in the property in favour of Shri Nilmoni Bairagi, Sri Guru Charan Bairagi and Shri Sricharan Bairagi out of their natural love and affection bears to them.
- viii. By virtue of a Deed of Partition executed by Nilmoni Bairagi, Sricharan Bairagi and Gurucharan Bairagi and two daughters namely Anjali Das and Ila Das, the said Nilmoni Bairagi, Sricharan Bairagi and Gurucharan Bairagi became the absolute Owners of the said property being Premises No. 74, Dr. Deodar Rahman Road as per allotment in the said Deed of Partition and the said Deed of Partition was duly registered with the Sub-Registrar Alipore in the Book No. I, Volume No. 94, Pages- 36 to 67, Being No. 2951 in the year 1989.
- ix. While seized and possessed of the said property the said Nilmoni Bairagi, Sricharan Bairagi and Gurucharan Bairagi by a Deed of Conveyance dated 21.07.1995 sold transferred and conveyed the said property unto and in favour of KIC Resources Limited that was duly registered in the office of Addl. Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 69, Pages from 1 to 13, Being No. 2656 for the year 1995.
- x. By virtue of the said aforesaid deed the said KIC Resources Limited become the absolute owner of said property lying and situate Premises No. 74, Dr. Deodar Rahman Road, P. S. Tollygunge, Kolkata 700033 and have duly caused mutation of its name in the record of the Kolkata Municipal Corporation.
- xi. That subsequently the said Premises is re numbered as 70, Dr. Deodar Rahman Road, Ward No. 89, P. S. Tollygunge, Borough X,

Kolkata 700033 vide order dated 14.10.2015 passed by the Assessor-Collector, Assessment Department, Kolkata Municipal Corporation under Memo No. ACTTO/089/1052/15-16.

- xii. That the Vendor/ Promoter had obtained a plan sanctioned by the Kolkata Municipal Corporation bearing Building Permit No.2024100118 dated 22.08.2024 consisting of independent residential apartments and the car parking spaces within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof after demolishing the existing structure thereon [herein after referred to as the **said plans**].
 - a. The Vendor/ Promoter has exclusive right to revise the said plan to be sanctioned by the Kolkata Municipal Corporation.
 - b. The Vendor being the Promoter of the said project and shall be exclusively responsible to construct, erect, develop, market and do all other acts deeds and things for the purpose of developing the said Premises.
2. The Allottee upon taking inspection and being fully satisfied about (1) the title of the Vendor/ Promoter in respect of the said Premises, (2) the right of the Vendor/ Promoter to carry out construction, (3) the said sanctioned plan, (4) the specifications and the materials used in the unit and in the New Building, (5) the carpet area of the said Apartment and (6) the right of the Vendor/ Promoter to sell and transfer the said Apartment, has become desirous of acquiring All That the said Apartment and has approached the Vendor/Promoter to sell and transfer the same to the Allottee for the consideration and on the terms and conditions hereinafter contained.
 3. In pursuance of the proposed Ground + 3 storied building the Vendor/Promoter has commenced the construction of the said Project at the said Premises.
 4. The Vendor/Promoter, subsequent to the commencement of the Act,

have applied for registration of the said Project under the provisions of the Act being WBRERA Application no.: dated from the Real Estate Regulatory Act Authority, West Bengal.

5. The Allottee has applied for allotment of an apartment in the said Project vide Application dated and has been allotted ALL THAT the **Apartment No.....** containing a carpet area of **sq. ft. and exclusive balcony/varandah area of sq.fts.** be the same a little more or less on the **Floor** of the Project known as “**AARAV**” more fully and particularly described in **Part-II** of the **Schedule A** hereunder written Together With right to park one Car in the Covered Car Parking Space no.**CP-.....** on the Ground Floor more fully and particularly described in the **Part-III** of the **Schedule A** hereunder written and Together With the undivided proportionate impartible part or share in the land comprised in the said Premises more fully and particularly described in the **Part I** of the **Schedule A** hereunder written, attributable to the said apartment and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part V** and **Part VI** of the **Schedule A** hereunder written to be used in common with the other Allottees (hereinafter collectively referred to as the “**said Apartment**”).
6. By an Agreement for Sale dated the made between the Vendor/Promoter herein, and the Allottee/Purchaser herein, (said **Sale Agreement**) the Vendor/ Promoter have agreed to sell and the Allottee/Purchaser has agreed to purchase **All that** the residential Apartment **No.** containing a – carpet area of **sq.ft.** utility room sq. fts. exclusive verandah area of Sq. fts.,. be the same a little more or less on the **Floor** of the building known as “-----” Together With the undivided proportionate impartible part or share in the land

comprised in the said Premises more fully and particularly described in the **Part II** of the **Schedule A** thereunder written ("said apartment") thereunder written, attributable to the said apartment Together With the right to park car on the ground level of the said building more fully and particularly described in the **Part IIA** of the **Schedule A** thereunder written and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part IV** of the **Schedule A** thereunder written at and for the consideration therein mentioned and on the terms and conditions appearing in the said Sale Agreement forming part of the said agreement and on the other terms and conditions therein contained free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

7. The Said Agreement dated was duly registered in the office of in Book no....., Volume no....., Pages from to Being no..... for the year
8. At the request of the Allottee/Purchaser and pursuant to the said Agreement for Sale, the Vendor/ Promoter have agreed to transfer the said Apartment and the covered Car Parking Space described in the **Part II and Part IIA** of the **Schedule A** together with undivided proportionate impartible part or share in the land comprised in the said Premises attributable to the said Apartment to the Allottee/Purchaser and the Allottee/Purchaser shall pursuant to the provisions of the said Agreement, transfer the common areas in favour the Association to be formed for the said Project at a later stage under section -----of the ----- Apartment Ownership Act.

9. At or before execution of this Deed of Conveyance, the Allottee/Purchaser has inspected, investigated and satisfied themselves as follows:-

- i) the title of the said Premises;
- ii) the validity of the sanctioned plan of the new building;
- iii) the workmanship, specifications, materials used in the said Apartment;
- iv) the structural stability of the building;
- v) the right of the Vendor/ Promoter to sell and transfer the said Apartment and the right of the Vendor/ Promoter to construct the said project;
- vi) the carpet area and the built-up area of the said Apartment and the proportionate common area, facilities and amenities;
- vii) the fittings and fixtures installed and
- vii) the location of car parking spaces

10. The terms and conditions rights and obligations contained in the said Sale Agreement would apply to this Deed of Conveyance as far as possible or applicable or practicable.

11. Unless in this Sale Deed there is something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ASSOCIATION - shall mean any company under the Companies Act, 2013 or an Association of Purchasers in the Project to be duly formed by the Vendor/ Promoter under the provisions of ----- Apartment Ownership Act, -----or any other similar Act applicable thereto.

BUILDING – shall mean the new building constructed on the said Premises or on the part thereof containing **Ground plus** ----- storied are constructed and meant for residential purpose consisting of several independent and self contained residential apartments, duplex apartment, mechanical, ground floor level and other constructed areas in accordance with the specifications and sanctioned plan.

BUILT UP AREA - shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments and balcony area or verandah or utility room, if any.

CAR PARKING SPACE - shall mean all the spaces in the portions at the mechanical ground floor level and mechanical, whether open or covered, of the Project expressed or intended to be reserved for parking of motor cars.

CARPET AREA - shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area area but includes the area covered by the internal partition walls of the apartment.

For the purpose of this clause, the expression ‘exclusive balcony or verandah area means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee/Purchaser.

COMMON AREAS- shall mean and include the areas, as mentioned in **Part IV** of the **Schedule A**- hereunder written.

COMMON FACILITIES AND AMENITIES: shall mean and include the areas, facilities and amenities as mentioned in **Part IV** of the **Schedule A** hereunder.

COMMON MAINTENANCE EXPENSES – shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Purchasers as mentioned in the **Part V** of **Schedule A** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Purchasers.

COMMON PURPOSES – shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common

MAINTENANCE-IN-CHARGE – shall mean upon the formation of the Association and its taking charge of the acts relating to the Common Purposes from the Vendor/ Promoter and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, shall mean the Vendor/ Promoter.

PLANS - shall mean the plan sanctioned by Kolkata Municipal Corporation bearing Building Plan No.2024100118 dated 22.08.2024 by the Kolkata Municipal Corporation to construct a Ground plus three storied residential purposes consisting of self contained independent residential apartments, and the car parking spaces whether open or covered car parking spaces at the ground floor level of the new building within the said Project and the Common Areas and Common Facilities and Amenities thereto upon the said Premises or on the part thereof known as **“AARAV”**.

PROJECT – shall mean the residential building known as **“AARAV”** comprising of the Ground plus three storied (G+3) which are constructed and meant for residential purpose consisting of self contained independent

residential apartments, and the car parking spaces open or covered car parking spaces at the ground floor level of the new building within the said Project and the Common Areas and Common Facilities and Amenities constructed by the Vendor/Promoter in terms of the said Plan on the said Premises or on the part thereof together with all easement rights and appurtenances belonging thereto.

RULES- shall mean the -----

REGULATIONS- shall mean the Regulations made under the THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

SAID APARTMENT – shall mean **ALL THAT** the Apartment No. containing a carpet area of sq. ft be the same a little more or less corresponding built-up area of Sq.ft. be the same a little more or less and built-up area of Sq. ft on the floor of the building known as “**AARAV**” more fully and particularly described in the **Part II** of the **Schedule A** hereunder written together with the undivided proportionate impartible part or share in the land comprised in the said Premises more fully and particularly described in the Part I of the **Schedule A** hereunder written, attributable to the said Apartment and together with the right to park car in the covered/Open car parking space on the ground level of the new building in the parking area within the project more fully and particularly described in the **Part IIA** of the **Schedule A** hereunder written and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part IV** of the **Schedule-A** hereunder written.

SAID PREMISES/Land – shall mean All that part and parcel of a plot of land measuring 4 Cottah be the same a little more or less lying and situated at municipal Premises No. 70, Dr. Deodar Raman Road, P. S. Tollygunge, Ward no:- 089, Kolkata-700033, under the Kolkata Municipal Corporation more fully and particularly mentioned and described in the **Part I of Schedule A** hereunder written.

SAID SHARE – shall mean proportionate undivided indivisible impartible share in the said land comprised in the said Premises and in the Project attributable to the said Apartment agreed to be purchased hereunder by the Ppurchaser/s.

SECTION- shall mean a section of the Act.

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT :-

In pursuance of the said Agreement and in consideration of the sum of **Rs.** **(Rupees**) only paid by the Allottee/Purchaser to the Vendor/Promoter at or before the execution of these presents (the receipt whereof the Vendor/ Promoter do hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit, release and discharge the Allottee/Purchaser and the said Apartment hereby intended to be sold and transferred), the Vendor/Promoter do and each of them doth hereby grant transfer convey assure and assign unto and in favour of the Allottee/Purchaser **ALL THAT** the **Apartment No.** containing a carpet area of Sq. ft be the same a little more or less corresponding built-up area of Sq.ft. be the same a little more or less for the registration of Deed of Conveyance and building maintenance charges on the **floor** of the building of the building known as **“AARAV”** more fully and particularly described in the **Part II** of the **Schedule A** hereunder written and shown and delineated in the map or plan annexed hereto and bordered in colour **RED** thereon Together With the right to park car in the covered car parking space on the ground level of the new building in the parking area within the project—more fully and particularly described in the **Part IIA** of the **Schedule A** hereunder written, and Together With the undivided proportionate impartible part or share in the land comprised in the said Premises more fully and particularly

described in the **Part I Schedule A** hereunder written, attributable to the said Apartment and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part IV** of the **Schedule A** hereunder written, absolutely and forever free from all encumbrances charges liens attachments trusts whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas amenities and facilities in common with Co-Transferees and the other lawful occupants of the said building **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment - thereto **TOGETHER WITH** all rights, liberties, privileges, easements and appurtenances whatsoever of the Owners/ Vendor/Promoter into or upon the said Apartment and the said undivided, impartiable Share hereby conveyed **TO HAVE AND TO HOLD** the said Apartment - thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee/Purchaser absolutely and forever and free from all encumbrances subject to payment of such common maintenance expenses as mentioned in the **Part V of Schedule A** hereunder and in the Said Agreement for Sale.

AND THE VENDOR/ PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER as follows:

- (a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendor/Promoter done or executed or knowingly suffered to the contrary, the Vendor/Promoter is now lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the Said Apartment - thereto hereby granted, transferred, assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use, trust,

encumbrances or otherwise whatsoever to alter, defeat, encumber or make void the same.

- (b) AND that notwithstanding any act deed or thing whatsoever as aforesaid, the Vendor/Promoter now have good right, full power and absolute authority to grant, transfer and assign All that the Said Apartment - thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Allottee/Purchaser in the manner aforesaid.
- (c) AND that the Said Apartment - thereto hereby granted and conveyed or expressed so to be is now free from all claims, demands, encumbrances, liens, attachments, leases, lispensens, debutter or trusts made or suffered by the Owners or any person or persons having or lawfully or equitably claiming any estate or interest in the Said Apartment - thereto.
- (d) AND that the Allottee/Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment - thereto and receive the rents, issues and profits thereof of the Said Apartment without any lawful eviction, interruption, claim or demand whatsoever from or by the Owners or any persons having or lawfully or equitably claiming as aforesaid.
- (e) AND that the Allottee/Purchaser shall be kept free, clear and absolutely discharged, saved, harmless and kept indemnified against all estates charges encumbrances liens attachments lispensens debutter or trust claims and demands whatsoever created occasioned or made by the Owners and the

Vendor/Promoter or any person or persons lawfully or equitably claiming as aforesaid.

- (f) AND further that the Owners and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment - thereto or any part thereof under or in trust for the Owners shall and will from time to time and at all times hereafter at the request and at the costs of Allottee/Purchaser make, do, execute or cause to be done and executed all such acts, deeds or things whatsoever for further better or more perfectly assuring the Said Apartment - thereto and every part thereof unto and to the use of the Allottee/Purchaser in the manner aforesaid as shall or may be reasonably required.
- (g) AND also the Vendor/Promoter have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the Said Apartment - thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached or encumbered or affected in title or otherwise.
- (h) AND in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor/Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Vendor/Promoter within a period of 5 (five) years by the Allottee/Purchaser from the date of handing over possession, it shall be the duty of the Vendor/Promoter to rectify such defects without further charge, within 30 (thirty) days.

II. THE ALLOTTEE/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 UNDIVIDED SHARE HEREBY CONVEYED AND THE SAID APARTMENT - THERETO CONSTRUCTED BY THE VENDOR/PROMOTER AS FOLLOWS:-

- a) The Allottee/Purchaser has read and understood the terms of the Agreement for Sale, which is treated as part of this Deed of Conveyance, and have accepted the terms and conditions thereof. The Allottee/Purchaser do and each of them doth hereby covenant with the Vendor/Promoter to be always bound by the same and shall not violate the same in any manner whatsoever.
- b) to co-operate with the Maintenance In charge and other Purchasers in the management and maintenance of the building and the Project and other Common Purposes and formation of the Association.
- c) to observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said building and the said Project and in particular the Common Areas, Amenities and Facilities of the said Project and other common purposes.
- d) to use the said Apartment only for residential purpose in a decent and respectable manner and for no other purpose and not to use the said Apartment or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Co-Purchasers/ occupiers of the other portions of the said building and/or to the other owners and occupiers of the said Project or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- e) not to subdivide the said Apartment and the parking spaces or any portion thereof.
- f) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for the Said Apartment and proportionately for the new building and/or common

parts/areas and wholly for the Said Apartment and/or to make deposits on account thereof in the manner mentioned in the Agreement for Sale to the Vendor/Promoter and upon the formation of the Association to such Association. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the Said Apartment has been taken or not by the Purchaser/s. The said amounts shall be paid by the Allottee/Purchaser without raising any objection thereto regularly and punctually within 72 hours to the Vendor/Promoter and upon formation of the Association to such Association.

- g) To pay charges for electricity in relation to the said Apartment wholly and proportionately relating to the common parts.
- h) To maintain or remain responsible for the structural stability of the Said Apartment and not to do anything which would have the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the Said Apartment any goods which are so heavy as to affect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
- i) not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of his own car.
- j) not to park car on the pathway or open spaces of the building at any other place except the space allotted to them and shall use the pathways as would be decided by the Vendor/Promoter.
- k) not to let out transfer or part with the possession of the Car Parking Space, if the right of parking of car is granted hereunder, independent of the Said Apartment with the only exception being that the Allottee/Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the Apartment to any other Co-owner of the building and none else.
- l) not to allow watchman, driver, domestic servants or any other person employed by the Purchasers or their agents to sleep in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.

- m) unless the right of parking motor car is expressly granted and mentioned in the **Part IIA** of the **Schedule A** hereunder written, the Allottee/Purchaser shall not park any motor car or any other vehicle at any place in the building (including in the open space at the said project) and if the right to park car is so expressly granted the Allottee/Purchaser shall use the Car Parking Space only for the purpose of parking of his four wheeler.
- n) not to keep in the parking place anything other than private four wheeler. Dwelling or staying of any person in the said car parking space or blocking by putting any articles shall not be permitted. No vehicle belonging to the Allottee/Purchaser or to a member of the family or guest, tenant or lessee shall be parked anywhere in the open space save and except the guest parking space specially designated for the same or in such manner as to impede or prevent ready access to the entrance of the Building by another vehicle.
- o) not to use any part of or other Common Areas of the building and the said Project for bathing, washing car or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other Co-transferees.
- p) to use the Common Areas only to the extent required for ingress to and egress from the Said Apartment of men and materials and passage of utilities and facilities.
- q) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the building and the said project.
- r) not to claim any right whatsoever or howsoever over any other Apartment or portion of the building.
- s) not to claim any right of whatsoever nature over and in respect of any terrace appurtenant to any Apartment and not specifically allowed to be used by the Allottee/Purchaser, and the same shall remain the exclusive property of the apartment owner to whom specific right is or to be so granted.

- t) not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the Said Apartment save and except a letter-box in the ground floor at the designated place as be expressly approved or provided by the Vendor/Promoter and a decent nameplate or signage outside or above the main gate of their Said Apartment. It is hereby expressly made clear that in no event the Allottee/Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Said Apartment.
- u) not to alter the outer elevation of the building or any part thereof nor decorate the exterior of the building otherwise than in the manner agreed by the Maintenance in-charge in writing or in the manner as same as may be in which it was previously decorated.
- v) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other common Areas or in any other portion of the building nor into lavatories, cisterns, water or soil pipes serving the building nor allow or permit any other Co-transferee to do so.
- w) to keep the Said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartment/parts of the building and not to do or cause to be done anything in or around the Said Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Said Apartment. In particular and without prejudice to the generality to the foregoing, the Allottee/Purchaser do and each of them doth hereby covenant that the Allottee/Purchaser shall not make any form of alteration in the beams and columns passing through the Said Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- x) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act deed or activity in or through the said Apartment.
- y) maintain at their own costs, the Said Apartment in the same good condition state and order – clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions of all statutory authority and/or local body with regard to the user and maintenance of the Said Apartment as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the building and the project and to make such additions and alterations in or about or relating to the Said Apartment and/or the building as be required to be carried out by them or any of them, independently or in common with the other Co-transferees as the case may be without holding the Vendor/Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendor/Promoter saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottee/Purchaser.
- z) to keep all the pipes, drains, basins, sinks and water closets, in the said Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.
 - aa) to collect and/or to remove all refuse or rubbish whatsoever from the Said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places in the building or in the project by the Maintenance In-charge.
 - bb) not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Said Apartment or any part of the building or the project any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any

attachment or fitting in any way outside the Said Apartment save and except such as shall have been previously approved in writing by the Maintenance in-charge.

- cc) not to change or in any way, vary the frontage or the entrance door of the Said Apartment approved by the **Vendor**/Promoter or Maintenance in-charge for access to the Said Apartment or in any way to cut or alter the entrance door without first having obtained the written consent of the **Vendor**/Promoter or Maintenance in-charge, which shall not to be unreasonably withheld.
- dd) to insure and keep insured the Said Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Maintenance In-charge on demand the policy of such insurance and the receipts for the premiums so paid, from the Date of Commencement of Liability, which insurance shall include a Cross-Indemnity Clause and if the **Allottee**/Purchaser at any time fail to keep the Said Apartment insured as aforesaid, Maintenance in-charge may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by **Allottee**/Purchaser to Maintenance in-charge. Maintenance in-charge and/or the respective holders of areas in rest of the building shall insure their respective area as such policy shall include similar cross indemnity clause covering the **Allottee**/Purchaser for similar risks from the third party liabilities arising from the other parts of the building.
- ee) to be solely responsible for all their equipment and other property at the Said Apartment.
- ff) not to place or take into the lifts without the prior approval of Maintenance in-charge any baggage, furniture, heavy articles or other goods.
- gg) not to store any combustible or inflammable articles inside the Said Apartment or in part or portion of the building and the said Project except the cooking gas for cooking purpose.

- hh) not to discharge into any conducting media that serve the building any substance that may obstruct or cause damage or danger any noxious, poisonous or radioactive matter or anything likely to pollute or contaminate.
- ii) to fix or install air conditioners only at the designated place within the Said Apartment and not elsewhere.
- jj) no bird or animal shall be kept or harboured in the common area of the building and the said project.
- kk) not to violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the building and the said Project. Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the Said Apartment.
- ll) no radio or television aerial/antenna or any other aerial/antenna shall be attached to or hang from the exterior of the building. Further no antenna or aerial is also allowed to be installed on the roof.

- mm) no Purchaser shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other co-transferees. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television or loud speaker or music system in the Said Apartment which shall cause disturbance or annoyance to the other occupants/residents of the building.
- nn) not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- oo) not to use any part of the common areas for social and public gathering and not to allow children play in the public halls, stairways or elevators.
- pp) not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Said Apartment any weight higher than its load bearing capacity or as the Maintenance-In-Charge may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be noisy or cause dangerous vibration or be a nuisance to the other occupants/ residents of the building.

- qq) to permit the Vendor/Promoter or Maintenance-In-Charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with minimum 24 hours prior notice in writing to the Purchase/sr to enter upon the Said Apartment and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining space for all defects, decays and want of repairs there found.
- rr) no sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Vendor/Promoter nor shall anything be projected out of any window of the Building without similar approval.
- ss) water-closets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment owner in whose Apartment it shall have been caused.
- tt) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building for holding any cultural/social/functional program or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
- uu) The Allottee/Purchaser shall access the entrance exclusively meant and constructed for residential purpose only.
- vv) To abide by all such building rules and regulations as may be made applicable by the Vendor/Promoter before the formation of the Association and after the formation of the Association to comply with and/or adhere to all the building rules and regulations of such association.

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

- i) In the event of the Allottee/Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common expenses or any other amount payable by the Allottee/Purchaser under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Allottee/Purchaser hereunder, then without prejudice to the other remedies available against the Allottee/Purchaser hereunder, the Allottee/Purchaser shall be liable to pay to the Association interest at the rate of ---- per annum on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to :
- (a) disconnect the supply of electricity to the said Apartment.
 - (b) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee/Purchaser and their family members, servants, visitors, guests, tenants, licenses and/or the Said Apartment.
 - (c) to demand and directly realise rent and/or other amounts becoming payable to the Allottee/Purchaser by any tenant or licensee or other occupant in respect of the said Apartment.
- ii) The Allottee/Purchaser and all persons under them shall observe all the Rules and Regulations that be framed by the Association from time to time.
- iii) The right of the Allottee/Purchaser shall remain restricted to the respective Apartment and the properties appurtenant thereto and the Allottee/Purchaser shall have no right nor shall claim any right over and in respect of any other Apartment and/or any other portions/areas of the said Project.
- iv) The Allottee/Purchaser shall apply at his cost for separate assessment of the Said Apartment for municipal taxes and mutation of their name in respect of the said Apartment in the records of the ----- Municipal Corporation.

- v) From the date next to the date of making over possession of the said Apartment to the Allottee/Purchaser, the Allottee/Purchaser shall bear, pay and discharge exclusively the following expenses and outgoings:-
- a) Municipal rates and taxes, assessed in respect of the said Apartment directly to the Local Municipal concerned Authority/Corporation Provided That so long as the said Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee/Purchaser shall pay to the Promoter/Maintenance-in-Charge proportionate share of all such rates and taxes assessed on the building.
 - b) Until a separate meter is installed in respect of the said apartment the Allottee/Purchaser shall pay the electricity charges to the Maintenance-in-charge based on the reading shown in the sub-meter provided for the said apartment at the rate at which the Maintenance-in-charge shall be liable to pay the same to the Electricity Board.
 - c) The proportionate share of expenses of capital nature as be incurred/likely to be incurred by the Vendor/Promoter or the Maintenance-In-Charge on account of major repairs, replacement etc., of such Generator etc.;
 - d) The proportionate share of all Common Expenses (including those mentioned in the **Part V of Schedule-A** hereunder written) payable to the Vendor/Promoter or the Maintenance-In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee/Purchaser shall pay to the Vendor/Promoter or the Maintenance-In-Charge the maintenance charges calculated on actual basis per square feet per month of the built-up area of the said Apartment together with the proportionate common areas appurtenant to the said Apartment. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Vendor/Promoter or the Maintenance-In-Charge at its sole and absolute discretion after taking into consideration the common

- services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Allottee/ Purchaser.
- e) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee/Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by --- -----, from its consumers for the delay in payment of its bills).
- vi) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh (7th) day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Vendor/Promoter or the Maintenance-In-Charge. The bills and demands for the amounts payable by the Allottee/Purchaser shall be deemed to have been served upon the Allottee/Purchaser, in the event the same is left in the Said Apartment or any other place earmarked for the purposes thereof in the project.
- vii) The Maintenance-in-Charge shall look after the Common Purposes and the Allottee/Purchaser undertakes to regularly and punctually pay to the Maintenance-in-charge the maintenance charges and other amounts payable by the Allottee/Purchaser hereunder.
- viii) The Allottee/Purchaser shall observe the covenants as be deemed reasonable by the Maintenance-In-Charge from time to time for the common purposes.
- ix) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee/Purchaser shall be deemed to be the act, default or omission of the Allottee/Purchaser.

- x) The proportionate share of the Allottee/Purchaser in various matters referred herein shall be such as be determined by the Vendor/Promoter and the Allottee/Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- xi) Save and except the Said Apartment the Allottee/Purchaser shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartment and spaces or constructed areas or Car Parking Spaces at the building and the project and the Vendor/Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Owners and the Vendor/Promoter in their absolute discretion, shall think fit and proper and the Purchasers hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendor/ Promoter exclusively.
- xii) The undivided share in the land comprised in the said Premises and in the said Project hereby sold and transferred and attributable to the Said Apartment shall always remain indivisible and impartible.

SCHEDULE A

PART I

(SAID PREMISES)

ALL THAT piece and parcel of homestead land measuring total area 267.356 Sq. Mtr. (267.558 Sq. Mtr. as per Deed), less gift of the splayed corner to KMC 2.877 Sq.Mtr. more or less being the messuage land hereditaments and Premises No. 70, Dr. Daudar Rahman Road, P.S.:- Tollygunge, Ward no:- 089, BR.- X, Kolkata-700033 within the limits of Kolkata Municipal Corporation which is butted and bounded by:-

On the North : By Private Passage for 74A, Dr. Daudar Rahman Road.
 On the South : By Sultan Alam Road.
 On the East : By Dr. Daudar Rahman Road.
 On the West : By 74A, Dr. Daudar Rahman Road.

PART II
(Said Apartment)

ALL THAT the **Apartment No.** containing a carpet area of **Sq. ft., balcony/varandah area of sq.fts.** be the same a little more or less, and Super Built-up area for registration of Deed of Conveyance is **Sq. ft.** be the same a little more or less on the **Floor** of the building known as “**AARAV**” and shown and delineated in the map or plan annexed hereto and bordered in colour **RED** thereon and Together With the undivided proportionate impartible part or share in the land comprised in the said premises more fully and particularly described in the **Part I** of the **Schedule A** hereinabove written, attributable to the said apartment and Together With the undivided, proportionate indivisible part or share in the common areas, facilities and amenities of the said building as also in the said Project more fully and particularly described in **Part V** and **Part VI** of the **Schedule A** hereunder written.

(PART IIA)
(CAR PARKING SPACE)

ALL THAT the right to park Car in the Covered Car Parking Space no. **CP-.....** on the Ground floor within the project.

Part-III
(SPECIFICATIONS)

1. **Structure** : Structure of the building : R.C.C. framed structure.
2. **Flooring:**
 - a. **Common area** : Ceramic tiles/marble/granite tiles.

J. Apartment (Flooring):

Living & Dining	:	Vitrified tiles
Master Bedroom	:	Vitrified tiles
Other Bedrooms	:	Vitrified tiles
Balcony	:	Vitrified/Antiskid ceramic tiles
Kitchen	:	Vitrified/Antiskid ceramic tiles

c. Toilets (Flooring):

Antiskid Ceramic tiles flooring.

Glazed / Ceramic tile dado up to door frame level.

PART-IV**1. Toilets:**

Hot and cold wall mixer for all the toilets.

CP shower with arm in bath area for all the toilets.

All of reputed make.

3. Doors:

Main door-flush door with one side lamination.

All other doors made of flush shutters.

4. Windows:

Aluminium/UPVC sliding windows.

Ventilators for toilets.

5. Painting:

Exterior finish with weather coat paint or any other material as decided by the Architect.

Internal walls and Ceilings with putty/Gypsum coating.

6. Electrical :

TV point in the living room & Master bedroom.

Fire resistant electrical wires of Reputed brand.

Electrical Modular switches of Reputed make.

Intercom point in living area.

Air condition point in all bedrooms & living room.

PART -V

(COMMON AREAS)

1. Main gates to the New Building;
2. Ultimate roof
3. Concealed electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
4. Drains and sewers from the New Building to the Corporation drain.
5. Staircases and landings with Marble/Vitrified tiles flooring having Aluminium slide windows.
6. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different Apartment/units and from reservoir to overhead water tanks and also the pump rooms.
7. Water and sewage, evacuation pipes from the Apartments/units to drains and sewers common to the New Building.

PART - VI

(COMMON AMENITIES AND FACILITIES)

1. Electrical installations and main switches and meter room.:
2. Intercom facility from each apartment to the security room.
3. Passenger lift.
4. A CCTV camera will be installed in the Lobby and Periphery Vital Points.
5. Fire fighting installations.

PART VII

(COMMON EXPENSES)

1. **MAINTENANCE**: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and enjoyed or used by the allottees in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the Building and enjoyed by the allottees or used by him in common as aforesaid and the boundary walls, compounds etc. of the Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Building so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL**: All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons,

caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.

4. **MAINTENANCE IN CHARGE**: Establishment and all other expenses of the Maintenance in charge and also similar expenses of the Vendors or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).
6. **INSURANCE**: Insurance premium for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors and/or the Maintenance in charge for the common purposes.

Schedule B

[The floor plan of the Apartment]

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

SIGNED, SEALED AND DELIVERED

by the said **VENDOR/ PROMOTER** in the presence of :-

SIGNED, SEALED AND DELIVERED

by the said **PROMOTER/ DEVELOPER** in the presence of :-

SIGNED SEALED AND DELIVERED

by the said **ALLOTTEE/ PURCHASER** in the presence of:-

RECEIPT AND MEMO OF CONSIDERATION

R E C E I V E D of and from the within-named Purchaser the within-mentioned sum of **Rs. (Rupees)** **only** being the full consideration money as per Memo below:

MEMO OF CONSIDERATION

CHEQUE/ DRAFT NO.	DATE	BANK	BRANCH	AMOUNT (Rs.)

WITNESSES :

Drafted by :

