

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is made on this ____ day of _____, 2025 at Kolkata

BY AND AMONGST

(1) SRI TAPENDRA NATH BANERJEE (PAN ADFPB4057N, Aadhaar No. 9648 9264 6603 and Mobile No. 9903025637) son of Late Rajendra Nath Banerjee, by faith Hindu, by Nationality Indian, by Occupation Businessman, residing at No. 145/A/2, South Sinthi Road, Kolkata 700050, Post Office and Police Station Sinthi, **(2) SRI ARINDAM BANERJEE (PAN AFSPB4259D; Aadhaar No. 9608 8727 3908 and Mobile No. 9231963076)** son of Sri Dipendra Nath Banerjee, by faith Hindu, by Nationality Indian, by Occupation Businessman, residing at No. 145A, South Sinthi Road, Kolkata 700050, Post Office and Police Station Sinthi And **(3) SRI TIRTHANKAR BANERJEE (PAN BIJPB4015N) Aadhaar No.- 4184 9664 0314 and Mobile No. 9903976509,** son of Sri Tapendra Nath Banerjee, by faith Hindu, by Nationality -Indian, by Occupation Businessman, residing at No. 145 A/2, Sinthi, South Sinthi Road, Kolkata 700050, P.O. and P.S. Sinthi, hereinafter jointly and collectively referred to as the **LAND OWNERS** (which express shall mean and include unless excluded by or repugnant to the context of their legal heir or heirs, executor or executors and assigns)) of the **ONE PART**

AND

M/s. SATYA KRISHNA ENTERPRISE, a partnership firm having PAN: ADNFS1451R having its office at 145A/2, South Sinthee Road, Post Office Sinthee, Police Station Sinthee, Kolkata 700050 represented by its partners **(1) TAPENDRA NATH BANERJEE (PAN ADFPB4057N, Aadhaar No. 964892646603 and Mobile No.9903025637)** son of Late Rajendra Nath Banerjee, residing at No. 145/A/2, South Sinthi Road, Kolkata 700050, Post Office and Police Station Sinthi, **(2) TIRTHANKAR BANERJEE (PAN BIJPB4015N, Aadhaar No. 418496640314 and Mobile No.9903976509)** son of Sri Tapendra Nath Banerjee, residing at No. 145A/2, South Sinthi Road, Kolkata 700050, Post Office and Police Station Sinthi and **(3) ARINDAM BANERJEE (PAN AFSPB4259D, Aadhaar No. 960887273908 and Mobile No. 9231963076)** son of Sri Dipendra Nath Banerjee, residing at No. 145A, South Sinthi Road, Kolkata 700050, Post office and Police Station-Sinthi, hereinafter referred to as the **“DEVELOPER/PROMOTER“** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **SECOND PART:**

AND

[If the Allottee is an individual]

Mr. _____, (Aadhaar no. _____) son of _____ aged about-----years, residing at _____ (PAN _____) , hereinafter referred to as the “Allottee/Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns).

or

[If the Allottee is the company]

_____ (CIN no. _____), a company incorporated under the provision of the companies act , [1956 or 2013 , as the case may be], having its registered office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the “Allottee/Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest , executors, administrators, and permitted assignees) of the **THIRD PART:**

[or]

[If the Allottee is the Partnership Firm or a LLP]

_____ a partnership firm (or a Limited (or **A LLP**) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____ (PAN - _____), represented by its authorized Partner, _____ (Aadhar No. _____) authorized vide _____ hereinafter referred to as the “Allottee/Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **THIRD PART:**

[or]

[If the Allottee is a HUF]

Mr _____ (PAN No _____) son of _____, aged about, for self and as the Karta of the Hindu Joint Mitakshara Family known as

.....HUF, having its place of business/ residing at _____,

PAN no. _____) hereinafter referred to as the “Allottee/Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns,) of the **THIRD PART**:

Land Owners, Promoter/Developer and Allottee/Buyer are hereinafter individually referred to as such or as Party and collectively as Parties.

SECTION I

DEFINITIONS - For the purpose of this Deed of Conveyance, unless the context otherwise requires: -

In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- 1) “**Act**” means the the Real Estate (Regulation and Development) Act, 2016.
- 2) “**Allottee/Buyer/Purchaser/Owner**” means the person to whom an Apartment in the Said Project particularly or in the Project generally, as the case may be, has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent and also includes the Allottee herein. The term ‘Allottee’ shall mean and include:
 - (a) If he/she be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
 - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.

- (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
 - (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
 - (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
 - (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.
- 3) **“Apartment”**, whether called a dwelling unit or flat or premises or suit or tenement or unit or by any other name, means a separate and self-contained part of the Building of the Said Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in any such Building or the Project Land, used or intended to be used for any residential cum commercial purpose.
- 4) **“Association”** shall mean an association of all the allottees of the Project (including the Developer for such apartments in the Project not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- 5) **“Building”** shall mean the One Ground Plus Ten (G + X) building on the Project Property, the Developer has already sanctioned the building plan comprising of Ground plus Ten floors on Project Property and shall also include such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter on the Project Land from time to time.
- 6) **“Built-Up Area”** and/or **“Covered Area”** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein. Provided That if any wall, column or pillar be common between two apartments, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such apartment.

- 7) **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.
- 8) **“Common Expenses and Charges”** shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Project Common Areas and Project Common Amenities and Facilities and also the Project Property, and also the expenses for Common Purposes of the Allottees the Project and shall be payable proportionately by the Allottee periodically as part of maintenance charge.
- 9) **“Common Purposes”** shall include the purposes of managing and maintaining the Project, the Buildings and in particular the Project Common Areas and Project Common Amenities and Facilities, rendition of services in common to the allottees of the Said Project, collection and disbursement of the Common Expenses and Charges and dealing with the matters of common interest of the allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective apartment exclusively and the Project Common Areas and Project Common Amenities and Facilities in common.
- 10) **“Car Parking Spaces”** shall mean such spaces in the Project that may be sanctioned by the competent authority as a parking space, excluding such open car parking spaces which are part of the Project Common Areas and Project Common Amenities and Facilities and are set aside for visitor car parking spaces.
- 11) **“Project Common Areas/Portions”** shall mean such common areas and installations including but not limited to all passages, pathways, entrances, main entrances, gates, gardens & parks, sewerage (if any), and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, amenities, that may be built or installed by the Promoter on the Project Property from time to time for the use and enjoyment thereof by all the allottees of the Said Project in common with the other allottees of the Said Project more particularly mentioned in the **Schedule-E** hereto.
- “Exclusive Common Areas/Portions”** shall mean such common areas for construction of Multi Level Mechanical Car Parking in the open spaces of the Project, as sanctioned by the Authority.

- 12) **“Proportionate”** with all its cognate variations shall mean the ratio the Carpet Area of any Apartment in the Project, may bear to the total Carpet Area of each of the Apartment in the Project.
- 13) **“Proportionate Undivided Share”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in the Project Land and the Project Common Areas in the Project, that is attributable to such apartment at any point of time.
- 14) **“Regulations”** means the regulations made by the The West Bengal Real Estate Regulatory Authority (WBRERA) under the Real Estate (Regulation and Development) Act, 2016;
- 15) **“Rules”** means The West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- 16) **“Said Apartment and appurtenance”** as more particularly mentioned and described in the **Schedule-B** together with the right to use the proportionate undivided share in the Project Common Areas together with the right of common use and enjoyment of the Project Common Amenities and Facilities together with Car Parking Space including additional car parking if any particularly mentioned and described in the **Schedule-B** hereunder written.
- 17) **“Sanctioned Plans”** shall mean the plan sanctioned by the Kolkata Municipal Corporation (K.M.C.) vide B.P.No. - _____ dated 04th September, 2025, subsequently revised vide Building Sanction if any, for construction of the Building on the Project Land, and shall deem to mean and include any modifications and/or amendments thereto, including but not limited to extensions thereof and shall also include any other plan or plans sanctioned by any other department or departments authorized to do so.
- 18) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- 19) **“Singular”** number shall include the **“Plural”** and vice versa
- 20) The term or expression **'Party'** according to the context refers to the Promoter, Land Owners or the Allottee and the term or expression **'Parties'** refers to the Promoter, the Land Owners and the Allottee

collectively. Reference to a **gender** includes a reference to all other genders.

SECTION II

1. WHEREAS

1.1 The Land Owners hereto are the owners of the Project Land ALL THAT piece and parcel land measuring about **20** (twenty) Cottahs more or less of the Premises No. 57C/3, Barrackpore Trunk Road, Police Station Sinthi, Kolkata-700002, Assessee No 110020106645, Ward No. 002, under the Kolkata Municipal Corporation, District 24-Parganas (North), which was also a part of the Eastern side of Premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata-700002, (**Said Project Land**) (morefully described in **Schedule "A"** hereunder written and shown in the plan annexed hereto, being Annexure "A", duly bordered thereon in '**RED**'). Facts about devolution of title of the Land Owners to the Said Project Land is described below:

WHEREAS, The Said Project Land described in the Schedule "A" hereunder originally comprised of one Gopeswar Dutt during his lifetime made and published his Last Will and Testament dated 24th June, 1909 in Bengali language and he bequeathed all his properties movable and immovable to his wife namely, Smt. Jarat Kumari Dassi.

AND WHEREAS the said Gopeswar Dutt died on 27th June, 1909 leaving behind his wife namely, Smt. Jarat Kumari Dassi as his sole legal heir and representative and thereafter the said Jarat Kumari Dassi filed an application before the Hon'ble High Court at Calcutta for obtaining Probate and subsequently by the order dated 18th July, 1911 the Hon'ble Court granted the Probate in favour of said Smt. Jarat Kumari Dassi.

AND WHEREAS the said Smt. Jarat Kumari Dassi, a Hindu lady with a pious desire and intention by a Registered Deed of Trust executed by her on December 03, 1924 appointed five Trustees named therein and transferred and vested a portion of Premises No. 57, Barrackpore Trunk Road, Kolkata 700002 (subsequently numbered as 57B & C, B.T. Road, Kolkata) and the premises No. 7, Little Russel Street, Kolkata with the provisions that 1/3rd of the rents issues and profits of the said premises No. 7, Russel Street, Kolkata earmarked for the purpose of establishing a school and for affording facilities for imparting free education to the poor students in the neighbourhood of the South Sinthi, Cossipore and Baranagar area and named the school as "Gopeswar Dutt School" after the name of her deceased husband, Gopeswar Dutt and Trustees so appointed consented thereto and laid down the terms and conditions to be followed by the Trustees for the proper management and running of the school.

AND WHEREAS the said Deed of Trust was registered within the office of the Registrar of Calcutta and the said deed has been recorded in Book - 1, Volume No. 139, Pages from

280 to 286, being No. 5325 for the year 1924.

AND WHEREAS the said "Gopeswar Dutt School" was started at the said premises No. 57B & C, Barrackpore Trunk Road, Kolkata. The Headmaster, Teachers and other staffs were duly appointed by the Trustees. Students were admitted to the school in different classes according to merits, gradually number of students increased and at all material times there had been substantial number of students.

AND WHEREAS in accordance with the wish of the settlor the said school was affiliated to the then University of Calcutta upto matriculation and now upto Madhyamik level.

AND WHEREAS thereafter three of the Trustees of the said Trust died and out of two continuing Trustees, one Trustee tendered resignation and the other Trustee was unwilling to act. Thereupon Smt. Jarat Kumari Dassi, the Settlor filed a suit in the Hon'ble High Court at Calcutta being Suit No. 1788 of 1935 (Jarat Coomaree Dassi Vs. Sushil Chandra Chatterjee & Others) against the surviving Trustees under Section 92 of the Civil Procedure Code, 1908, inter alia, for appointment of new Trustees, alteration of the name of the school from "Gopeswar Dutt School" to "Gopeswar Dutt Free School", addition of further properties being moveable and immovable to the trust, such as landed property of Premises No. 57, Barrackpore Trunk Road, Kolkata 700002 framing of scheme for management and for other reliefs as mentioned in the plaint filed in the suit.

AND WHEREAS the said suit was decreed by the Hon'ble High Court at Calcutta by a judgement and order dated January 31, 1936 and a scheme of management of the said school was framed and official trustee was appointed as the sole trustee of the said Trust.

AND WHEREAS pursuant to the judgement and order dated January 31, 1936 an Indenture dated December 11, 1936 was made by Smt. Jarat Kumari Dassi, the settlor of the one part and the Official Trustee of Bengal of the other part wherein the settlor donated remaining portion of 57, B.T. Road Four Bighas of land included in the earlier Deed of Trust dated December 03, 1924 and also donated some Government Promissory Notes as stated therein.

AND WHEREAS the said Jarat Kumari Dassi executed another registered Deed of Trust dated 14th July, 1945 wherein she installed a deity by the name of Sree Sree Radha Raman Jew in her dwelling house being Premises No. 57A, Barrackpore Trunk Road and the Trust properties mentioned therein. AND WHEREAS the said Deed of Trust was registered with the office of the Sub-Registrar, Cossipore, Dum Dum and the same has been recorded in Book No-I, Volume No-31, Pages 32 to 41 being No-1649 for the year 1945.

AND WHEREAS in the year 1974 some of the heirs of the Settlor instituted a suit in this Hon'ble Court against the Trustees being Suit No. 309 of 1974 (Prayag Chand Roy & Others - Vs. Birendra Narayan Roy & Others) claiming inter alia, for their appointment as Trustees of the said Trust in terms of the Will of the Settlor. In the said Suit No. 309 of 1974, Sri Pashupati Roy, made an application for appointment of a Receiver over the properties belonging to the said Trust. Meanwhile in or about 1974, some of the Teachers

of the said school made an application before the Hon'ble High Court at Calcutta being Matter No. 177 of 1974 (Gopeswar Dutt Free School & Another Vs. Official Trustee of West Bengal & Others), interalia, claiming arrears of salaries. After hearing the said application the Hon'ble Court by a judgment and order pleased to appoint a committee and gave directions for payment of teacher's salary. Mr. Gour Roy Choudhury, a member of the Bar was appointed as the Chairman of the New Committee. Sri Pashupati Roy and Kashi Nath Roy, since deceased were appointed as its members.

AND WHEREAS the aforesaid School namely Gopeswar Dutt Free School is running at premises No. 57B, B. T. Road and the adjacent School ground area more or less 3 Bighas of land along with structure situated at premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata-700 002.

AND WHEREAS the Said Premises 57C, Barrackpore Trunk Road, Kolkata-700002 is wrongly mutated in the name of Estate of Jarat Kumari Dassi Radha Kishore Madhab Kishore Madan Kishore Roy Trustees shebait to Sree Sree Radha Raman Jew with the Kolkata. Municipal Corporation being Assessee No. 110020100151 which was created during July 1945 and duly mutated against Premises No 57A B.T.Road (now renumbered as 57A/5, Barrackpore Trunk Road, Kolkata vide Assessee No 11-002-01-0311-5 in place of correct name as "GOPESWAR DUTT FREE SCHOOL" (PAN AABTG7573M) a Registered Charitable Trust, which was created during December 1936 which is much earlier than the Trust Deed of 1945 as referred to above and as such K.M.C. record required to be corrected beforehand for effecting Mutation/Separation in favour of proposed Purchasers following the guideline and direction of Honourable High Court and paying taxes by the trustees, hereinafter referred to as the "entire property" and morefully described in the Schedule written hereunder.

AND WHEREAS due to non-availability of funds the Managing Committee was unable to pay the salaries of the teaching and non-teaching staffs for quite some time. In such circumstances the Managing Committee filed an application being G.A. No. 647 of 2011 in ACR No. 2 of 2010 praying for orders, interalia, for sale of a portion of vacant land situated at 57C, Barrackpore Trunk Road, Kolkata and discharge of the Official Trustee and the Chairman of the Managing Committee. After hearing the Hon'ble Court by an order dated November 02, 2011 was pleased to discharge the Official Trustee of West Bengal from acting as such Trustee of the said Trust and directed him to hand over the assets to Sri Pashupati Roy, a trustee and a member of the Managing Committee appointed by the Hon'ble Court. Gour Roy Chowdhury, the Chairman of the Managing Committee was also discharged by the same order of the Hon'ble Court.

AND WHEREAS Sri Pashupati Roy, the Continuing Trustee No.1 is desirous of appointing the New Trustees for the Constitution of a Board of Trustees of the said school as per the provisions laid down in the Deed of Trust dated December 03, 1924 as amended by the Deed of Trust dated December 11, 1936, for the purpose of administration and management of the said School.

AND WHEREAS due to paucity of funds, the Board of Trustees of the said trust had decided to sell two bighas of land of the East portion, out of Schedule property, of the

premises No. 57C, Barrackpore Trunk Road, Kolkata. Accordingly the four Trustees Sri Paashupati Roy, Sri Chira Ranjan Addy, Sri Raj Sekhar Roy and Sri Abik Kumar Dutta jointly filed an application under section 7 of the Charitable and Religious Trust Act, 1920 praying, inter alia, to sell two bighas of land to the East portion of Premises No. 57C, Barrackpore Trunk Road, Kolkata along with other reliefs before the Hon'ble High Court at Calcutta which is registered being ACR No. 2 of 2014.

AND WHEREAS during pendency of the application the said Chira Ranjan Addy, one of the Trustees have died and Sri Suvodip Sen is inducted by virtue of a registered Deed of Appointment of a New Trustee dated April 09, 2021 by the continuing three trustees viz. Sri Pashupati Roy, Sri Raj Sekhar Roy and Sri Abhik Kumar Dutt.

AND WHEREAS as per the direction of the Hon'ble High Court, Calcutta, the Learned Advocate/receiver made an advertisement published in the daily newspapers namely, Bartaman and The Statesman dated July 21, 2022 inviting offer for sale of two bighas of land following prescribed guide line and procedure. After such advertisement the present purchasers alongwith another group of purchasers became willing to purchase the entire two bighas of land to the eastern portion of 57C, B.T.Road, Kolkata.

AND WHEREAS by an order dated May 15, 2023 finally the Hon'ble High Court at Calcutta has pleased to pass an order for sell of two bighas i.e. forty kathas of land from the Schedule property.

The present Land Owners namely (i) Sri Tapendra Nath Banerjee, (ii) Sri Arindam Banerjee and (iii) Sri Tirthankar Banerjee are directed to purchase 20 (twenty) cottahs of land and remaining 20 (twenty) Kathas of land are directed to purchase by two sets of purchasers namely, (1) M/s Aryan Enterprises and NDBD Creation, a partnership firm being represented by Sri Buddhadev Das, (2) Sri Amit Kumar Das, Sri Bachhulal Pakhira, Sri Lakhsman Das, Sri Narayan Das, Sri Soumen Mondal and Sri Dibyendu Roy within a period of four weeks from the date of the said order. Thereafter the Vendors/Trustees are directed to execute and register the Deed of Conveyance in favour of the Purchaser/s within the following four weeks.

AND WHEREAS as per direction of the Hon'ble High Court Calcutta the present Land Owners agreed to purchase ALL THAT piece and parcel of homestead land measuring about 20 Cottahs more or less along with one storied structure with tin shed measuring about 1,250 sq. ft. from the eastern side of Schedule Property being premises No. 57C, Barrackpore Trunk Road, Kolkata 700002, hereinafter referred to as the "Said Property" and morefully described in the Schedule written hereunder.

AND WHEREAS the Present Land Owners have duly paid the entire consideration amount as per the direction of the Hon'ble Court.

By a Deed of Conveyance dated 21st June 2023 made between Gopeswar Dutt Free School, a registered Charitable Trust represented by its Trustees Sri Pashupati Roy, Sri Suvodip Sen, Sri Abhik Kumar Dutt and Sri Raj Sekhar Roy, the Vendors therein and Sri Tapendra Nath Banerjee, Sri Arindam Banerjee and Sri Tirthankar Banerjee, the

Purchasers therein (the Present Land Owners), and registered in the office of Additional Registrar of Assurances II, Kolkata in Book -I, Volume No. 1902-2023, Pages 270507 to 270551 being No. 190208478 for the year 2023, (Said Conveyance Deed) the present Land Owners have purchased ALL THAT piece and parcel of one storied tin shed structure measuring about 1250 sq.ft. together with homestead land measuring about 20 cottahs situated on the eastern side of Premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata 700002 within the Kolkata Municipal Corporation, District 24 Parganas (North).

After purchase of the said Property, the present Land Owners have mutated their names as owners of the said Property in the record of Kolkata Municipal Corporation and the said Property being the eastern portion of Premises No. 57C, Barrackpore Trunk Road is now separately assessed and numbered as Premises No. 57C/3, Barrackpore Trunk Road, Kolkata having Assessee No. 110020106645.

Thus, the Said Sri Tapendra Nath Banerjee, Sri Arindam Banerjee and Sri Tirthankar Banerjee, became seized and possessed of and/or otherwise well and sufficiently entitled to the Said Property, as morefully described in the Schedule-A hereinafter below.

- 1.2 The Land Owners are not being bound by any agreement and as such are free to enter into further or other agreement in respect of the Said Project Land. Accordingly, the Land Owners being desirous of developing the Said Project Land by constructing a multi-storied building consisting of Several Flats and/or Apartments/Units, Car Parking Space, Commercial Spaces like Shops, Offices, Parlour, Banquet Hall for social programs, meetings etc in accordance with and along with the benefit of the Building Plan already sanctioned from the Kolkata Municipal Corporation bearing Building Permit B.P. No. _____ dated _____, under Ward No._____, Borough _____, of the Kolkata Municipal Corporation, approached the Promoter/Developer herein for construction of multi-storied Ground + Ten (G+X) residential cum commercial building (**Said Building**) consisting of several Flats and/or Apartments/Units, Car Parking Space, Commercial Spaces like Shops, Offices, Parlour, Banquet Hall for social programs, meetings etc in the Said Project Land (**Said Project**).
- 1.3 The Promoter/Developer being interested to develop the Said Project Land having experience in the field of building construction and development work has agreed to the said proposal of the Land Owners to develop and construct a Ground + Ten (G+X) residential cum commercial building, consisting of several Flats and/or Apartments/Units, Car Parking Space, Commercial Spaces like Shops, Offices, Parlour, Banquet Hall for social programs, meetings etc in the Sai Project Land at its own cost and expenses.
- 1.4 For the purposes of developing the Sai Project Land, The Land Owners entered into a Development Agreement dated 07.03.2024 with the Developer/Promoter and registered it in the Office of the Additional Registrar of Assurances-IV, recorded in Book No.1, Volume No.1904-2024 in Pages 196586 to 196632, Being No. 1904-03259

for the year 2024 and granted the exclusive right of Development unto and in favor of the Developer (**Said Development Agreement**).

- 1.5 By a Power Of Attorney dated 08.03.2024 registered in the office of the Additional Registrar of Assurances-IV, recorded in Book No.1, Volume No.1904-2024 in Pages 196807 to 196830, Being No. 1904-03267 for the year 2024, the Land Owners granted development powers to the Developer/Promoter to undertake the development in terms of the Said Development Agreement (**Said Power of Attorney**).
- 1.6 The Sanctioned Building Plan for the Project was obtained from Kolkata Municipal Corporation (K.M.C.) vide B.P.No.- _____ dated _____, for construction of a Ground + Ten (G+X) residential cum commercial building, consisting of several Flats and/or Apartments/Units, Car Parking Space, Commercial Spaces like Shops, Offices, Parlour, Banquet Hall for social programs, meetings etc and the said project shall be known as “**Avishikta Heights**”.
- 1.7 The Developer/Promoter has registered the Said Project under the provisions of The Real Estate (Regulation And Development) Act, 2016 at Kolkata on _____ under Registration No. _____ with The West Bengal Real Estate Regulatory Authority (**WBRERA**).
2. The Developer/Promoter formulated a scheme and announced for sale of several Flats and/or Apartments/Units, Car Parking Space, Commercial Spaces like Shops, Offices, Parlour, Banquet Hall for social programs, meetings etc to prospective Purchasers (Allottees).
- 2.1 The Allottee, intending to be a Transferee, upon full satisfaction of the Land Owners’ title and the Promoter/ Developer’s authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Developer/Promoter has allotted the same to the Allottee, who in due course entered into an agreement for sale dated _____ registered in the Office of the _____, in Book No. __, Volume No. _____, Pages _____ to _____, being Deed No. _____ for the year _____. (“**Said Sale Agreement**”) for purchase of an Apartment being no_____type _____ BHK, on _____floor, _____Side, in the Said Building having carpet area of _____ square feet corresponding to Built-up area of _____square and super built-up area of _____, square feet, with attached balcony having an area of _____ Square feet, more or less, (**Said Apartment**) demarcated in the Floor Plan

annexed hereto and marked as **Annexure-B** and pro rata share (in the “common areas” (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building in the G + X residential cum commercial building namely “**Avishikta Heights**” together with ___(____) car parking space being car parking no._____, having an area of _____ Sqft. located on the ground floor or right to use of _____(____) car parking space located on the Multi-Level Mechanical Car Parking Spaces, more particularly described in Schedule “B” below (“**Said Parking Space**”) together with right to use of pro rata share in the common areas of the Project (Share In Common Areas), the said common areas of the Project being described in Schedule “E” below (“**Common Areas**”); and also together with undivided, impartible, proportionate and variable right and interest in share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment (Land Share). The said Apartment, the said Parking Space (if any), and Share In Common Areas, and Land Share collectively described in Schedule “B” below (collectively “**Said Apartment And Appurtenances**”). (hereinafter referred to as the “ **Said Apartment And Appurtenances**” as per Floor Plan annexed hereto and collectively marked **Annex-B** and described in **Schedule B**), on the terms and conditions contained therein.

- 2.1. By the Said Agreement for Sale, the Land Owners and the Developer/Promoter agreed to sell and the Allottee agreed to purchase ALL THAT the Said Apartment And Appurtenances at or for the consideration and on the terms and conditions, morefully therein contained.
- 2.2. In pursuance of the aforesaid and by these presents the **Said Apartment And Appurtenances** (along with the rights appurtenant thereto) and the Pro rata share in the Common Area with the right to use such Common Areas, along with other allottees of the Said Building and/or the Project (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Developer / Promoter and the Land Owners to the Allottee.
- 2.3. The Land Owners and the Developer/Promoter have since caused to be completed construction of the Said Apartment And Appurtenances in accordance with the Sanctioned Plans and has been issued the Occupancy Certificate for the Project vide No.

_____ dated _____ by the Kolkata Municipal Corporation (“Occupancy Certificate”).

- 2.4. The Allottee has from time to time paid the Total Consideration as recorded in Said Agreement for Sale, for purchasing the Said Apartment And Appurtenances and have fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Apartment And Appurtenances, the Allottee hereby confirms that the Promoter has duly complied with its obligations contained in Said Agreement for Sale and is not in default of its obligation therein.
- 2.5. The Developer/Promoter has called upon the Allottee to take lawful, vacant, peaceful physical possession of the Apartment And Appurtenances and pursuant thereto the Allottee has taken such possession of the Apartment And Appurtenances to the Allottee’s full satisfaction.
- 2.6. Now at the request of the Allottee, the Land Owners and the Developer/Promoter have in terms of the Said Agreement for Sale agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.
- 2.7. It is recorded that at or before execution of these presents, the Allottee has by obtaining independent professional services, examined and fully satisfied himself as to the following:
- (a) The right, title and interest of the Land Owners to the Said Project Land and also the Said Apartment And Appurtenances;
 - (b) The right of the Developer/Promoter in respect of the Said Project Land
 - (c) The Sanctioned Plan sanctioned by the K.M.C. and the Occupancy Certificate;
 - (d) The allottee has measured the carpet area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof;
 - (e) The specifications of materials used for construction of the Said Apartment And Appurtenances and the Buildings;
 - (f) The terms, conditions, restrictions and obligations contained in the Said Agreement for Sale and these presents to be complied with and/or observed and performed by the

Allottee during his period of ownership of the Said Apartment And Appurtenances and the scheme of user and enjoyment of the Common Areas of the Said Project;

(g) The extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in and/or elsewhere in this Conveyance.

And hereby accepts the same and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

2.8. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed of Conveyance as per Section 17 of the said Act of 2016, on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the Said Apartment And Appurtenances by the Land Owners , Developer/Promoter to and in favour of the Allottee, and the right in respect of the undivided proportionate title in the Common Areas of the Said Project Land in favour of the Association. The formation of Association of Allottees is under the process of registration. Even though the Association is under formation, the Allottees has requested for immediate completion of sale of the said Apartment And Appurtenances and accordingly this Deed is being executed.

SECTION III

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

1. CONVEYANCE AND TRANSFER BY WAY OF SALE

In consideration of the payment of sum of Rs _____/- (Rupees: _____) for the Price of the Apartment (excluding Goods & Service Tax) based on the carpet area and Rs. _____/- (Rupees _____) for car parking space, if any, and the Goods and Service Taxes is Rs. _____/- (Rupees _____) aggregating to Rs. _____/- (Rupees _____) ("Total Consideration") and of the covenants, terms, conditions, stipulations and/or

agreements hereinafter contained and on the part of the Allottee to be observed, performed and paid by the Allottee to the Developer/Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Said Apartment And Appurtenances being hereby conveyed), the Land Owners and the Developer/Promoter do and each of them doth hereby grant convey sell transfer absolutely and forever unto and in favour of the Allottee ALL THAT the Apartment being no_____type _____ BHK, on _____floor, _____Side, in the Said Building having carpet area of _____ square feet corresponding to Built-up area of _____square and super built-up area of _____, square feet, with attached balcony having an area of _____ Square feet, more or less,(Said Apartment) demarcated in the Floor Plan annexed hereto and marked as **Annexure-B** and pro rata share (in the “common areas” (user right only since Common Area will be conveyed to Association) common parts, portions, facilities and amenities and also user right in the land beneath the building in the G + X residential cum commercial building namely “**Avishikta Heights**” ” together with ___(____) car parking space being car parking no._____, having an area of _____ Sqft. located on the ground floor or right to use of _____(____) car parking space located on the Multi-Level Mechanical Car Parking Spaces, more particularly described in Schedule “B” below (“**Said Parking Space**”) together with right to use of pro rata share in the common areas of the Project (Share In Common Areas), the said common areas of the Project being described in Schedule “D” below (“**Common Areas**”); and also together with undivided, impartible, proportionate and variable right and interest in share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment (Land Share). The said Apartment, the said Parking Space (if any), and Share In Common Areas, and Land Share collectively described in Schedule “B” below (collectively “**Said Apartment And Appurtenances**” AND reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Apartment And Appurtenances AND all the estate right title interest property claim and demand whatsoever of the Land Owners and/or the Promoter into or upon the Said Apartment And Appurtenances AND

TOGETHER WITH all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Apartment And Appurtenances TO HAVE AND TO HOLD the Said Apartment And Appurtenances and every part thereof unto and to the use of the Allottee absolutely and forever SUBJECT NEVERTHELESS TO the Allottee's covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations setforth in the Said Agreement for Sale and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Said Apartment And Appurtenances) AND ALSO SUBJECT to the Allottee paying and discharging all municipal and other rates taxes and impositions and outgoings on the Said Apartment And Appurtenances wholly, and the Common Expenses, in connection with the Said Apartment And Appurtenances from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Said Apartment And Appurtenances and proportionately with respect to the Project in relation to the Common Areas.

2. The Allottee shall use and enjoy the said Apartment And Appurtenances in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees and/or of the Land Owners/Developer/Promoter.
3. It is expressly clarified herein by the Allottee to the Land Owners and the Developer/Promoter that the right, title and interest of the Allottee are confined only to the Said Apartment And Appurtenances and the Land Owners/Developer/Promoter is entitled to deal with and dispose off the apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the allottee as aforesaid. The Land Owners/Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

4. **THE PROMOTER AND THE LAND OWNERS DO HEREBY COVENANT WITH THE ALLOTTEES AS FOLLOWS:**
- a. The Developer/Promoter has the requisite rights to carry out development upon the Said Project Land, and full power and absolute authority to grant, sell, convey, transfer, and assure unto and to the use of the Allottee, the Said Apartment And Appurtenances in the manner mentioned herein.
 - b. The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
 - c. It shall be lawful for the Allottees, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Allotted Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by them save only those as are expressly mentioned herein.
 - d. There are no encumbrances, trusts, liens and attachments whatsoever upon the Project Land or the Project.
 - e. There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project or the Said Apartment And Appurtenances.
 - f. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Said Apartment And Appurtenances are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has developed the Project in compliance with all applicable laws.
 - g. The Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Occupancy Certificate has

been issued and possession of Said Apartment And Appurtenances or Project, as the case may be, along with Common Areas has been handed over to the association of allottees or the competent authority, as the case may be.

- h. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of the Project.
- i. The Developer/Promoter for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Said Project to the Association by the Developer/Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Apartment And Appurtenances hereby granted sold conveyed and transferred unto and to the Allottee herein in the manner aforesaid as shall or may be reasonably required by the Allottee herein.
- j. The Developer/Promoter for the time being, and the Association, upon the Promoter handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Project Land and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.
- k. The Promoter hereby further covenant that the Allottee shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations

and covenants mentioned in this Deed, peaceably own, hold and enjoy the Said Apartment And Appurtenances.

1. The Developer/Promoter hereby further covenants with the Allottee that the Promoter has received the Total Consideration and acknowledges the receipt thereof in the Memo of Consideration hereunder.

5. THE LAND OWNERS HEREBY REPRESENTS AND WARRANTS TO THE ALLOTTEE AS FOLLOWS:

- i. The Land Owners has the absolute, clear and marketable title with respect to the Project Land.
- ii. The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land.
- iii. The Land Owners has not received any notice from any authority for acquisition, requisition or vesting of the Project Land or any part thereof and declare that the Project Land is not affected by the scheme of any municipal authority or government or any other statutory body.
- iv. The Land Owners does not hold any excess vacant land under the Urban Land (Ceiling and Regulations) Act, 1976 and any excess land under the West Bengal Land Reforms Act, 1955.
- v. The Land Owners has full authority and power to sell, convey and transfer the Project Land in favour of the association of allottees of the Project.
- vi. No tax, rates, cess, royalty etc. in respect of the Project Land or any part thereof is due to any authority or government.
- vii. No person or persons have any right of pre-emption over and in respect of the Project Land or any part thereof.
- viii. The Land Owners is the sole and absolute owners of the Said Project Land or any part thereof and the Said Project Land or any part thereof is free from and against all and/or

any encumbrances, demands, claims, charges, liens, mortgages, debts, prohibitions, restrictions, trusts, debutters, uses, rights, attachments, executions, lispens, requisitions, acquisitions, alignments, defects and liabilities whatsoever and is sufficiently entitled to pass a clear marketable title in respect of the Said Project Land or part thereof.

- ix. The Land Owners shall hand over to the Association of allottees of the Project all original title deeds, writings, muniments and other evidence of title pertaining to the Project Land in conformity with the provisions of the Act.

6. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Developer/Promoter agrees and acknowledges that the Allottee/s shall have the right to the Said Apartment And Appurtenances as mentioned below.

- i. The Allottees shall have exclusive ownership of the Said Apartment And Appurtenances.
- ii. Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016, the Promoter and the Owners shall convey title in the Common Areas to the Association of the Apartment Acquirers after duly obtaining the occupancy certificate from the competent authority as provided in the Act.
- iii. The Allottees shall use the Common Areas along with other occupants, and persons permitted by the Land Owners and the Developer/Promoter and as per the rules made in this respect.

7. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottees, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be

liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Land Owners accepts no responsibility in regard to matters specified in this para above. The Allottees shall keep the Promoter and Land Owners fully indemnified and harmless in this regard.

8. CONSTRUCTION OF THE PROJECT / APARTMENT:

The Allottees has seen the Said Project and the Said Apartment And Appurtenances and all Common Areas thereat including all specifications thereat, the said specifications of the Project being described in Schedule "C" below ("Specifications") and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Allottees has also seen the layout plan, and the sanctioned plans as modified and the Completion Plan and verified the same with the Said Apartment And Appurtenances and the Project including as regards the area, and specifications thereat and is fully satisfied thereabout.

9. POSSESSION OF THE SAID APARTMENT AND APPURTENANCES:

The Allottee has inspected and is fully satisfied in all respects with the construction of the Said Apartment And Appurtenances and the Common Areas and the Project in accordance with the Specifications as more fully described in Schedule "C" below and confirms that he has no claim of whatsoever nature against the Developer/Promoter on any account whatsoever. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Said Apartment And Appurtenances has been handed over by the Dvelope/Promoter to the Allottee, which the Allottee admits, acknowledges and accepts.

10. HANDOVER OF DOCUMENTS:

The Allottees acknowledges and confirms that the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association upon its formation and taking charge.

11. PAST OUTGOINGS:

The Allottees acknowledges, accepts and confirms that the Developer/Promoter has already paid all outgoings before transferring the physical possession of the Said Apartment And Appurtenances to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including those mentioned in the Deed), to the satisfaction of the Allottees and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.

12. FORMATION OF THE ASSOCIATION :

The Developer/Promoter agrees that on receiving occupancy certificate of the Project and within such timeframe as prescribed in the Act, the Promoter shall take necessary steps for formation of an association of apartment owners of the Project (“Association”). The Allottee shall be liable to comply with the formalities of becoming a member of such Association and also to comply with the Rules and Bye-laws of the Association. The Promoter, in terms of applicable laws shall notify the allottees of the Project regarding formation of the Association of the Project so as to enable them to constitute/form such Association. For this purpose, the allottees will execute a Power of Attorney in favour of the Promoter and/or its nominee for making of the Deed of Declaration as provided under the West Bengal Apartment Ownership Act, 1972 and Rules thereof and in order to enable the Promoter to take up and complete all formalities required for the Allottee to become a member of the said Association.

13. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:

Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stand transferred by the Developer/Promoter and/or its nominee to the

Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.

The Maintenance Agency is and shall be responsible to provide and maintain essential services in the Project. On incorporation of the Association the cost of such maintenance shall be payable by the Allottees separately to the Maintenance Agency. Till the taking over of the maintenance of the project by the association of the allottees, the Promoter shall look after and maintain essential services in the Project and for this purpose the Allottee shall pay to the Promoter the cost of such maintenance from the date of execution of this deed or if the allottee fails to take possession, the allottee/s shall be liable to pay maintenance charges in respect of the Said Apartment And Appurtenances from the date of deemed possession together with the interest as more fully described in Schedule "I" below.

Within 3 (three) months of the date of formation of the Association the Developer/Promoter shall transfer the Common Areas to such Association and the Promoter shall handover the responsibility of maintenance of the Common Areas to the Association and the Association shall take over the control, management and administration of Common Areas. The Deposits, Sinking Fund/ Maintenance Deposit etc. (if any) paid/deposited by the allottees of the Project (including the Allottee herein) to the Promoter as envisaged in the Said Sale Agreement, shall also be transferred by the Promoter to the said Association after adjustment of all dues of the allottees of the Project (if any).

In case the formation and operationalization of the Association is delayed for no fault on the part of the Promoter, the Promoter shall provide and maintain the essential services in the said Project till the Association is formed and the Project is handed over to the Association and the Allottees shall be liable to pay to the Promoter the charges for such maintenance, property tax, common expenses and other outgoings in respect of the Said Apartment And Appurtenances.

14. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the issuance of the occupancy certificate by the concerned authority and the same being occurred due to the acts of the Promoter and so certified by the Architect for the time being for the Project, it shall be the duty of the Promoter to proceed to rectify such defects without further charge within 30 (thirty) days and in the event of Promoter's failure to proceed to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or not using the Said Apartment And Appurtenances or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained. Notwithstanding anything herein contained, it is hereby expressly agreed and understood that in case the Allottees, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the Promoter and Association and/or maintenance agency to enter into the Said Apartment And Appurtenances or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

16. SAFETY MAINTENANCE RULES AND USAGE:

The service areas located within the Project are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set area, underground water tanks, Pump rooms, maintenance and service rooms, firefighting (if any), pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services. The Allottee/s shall always abide by the Safety Maintenance Rules as more fully described in Schedule-**“H”** below.

17. DEVELOPER’S RESERVED RIGHTS:

The Allottee admits and acknowledges that at the treaty of sale of the Said Apartment And Appurtenances to the Allottee, the Allottee has been specifically made aware of by the Promoter and the Land Owners that the Promoter and the Land Owners shall be entitled to do all or any of the following acts deeds matters and things as morefully mentioned in the Schedule - **“F”** below and the Allottee shall not question or dispute the same and hereby grants its consent for the same:

- i. That the Promoter shall be entitled to and may construct additional vertical extentions in form of floors/apartments over the roof of the building by consuming unutilized Floor Area Ratio available for the Project as per the plans as be sanctioned by the concerned authority. The Promoter agrees and undertakes that he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable. The Promoter and the Land Owners shall be entitled to sell or otherwise deal with the same to its sole benefit and while doing so the Promoter shall ensure that there would not be any changes in the layout of the Apartment;
- ii. The allottee shall not have any right whatsoever in the additional/further constructions and covenants not to raise any objection, hindrance or claim in respect of any the above and/or in respect of any temporary inconvenience that may be suffered to the Allottee because of the same. It is clarified that in case of additional construction on the roofs,

the Common Roof Area shall be shifted to the same position on the ultimate roofs along with the lift machine room and the water tank and shall have equivalent area.

- iii. The Promoter shall further be entitled to make such changes, modifications, additions, alterations and/or variations regarding the construction and the specifications of the Building, the Common Portions and/or the Apartments, in the manner provided under this Agreement and the Act and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- iv. For doing so by the Promoter, the Allottee agrees and ensures that he shall not in any way cause any obstruction hindrance or interference nor shall claim any right whatsoever over the benefits arising to the Promoter or the Land Owners by doing or carrying out the acts deeds and things mentioned in this clause including over additional constructions, on the contrary the Allottee agrees to render all cooperation as may be necessary and required by the Promoter in that regard and agrees and covenants not to raise any claim or objection in this regard at any time.
- v. The right of the allottee regarding the Undivided Share shall be variable depending on further/additional vertical or other constructions, if any, made by the Promoter from time to time and the allottee hereby consents to the same. Any such variation shall not affect the Agreed Consideration and no claim can be raised regarding the same by the Allottee.
- vi. Notwithstanding that the Multi Level Mechanical Car Parking spaces form part of the Exclusive common areas, the Developer shall have the right to allocate specific car parking spaces to certain Allottees for their exclusive use and enjoyment, as may be mutually agreed. Such allocation shall not confer any ownership, title, or proprietary right in the Multi Level Mechanical Car parking space upon the Allottee, but shall merely constitute a right to exclusive use thereof, co-terminus with the ownership and possession of the respective Apartment/Unit.

18. REGULATIONS AND RESTRICTIONS USER RULES WITH RESPECT TO THE SAID APARTMENT AND APPURTENANCES:

- i. The Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment And Appurtenances at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Said Apartment And Appurtenances, or the staircases, lifts, lift lobby, common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment And Appurtenances and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- ii. The Allottee shall not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of Building or anywhere on the exterior or common areas of the Building comprised in the said Project save a letter-box at the place on the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective apartments. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- iii. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- iv. The Allottees accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project as morefully described in Schedule “G” below .

19. MISCELLANEOUS:

All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Allottee.

The Allottee further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Common Areas to the Association as per the terms of this Deed or the directions of the competent authority under WBRERA or any other local law, as may be applicable.

The Allottee shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Said Apartment And Appurtenances and also proportionate share of all taxes, levies and/or impositions if any, of the Common Areas, including Common Expenses and Charges payable by the Allottee and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.

20. OTHER TERMS AND CONDITIONS:

The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

THE SCHEDULE -A (PART -I)

**ABOVE REFERRED TO
SAID PROJECT PROPERTY**

ALL THAT piece and parcel land measuring about **20** (twenty) Cottahs more or less of the Premises No. 57C/3, Barrackpore Trunk Road, Police Station Sinthi, Kolkata-700002, Assessee No 110020106645, Ward No. 002, under the Kolkata Municipal Corporation, District 24-Parganas (North), which was also a part of the Eastern side of Premises No.

57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata-700002, is butted and bounded as follows and the site plan of the Said Project Property is delineated in Red colour on the Plan annexed hereto and marked as Annexure "A";:

ON THE NORTH : 30 feet wide K.M.C Road.

ON THE SOUTH : Premises no. 57/4, B.T.Road, Kolkata.

ON THE EAST : 12 ft. wide Ganapati Sur Sarani.

ON THE WEST : Land of Gopeswar Dutta Free School of 57/C ,
B.T.Road, Kolkata.

THE SCHEDULE -A (PART -II)

ABOVE REFERRED TO
(TITLE DEVOLUTION OF THE SAID PROJECT PROPERTY)

WHEREAS one Gopeswar Dutt during his lifetime made and published his Last Will and Testament dated 24th June, 1909 in Bengali language and he bequeathed all his properties movable and immovable to his wife namely, Smt. Jarat Kumari Dassi.

AND WHEREAS the said Gopeswar Dutt died on 27th June, 1909 leaving behind his wife namely, Smt. Jarat Kumari Dassi as his sole legal heir and representative and thereafter the said Jarat Kumari Dassi filed an application before the Hon'ble High Court at Calcutta for obtaining Probate and subsequently by the order dated 18th July, 1911 the Hon'ble Court granted the Probate in favour of said Smt. Jarat Kumari Dassi.

AND WHEREAS the said Smt. Jarat Kumari Dassi, a Hindu lady with a pious desire and intention by a Registered Deed of Trust executed by her on December 03, 1924 appointed five Trustees named therein and transferred and vested a portion of Premises No. 57, Barrackpore Trunk Road, Kolkata 700002 (subsequently numbered as 57B & C, B.T. Road, Kolkata) and the premises No. 7, Little Russel Street, Kolkata with the provisions that 1/3rd of the rents issues and profits of the said premises No. 7, Russel Street, Kolkata earmarked for the purpose of establishing a school and for affording facilities for imparting free education to the poor students in the neighbourhood of the South Sinthi, Cossipore and Baranagar area and named the school as "Gopeswar Dutt School" after the name of her deceased husband, Gopeswar Dutt and Trustees so appointed consented thereto and laid down the terms and conditions to be followed by the Trustees for the proper management and running of the school.

AND WHEREAS the said Deed of Trust was registered within the office of the Registrar

of Calcutta and the said deed has been recorded in Book - 1, Volume No. 139, Pages from 280 to 286, being No. 5325 for the year 1924.

AND WHEREAS the said "Gopeswar Dutt School" was started at the said premises No. 57B & C, Barrackpore Trunk Road, Kolkata. The Headmaster, Teachers and other staffs were duly appointed by the Trustees. Students were admitted to the school in different classes according to merits, gradually number of students increased and at all material times there had been substantial number of students.

AND WHEREAS in accordance with the wish of the settlor the said school was affiliated to the then University of Calcutta upto matriculation and now upto Madhyamik level.

AND WHEREAS thereafter three of the Trustees of the said Trust died and out of two continuing Trustees, one Trustee tendered resignation and the other Trustee was unwilling to act. Thereupon Smt. Jarat Kumari Dassi, the Settlor filed a suit in the Hon'ble High Court at Calcutta being Suit No. 1788 of 1935 (Jarat Coomaree Dassi Vs. Sushil Chandra Chatterjee & Others) against the surviving Trustees under Section 92 of the Civil Procedure Code, 1908, inter alia, for appointment of new Trustees, alteration of the name of the school from "Gopeswar Dutt School" to "Gopeswar Dutt Free School", addition of further properties being moveable and immovable to the trust, such as landed property of Premises No. 57, Barrackpore Trunk Road, Kolkata 700002 framing of scheme for management and for other reliefs as mentioned in the plaint filed in the suit.

AND WHEREAS the said suit was decreed by the Hon'ble High Court at Calcutta by a judgement and order dated January 31, 1936 and a scheme of management of the said school was framed and official trustee was appointed as the sole trustee of the said Trust.

AND WHEREAS pursuant to the judgement and order dated January 31, 1936 an Indenture dated December 11, 1936 was made by Smt. Jarat Kumari Dassi, the settlor of the one part and the Official Trustee of Bengal of the other part wherein the settlor donated remaining portion of 57, B.T. Road Four Bighas of land included in the earlier Deed of Trust dated December 03, 1924 and also donated some Government Promissory Notes as stated therein.

AND WHEREAS the said Jarat Kumari Dassi executed another registered Deed of Trust dated 14th July, 1945 wherein she installed a deity by the name of Sree Sree Radha Raman Jew in her dwelling house being Premises No. 57A, Barrackpore Trunk Road and the Trust properties mentioned therein. AND WHEREAS the said Deed of Trust was registered with the office of the Sub-Registrar, Cossipore, Dum Dum and the same has been recorded in Book No-I, Volume No-31, Pages 32 to 41 being No-1649 for the year 1945.

AND WHEREAS in the year 1974 some of the heirs of the Settlor instituted a suit in this Hon'ble Court against the Trustees being Suit No. 309 of 1974 (Prayag Chand Roy & Others - Vs. Birendra Narayan Roy & Others) claiming inter alia, for their appointment as Trustees of the said Trust in terms of the Will of the Settlor. In the said Suit No. 309 of 1974, Sri Pashupati Roy, made an application for appointment of a Receiver over the

properties belonging to the said Trust. Meanwhile in or about 1974, some of the Teachers of the said school made an application before the Hon'ble High Court at Calcutta being Matter No. 177 of 1974 (Gopeswar Dutt Free School & Another Vs. Official Trustee of West Bengal & Others), inter alia, claiming arrears of salaries. After hearing the said application the Hon'ble Court by a judgment and order pleased to appoint a committee and gave directions for payment of teacher's salary. Mr. Gour Roy Choudhury, a member of the Bar was appointed as the Chairman of the New Committee. Sri Pashupati Roy and Kashi Nath Roy, since deceased were appointed as its members.

AND WHEREAS the aforesaid School namely Gopeswar Dutt Free School is running at premises No. 57B, B. T. Road and the adjacent School ground area more or less 3 Bighas of land along with structure situated at premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata-700 002.

AND WHEREAS the Said Premises 57C, Barrackpore Trunk Road, Kolkata-700002 is wrongly mutated in the name of Estate of Jarat Kumari Dassi Radha Kishore Madhab Kishore Madan Kishore Roy Trustees shebait to Sree Sree Radha Raman Jew with the Kolkata. Municipal Corporation being Assessee No. 110020100151 which was created during July 1945 and duly mutated against Premises No 57A B.T.Road (now renumbered as 57A/5, Barrackpore Trunk Road, Kolkata vide Assessee No 11-002-01-0311-5 in place of correct name as "GOPESWAR DUTT FREE SCHOOL" (PAN AABTG7573M) a Registered Charitable Trust, which was created during December 1936 which is much earlier than the Trust Deed of 1945 as referred to above and as such K.M.C. record required to be corrected beforehand for effecting Mutation/Separation in favour of proposed Purchasers following the guideline and direction of Honourable High Court and paying taxes by the trustees, hereinafter referred to as the "entire property" and morefully described in the Schedule written hereunder.

AND WHEREAS due to non-availability of funds the Managing Committee was unable to pay the salaries of the teaching and non-teaching staffs for quite some time. In such circumstances the Managing Committee filed an application being G.A. No. 647 of 2011 in ACR No. 2 of 2010 praying for orders, inter alia, for sale of a portion of vacant land situated at 57C, Barrackpore Trunk Road, Kolkata and discharge of the Official Trustee and the Chairman of the Managing Committee. After hearing the Hon'ble Court by an order dated November 02, 2011 was pleased to discharge the Official Trustee of West Bengal from acting as such Trustee of the said Trust and directed him to hand over the assets to Sri Pashupati Roy, a trustee and a member of the Managing Committee appointed by the Hon'ble Court. Gour Roy Chowdhury, the Chairman of the Managing Committee was also discharged by the same order of the Hon'ble Court.

AND WHEREAS Sri Pashupati Roy, the Continuing Trustee No.1 is desirous of appointing the New Trustees for the Constitution of a Board of Trustees of the said school as per the provisions laid down in the Deed of Trust dated December 03, 1924 as amended by the Deed of Trust dated December 11, 1936, for the purpose of administration and management of the said School.

AND WHEREAS due to paucity of funds, the Board of Trustees of the said trust had

decided to sell two bighas of land of the East portion, out of Schedule property, of the premises No. 57C, Barrackpore Trunk Road, Kolkata. Accordingly the four Trustees Sri Paashupati Roy, Sri Chira Ranjan Addy, Sri Raj Sekhar Roy and Sri Abik Kumar Dutta jointly filed an application under section 7 of the Charitable and Religious Trust Act, 1920 praying, inter alia, to sell two bighas of land to the East portion of Premises No. 57C, Barrackpore Trunk Road, Kolkata along with other reliefs before the Hon'ble High Court at Calcutta which is registered being ACR No. 2 of 2014.

AND WHEREAS during pendency of the application the said Chira Ranjan Addy, one of the Trustees have died and Sri Suvodip Sen is inducted by virtue of a registered Deed of Appointment of a New Trustee dated April 09, 2021 by the continuing three trustees viz. Sri Pashupati Roy, Sri Raj Sekhar Roy and Sri Abhik Kumar Dutt.

AND WHEREAS as per the direction of the Hon'ble High Court, Calcutta, the Learned Advocate/receiver made an advertisement published in the daily newspapers namely, Bartaman and The Statesman dated July 21, 2022 inviting offer for sale of two bighas of land following prescribed guide line and procedure. After such advertisement the present purchasers alongwith another group of purchasers became willing to purchase the entire two bighas of land to the eastern portion of 57C, B.T.Road, Kolkata.

AND WHEREAS by an order dated May 15, 2023 finally the Hon'ble High Court at Calcutta has pleased to pass an order for sell of two bighas i.e. forty kathas of land from the Schedule property.

The present Land Owners namely (i) Sri Tapendra Nath Banerjee, Sri Arindam Banerjee and Sri Tirthankar Banerjee are directed to purchase 20 (twenty) cottahs of land and remaining 20 (twenty) Kathas of land are directed to purchase by two sets of purchasers namely, (1) M/s Aryan Enterprises and NDBD Creation, a partnership firm being represented by Sri Buddhadev Das, (2) Sri Amit Kumar Das, Sri Bachhulal Pakhira, Sri Lakhsman Das, Sri Narayan Das, Sri Soumen Mondal and Sri Dibyendu Roy within a period of four weeks from the date of the said order. Thereafter the Vendors/Trustees are directed to execute and register the Deed of Conveyance in favour of the Purchaser/s within the following four weeks.

AND WHEREAS as per direction of the Hon'ble High Court Calcutta the present Land Owners agreed to purchase ALL THAT piece and parcel of homestead land measuring about 20 Cottahs more or less along with one storied structure with tin shed measuring about 1,250 sq. ft. from the eastern side of Schedule Property being premises No. 57C, Barrackpore Trunk Road, Kolkata 700002, hereinafter referred to as the "Said Property" and morefully described in the Schedule written hereunder.

AND WHEREAS the Present Land Owners have duly paid the entire consideration amount as per the direction of the Hon'ble Court.

By a Deed of Conveyance dated 21st June 2023 made between Gopeswar Dutt Free School, a registered Charitable Trust represented by its Trustees Sri Pashupati Roy, Sri Suvodip Sen, Sri Abhik Kumar Dutt and Sri Raj Sekhar Roy, the Vendors therein and Sri Tapendra Nath Banerjee, Sri Arindam Banerjee and Sri Tirthankar Banerjee, the

Purchasers therein (the Present Land Owners), and registered in the office of Additional Registrar of Assurances II, Kolkata in Book -I, Volume No. 1902-2023, Pages 270507 to 270551 being No. 190208478 for the year 2023, (Said Conveyance Deed) the present Land Owners have purchased ALL THAT piece and parcel of one storied tin shed structure measuring about 1250 sq.ft. together with homestead land measuring about 20 cottahs situated on the eastern side of Premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata 700002 within the Kolkata Municipal Corporation, District 24 Parganas (North).

After purchase of the said Property, the present Land Owners have mutated their names as owners of the said Property in the record of Kolkata Municipal Corporation and the said Property being the eastern portion of Premises No. 57C, Barrackpore Trunk Road is now separately assessed and numbered as Premises No. 57C/3, Barrackpore Trunk Road, Kolkata having Assessee No. 110020106645.

Thus, the Said Sri Tapendra Nath Banerjee, Sri Arindam Banerjee and Sri Tirthankar Banerjee, became seized and possessed of and/or otherwise well and sufficiently entitled to the Said Property, as morefully described in the Schedule herein above.

THE SCHEDULE -A (PART -III)

ABOVE REFERRED TO

Said Project

A residential cum commercial building of (G+X) storied to be constructed in the Said Project Land (Said Building) and the building namely “**Avishikta Heights**” comprised in the **Said Project Land**.

THE SCHEDULE -B

ABOVE REFERRED TO

(SAID APARTMENT/UNIT AND APPURTENANCES)

Subject matter of this Deed of Conveyance

(a) The said Apartment, being No. _____, on the _____ floor, having built-up area of _____ (_____) square feet, more or less and corresponding carpet area of _____ (_____) square feet, more or less and Super built-up area of _____ (_____) square feet, more or less with attached balcony measuring

_____ (_____) square feet, more or less in the Said G + X building “**Avishikta Heights**” comprised in **Said Project Land**. The layout of the Apartment is delineated in Red colour on the Plan annexed hereto and marked as Annexure “B”;

(b) The said Parking Space, ___(____) car parking space being car parking no._____, having an area of _____ Sqft. located on the ground floor or right to use of _____(____) car parking space located on the Multi-Level Mechanical Car Parking.

(c) The Share In Common Areas, being pro rata share in the Common Areas of the project described in Schedule E below, as be attributable and appurtenant to the said Apartment, subject to the terms and conditions of this Agreement; and

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Building, as be attributable and appurtenant to the Said Apartment;

THE SCHEDULE- C (PART-I)

ABOVE REFERRED TO **(SPECIFICATIONS)**

- A. STRUCTURE** – RCC frame structure.
- B. OUTDOOR FINISH** -5 Years washable weather coat paint.
- C. WALL & CEILING** - Putty finish.
- D. FLOORING** – Vitrified tiles
- E. DOORS** - flush doors
- F. DOOR FRAME** - Sal Wood / Hardwood.
- G. WINDOW** – Aluminium/U-PVC sliding windows
- H. SANITARY WARES-** Jaquar/ Hindware/ Koller/ Roca or Reputed brand
- I. SANITARY FITTINGS-** Jaquar/ Hindware/ Koller/ Roca
or Reputed brand
- J. ELECTRICAL FITTING** - Concealed wiring with
provisions of modular switches (Polycab / RR cable / Anchor/
Havells/ Kolors or reputed brands).
- K. KITCHEN FITTING** - stainless steel sink, provision of water
filter point. Provision of Chimney and Exhaust Point.

- L. PROVISION FOR AC'S** - In all bedroom and living area.
- M. PROVISION FOR HOT AND COLD LINE** - In shower area only
- N. ROOFTOP TREATMENT**- waterproofing
- O. SOURCE OF WATER IN THE PROJECT** - KMC water
- P. LIFTS** - 2 Nos.
- Q. FIRE FIGHTING ARRANGEMENT IN THE PROJECT**- as per fire Department Norms.
- R. EARTH QUAKE RESISTANT**
- S. PROJECT LIGHTENING RESISTANT**
- T. PROVISION FOR GENERATORS FOR THE FLAT**- only for limited fan, light and refrigerator usage.
- U. 2 BHK**- 0.75 KVA
- V. 3 BHK**- 1 KVA

PART-II
TOLERANCE LEVEL

SL. N. O.	ITEM DESCRIPTION	TOLERANCE	REFERENCE IS CODE	HAND BOOK
1	COLUMN	CROSS SECTION: (+)12 More (-)5 MM LESS OR	IS456:2000	IN CASE OF VERTICAL DEVIATION OF FORMWORK IS (+) 5 MM PER 2.5 METER AND AS A QHOLE STRUCTURE IT SHOULD NOT BE MORE THAN 10MM.
2	BEAM			
3	VERTICAL WALL			

4	SLAB	Tolerance for Cover Unless specified otherwise, actual concrete cover should not deviate from the required nominal cover + 10mm.	IS456:2000	COMMON TOLERAN CE FOR SLAB: MM IN 3 METER
5	FOUNDATI ON	CROSS SECTION: (+)50 More (-)0.05D FOR THICKNESS	IS456:2000	
6	BRICKWOR K	The dimensions of Brick when tested in accordance with 6.2.1 shall be with the following Limit per 20 bricks: a) For modular size (190x90x90 mm) Length 3720 to 3880 mm (3800+80 mm) Width 1760 to 1840 mm (1800+40mm) Height 1760 to 1800 (1800+40mm) (for 40mm high bricks) b) For non- modular size (230x110x70M M) Length 4520 to 4680 mm (4600+80MM) Width 2240 to 2160 mm (2200+40 mm) Height 1440 to 1360 mm (1400+40mm) (For 70mm high brick)	IS1077:199 2	JOINT THICKNESS WITHIN PERMISSIBLE LIMIT AND NOT MORE THAN 1/5 TH OF SPECIFIED THICKNESS

7	PLASTER	For three-coat plaster work, the local projection shall not exceed 1.2 cm proud of the general surface as determined by the periphery of the surface concerned and local depression shall not exceed 2.0cm. for two-coat plaster, a local projection shall not exceed 0.6cm and local depression 1.2com		
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THE SCHEDULE - D

ABOVE REFERRED TO

(THE COMMON PARTS , PORTIONS AND AMENITIES)

1. The Common Portions are as follows :

1.1 Those which are common to all the segments and are collectively called the “Service Zone” and includes the following:

- 1.1.1 Common generators, its installation and its allied accessories ,
- 1.1.2 lighting of the common areas, pumps and common utilities.
- 1.1.3 Electric transformer
- 1.1.4
- 1.1.5 Roads including passages providing easement rights, installations, and security arrangements not exclusive to any segment.
- 1.1.6 Drains and sewers from the premises to the Municipal Duct.
- 1.1.7 Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
- 1.1.9 Boundary walls of the premises including outer side of the walls of the building and main gates.
- 1.1.10. water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 1.1.11. Transformer electrical wiring meters and fittings and fixtures for lighting common areas (.
- 1.1.12 Management/Maintenance Office

- 1.1.13. Round the Clock Security arrangements with CCTV and intercom
- 1.1.14. Main entrance Gate
- 1.1.15 Fire Fighting Equipment and Extinguishers and Protection system
- 1.1.16. water supply- KMC water
- 1.1.17. The water pump, the pump room, water reservoir, , and distribution pipes
- 1.1.18. Durwans/Security Guard Room
- 1.1.19. Roof top swimming pool
- 1.1.20. Mandir on the ground level
- 1.1.23 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.1.24 elevators in Towers, their installation and rooms.
- 1.1.25. Overhead Water Tank.
- 1.1.26 Lifts and their accessories installations and spaces required therefore.
- 1.1.27 Servants/Drivers Toilet and shower room on the Ground Floor.
- 1.1.28 FMC Rooms, if any.
- 1.1.29 Any other services /facility which is required to be shared by all segments.

2. Exclusive Common Area :

2.1. Multi Level Mechanical Car Parking Area:

The Multi Level Mechanical Car Parking spaces within the project are part of the Exclusive common areas.

2.2. Exclusive Right of Use:

Notwithstanding that the Multi Level Mechanical Car Parking spaces form part of the Exclusive common areas, the Developer shall have the right to allocate specific car parking spaces to certain Allottees for their exclusive use and enjoyment, as may be mutually agreed. Such allocation shall not confer any ownership, title, or proprietary right in the Multi Level Mechanical Car parking space upon the Allottee, but shall merely constitute a right to exclusive use thereof, co-terminus with the ownership and possession of the respective Apartment/Unit.

2.3. Restriction on Use by Others:

The Multi Level Mechanical Car parking spaces designated for exclusive use shall be treated as exclusive common areas and shall not be used, occupied, or claimed by any other Allottee, occupant, or person other than the Allottee(s) to whom such right of use has been granted.

2.4. Revocation and Maintenance:

The exclusive right of use granted herein shall continue so long as the Allottee remains the owner and in possession of the Apartment/Unit. The maintenance and upkeep of such Multi Level Mechanical Car parking areas shall form part of the overall maintenance of the common areas, and the cost thereof shall be borne by all Allottees through the Association/Society, as applicable.

IGBC FEATURE:

1. Certified wood material for door
2. Natural daylight and fresh air as per norms.
3. Energy efficient light fixture in common area
4. Use of Recycled & Regional produced material
5. Use of Low VOC paints in common area
6. Onsite organic composter
7. Solid waste management
8. Solar power facility for common area lighting
9. Sewage treatment plant
10. Rain water harvesting
11. Sun reflective flooring

1.3. Those which are to remain common to the Apartment. These include the following:

- 1.3.1 The lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the ultimate roof of the tower.
- 1.3.2 elevators in Towers, their installation and rooms.
- 1.3.4. Earmarked area of Roof of respective tower demarcated for common use
- 1.3.5. Overhead Water Tank.
- 1.3.6. Lifts and their accessories installations and spaces required therefore.
- 1.3.7. Servants/Drivers Toilet and shower room on the Ground Floor.
- 1.3.8 Electric Rooms
- 1.3.9 FMC Rooms, if any.

The Developer reserves the right to alter the above scheme or any of the items at its sole discretion.

THE SCHEDULE - E ABOVE REFERRED TO**(LIMITED COMMON AREAS AND FACILITIES)****(If available in the Complex)**

1. Open, and covered Car Parking areas (Dependent/Independent);
2. Exclusive right of use of Garden space attached to an Apartment, ;
3. Demarcated area of terrace/roof appurtenant to a particular Apartment, ;
4. The Roof of the overhead water tank and Lift Machine Room, the Parapet Walls;
5. Open Terrace of any Floors of the Building (if any);
6. Storage areas (if any);
7. Any community or commercial / **other** facility which is not meant for

common use;

8. Commercial Spaces within the Project or entire Complex.
9. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

THE SCHEDULE-F ABOVE REFERRED TO

(RESERVED RIGHTS)

The Developer will be entitled to following easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted passage and also right to grant such rights to the allottees **and/or users of areas of units in the building being/to be constructed throughout the complex** and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/**land**.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Developer , in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartment, s and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, **cable, internet, telephone** etc.

- (5) Until the sale and transfer of all the Apartment, the Developer shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Developer to market the Apartment, s and also the right to place signs in and around the common areas for marketing. Even the Developer/Land Owner may retain any floor / area of the project for its/his own uses at their sole discretion.
- (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Developer/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Developer/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building **in accordance with sanctioned plan** in such manner as the Developer may think fit and proper.
- (11) The Developer shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Developer be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits

- and drains which now are or may hereafter required under or over the Premises and/or Apartment,
- (13) To erect scaffolding for the purpose of repair, cleaning or painting the **any Building block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
 - (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
 - (15) The Developer shall retain for itself , its successors and assigns including all of the Apartment, Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Apartment, s and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
 - (16) The Developer its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines ,sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Apartment, .
 - (17) All unsold units , areas and spaces including parking spaces and anywhere else shall always belong to and remain the property of the Developer at all times remain in overall possession of such

- unsold units **space** till such time.
- (18) The Developer shall without any reference to the association , be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted units and spaces therein as it deems fit. The Developer shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Developer in its sole discretion. The Allottee(s) and/or Association shall not claim any reduction in the Total Price and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever
- (19) The right to assign or transfer by way of lease, mortgage , sale or otherwise in whole or in part, its rights and obligations in respect of the Apartments/Units .
- (20) The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance /credit facilities from Banks/financial institutions . The Developer shall be entitled to sign mortgage deeds , loan agreements and other documentation and do all other acts for securing project finance.

THE SCHEDULE- G ABOVE REFERRED TO
(REGULATIONS AND RESTRICTIONS USER RULES)

As from the date of possession of the said Apartment, /Unit the Allottee agrees and covenants -

1. To co-operate with the other Apartment, /Unit Owner and the Developer in the management and maintenance of the said New Buildings.
2. To observe the rules framed from time to time by the Developer including those relating to possession policy and permissible changes policy of the Developer and upon the formation of the Association by such Association. The covenants agreed herein to the Developer shall mean and include towards Association also, as and when applicable.
3. To use the said Apartment, /Unit for residential purposes and not for other purposes whatsoever without the consent in writing of the Developer/Association.

4. To allow the Developer with or without workmen to enter into the said Apartment, /Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Apartment, /Unit Owner.
5. To pay charges for electricity in relation to the said Apartment, /Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Developer for the breach of any of the covenants herein contained within the due date therefor as mentioned in the demand and till such time the said demand is not paid, the Allottee shall not be entitled to use any of the facilities and utilities of the Complex/building.
6. Not to do anything or prevent the Developer from making further or additional constructions notwithstanding any temporary disruption in the Allottee's enjoyment of the said Apartment, /Unit.
7. To maintain or remain responsible for the structural stability of the said Apartment, /Unit and not to do anything which has 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,/ Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner. The elevation must be repaired at intervals of every five years. The Allottee(s) are aware that tiles and natural stone are susceptible to staining and variations in shade and shall not make the Developer be held liable in any manner whatsoever, for the same
8. Not to do or cause anything to be done in or around the said Apartment, / Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Apartment, / Unit or adjacent to the said Apartment, /Unit or in any manner interfere with the use and rights and enjoyment thereof of any open passages or amenities available for common use.
9. The Allottee shall ensure that the key common areas of the Building viz entrance lobby , garden, play areas , temple(if applicable) are maintained to the highest standards with regular cleaning and maintenance . The Allottee shall further ensure that refurbishing /major overhaul is done every 5 years , starting from date of offer of

possession.

10. Not to damage demolish or cause to damage or demolish the said Apartment, / Unit or any part thereof or the fittings and fixtures affixed thereto or commit or permit to be caused any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Apartment, / Units in the building or which may cause damage to any other portion of the building in any manner.
11. Not to close or permit the closing of verandahs, terraces or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the Verandahs lounge or any external walls or the fences of external doors and windows including grills of the said Apartment, / Unit which in the opinion of the Developer differs from the color Scheme of the building or deviation or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building.
12. Not affix or draw any wire, cable, pipe from , to or through any of the common portions or outside walls of the building block or other parts , without approval of the Developer/ Association .
13. Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said building or cause increased premium to be payable in respect thereof if the building is insured.
14. Not claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the building and/or the project.
15. Not to use the said Apartment, /Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever or for any purposes which may or is likely to cause nuisance or annoyance to other residents/unit holders of the other portions of the said building or buildings or occupiers of the neighboring premises.
16. Similarly shall not keep in the parking place anything other than private motor car of standard size or a two-wheeler and shall not raise or put up any kutcha or pucca constructions grilled wall or enclosure thereon or part thereof and shall keep it always open as before.

Dwelling or staying of any person or blocking by putting any articles shall not be permitted.

17. Not to use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car/cars.
18. Not to park car on the pathway or open spaces of the building complex or at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Developer/Association.
19. Not to let out, mortgage or give on rent or transfer the right to use of car parking space independently and separately of the Apartment, /Unit .
20. Not to dry any clothes upon/outside the windows/elevations/Balcony and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
21. To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the Association. The Developer shall cause an Adhoc Committee of the Apartment, /Unit Owner to be formed and the initial members of the said adhoc Committee shall be such of the Apartment, /Unit Owner who may be nominated and/or selected by the Developer. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
22. Not to alter the outer elevation of the block or any part thereof nor decorate the exterior of the block otherwise than in the manner agreed by the Developer and/or the Maintenance In-charge in writing.
23. The occupants of the Apartments / Units shall ensure that no garbage shall be permitted to accumulate in front lobby or in any exposed area and always to keep the same neat and tidy and well maintained and to use it as a well decorated space and also car parking space.
24. Not to bring in any contractor or any labour or mason of his own so

- long as the said phase is not handed over by the Developer.
25. Watchman, driver, domestic servants or any other person employed by the Apartment, / Unit Owner or his Agents shall not be allowed to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden or any common areas
 26. Visitors cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.
 27. The Maintenance Body will implement a system of issuing Gate Pass for all incoming and outgoing materials in any manner to ensure proper security.
 28. Any work men temporarily employed by any Apartment, /Unit Owner will be issued a temporary identity pass by the Maintenance Body for easy identification. All fit-out work inside the Apartment, / Unit shall be carried out between 10 A.M and 6 P.M and while carrying out such work, to ensure that no annoyance or disturbance is caused to the residents of the building and not to carry out any such work during the continuance of Board examinations . Subject to the aforesaid restrictions all such work has to be done with the consent of the Developer or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Developer or the Association as the case may be.
 29. The Apartment, /Unit Owner and their visitors shall not litter/spit in the common areas specially betel juice and tobacco products and the Developer / Association will be competent to impose fine on the offenders.
 30. Smoking will be prohibited within the residential / commercial areas save and except specified smoking zones where only smoking will be permitted . Similarly drinking alcoholic drinks in the common areas of the Project will be strictly prohibited
 31. All visitors to the respective Apartment, /Units will be filtered at the entrance and permitted entry only on proper authorization from the Apartment, /Unit Owner .
 32. Not to install any additional grills the design of which have not been approved by the Architect nor to open out any grilled cage out of the window and other places nor to close any open verandahs.
 33. 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 Developer nor shall anything be projected out of any window of the Building without similar approval.

34. On payment of the applicable charges to use the Community Hall for the purpose of private parties, get together and functions in a capacity not exceeding 60(sixty) persons and not to use or permit the same to be used for wedding receptions and other festivals which involve lighting of fire.
35. Not to use or permit to be used any loud speakers beyond the confines of the Community Hall.
36. Not to use the Community Hall or any other covered spaces for celebrating the festival of Holi except that the Apartment, /Unit Owners shall be entitled to celebrate Holi in the space as may be designated for such purpose **PROVIDED HOWEVER** such celebration shall not continue beyond 10 p.m. and the use of loud speakers shall be within the tolerable limits so as not to cause any annoyance to the other Owners and/or occupiers.
37. To carry out all interiors and/or decorations during the approved time without creating any annoyance or disturbance to the other Owners and/or occupiers.
38. To remain wholly and solely responsible for the conduct of the domestic help and/or drivers/other workmen who may be employed by the Allottee and upon employing such domestic help to give relevant information of such domestic help to the local Police station/Association.
39. To remain fully responsible for any pets which may be kept by the Apartment, /Unit Owners and In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Building unless accompanied and to ensure that the same are immunized and kept on leash and the concerned Allottee shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned Allottee shall be responsible for cleaning up immediately and/or bearing the cost of cleaning up plus 10% service charge
40. Not to use or permit to be used the passenger lifts for the purpose of carting pets and other domesticated animals including any furniture and fixtures.
41. To carry out proper pest control treatment in the said Apartment, /

Unit at the cost of the Allottee.

42. To ensure that there is no leakage or seepage of water from any of the taps and/or bathrooms fittings which may cause inconvenience to any Apartment,
/Unit Owner and/or occupier of the Unit below and in the event of any leakage or seepage of water to forthwith carry out repairs at his/her own cost.
43. Other than what has been provided by the Builder Not to have nor create any place of worship in any common part or portion of the building or the Complex. However, the Allottees will be entitled to celebrate festivals such as Durga Puja etc and for this purpose may set up temporary pandals at the single common earmarked place only and the Allottees under no circumstances shall be permitted to organize such activities at any other place within the complex..
44. It shall be the responsibility of the Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Allottee to clean up the entire space.
45. Not to use the Apartment, /Unit or any part or portion thereof for any film shooting, political meeting nor for any dangerous noxious or offensive trade or business in the opinion of the Maintenance In Charge.
46. Not to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment, /Unit nor to permit or suffered to be done into or upon the Apartment, /Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other residents and/or occupiers.
47. Not to arrange any public/Political function in any part of the property,
48. Not to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
49. Not to overload and/or draw excess electricity so as to cause overloading

of the electricity connection.

50. The Allottee agrees and acknowledges that the Developer shall have the unconditional and irrevocable right to sell , transfer, lease, encumber and/or create any right title interest in the unsold units and the Allottee shall not object to or impede the sale of any unsold stock such as apartment, car/two wheeler parking space to any other person and/or persons as the Developer in their absolute discretion may deem fit and proper without requiring any consent of the Allottee. In case the Allottee directly or indirectly breaches this undertaking , he shall be liable to pay appropriate damages to the Developer .
51. The Allottee hereby agrees and acknowledges that at the time of handover to the Association, the Developer shall earmark certain parking spaces for use by such unsold units **or as may be advised by the Developer** and the Allottee hereby agrees and shall cause the Association to ensure that these car parking spaces are kept available for use by Developer/the buyers of the unsold units.
/
52. Not to do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
53. Only drills (and not manual hammers) can be used to drive nails/screws into the walls of the Apartment, /Unit . However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Developer or the FMC or the Association as the case may be(in order(to prevent the puncture or leakage of concealed water pipe lines/ electrical conduits or wires).
54. Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines Fine may be imposed in case of failure to do so.
55. The **lobbies and all common areas of the complex** should be kept clean at all times and care should be taken not to litter with any kind of rubbish thrown here and there and keep it dirt-free..
56. No games or sporting activities are allowed which may cause damage to the windows of units, to the landscaped gardens/in the complex and the common facilities of the Complex.
57. No tenant will be allowed to occupy any Unit unless such tenant is introduced by the Allottee to the Developer or the Association, or the

- FMC and the Allottee will have to provide Police NOC, if required so that he may be recognized as a bona fide occupant of the for security purposes subject to up to date payment of Maintenance Charges.
58. Flowers should not be plucked and plants or trees should not be destroyed in landscaped areas . The landscaped areas shall always be maintained as open areas and no occupier shall be allowed to construct anything in these areas and the Allottee shall not trespass or allow any person to trespass over lawns and green plants within the Project
59. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
60. No cooking will be allowed in the Common areas, Parking spaces and Servants Quarters by the Apartment, /Unit Owner, any staff, servant, worker or anybody else except the places designated for the same by the Developer or the Maintenance Body or the Association.
61. Any damage to common property inflicted by any resident would be recoverable by compensation of the actual amount for repair / replacement plus compensation /service charges, if any .
62. Car Parking stickers should be obtained from the Developer, Maintenance Body or the Association to track authorized vehicles.
63. The Developer or Maintenance Body or Association will be at liberty to decide from time to time car parking charges for visitor' car and the occupier concerned shall be responsible to pay the same in case the visitor refuses to pay.
64. The Developer, Maintenance Body or the Association reserves the right to frame the fit-out rules from time to time to establish the procedures for monitoring and controlling the Allottee's fit-out and Maintenance process so as to ensure that :
- (i) The fit-out works are carried out in accordance with the approved plans;
 - (ii) The Fit-Out works are in compliance with the guidelines as framed by the Developer/Maintenance Body/Association.
 - (iii) All the repairs required to be effected in respect of the doors, windows, internal installation (including sanitary installations) in connection with, or in relation to water , light, gas, power sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such Apartment, /Unit, if undertaken by the Allottee the said repair of interior work shall be done between reasonable hours so as not to cause any annoyance , nuisance and/or disturbance to the other co- buyers of

the complex.

- (iv) The Allottee shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities , such repairing or replacing being required to be effected due to any damage caused by such Allottee in respect of the common areas and facilities.
 - (v) All Apartment, /Units, except those specifically meant for non-residential purpose shall be used for residential purpose only. No residential unit shall be used for commercial use or use as guest house.
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- 65. Every Allottee shall, undertake and complete all maintenance and repair work within his own Apartment, /Unit , which if delayed , is likely to affect the property concerned, wholly or in part, and the Allottee will be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Developer/Association.
 - 66. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress and further the Owner or occupier of any Apartment, /Unit shall not place or cause to be placed in the lobbies, vestibules, stair ways, corridors, elevators and other areas and facilities both common and restricted , any furniture package or object of any kind and such areas shall be used for no other purpose than for the normal transit through them.
 - 67. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
 - 68. No Apartment, /Unit Owner / Occupier 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 occupiers.
 - 69. The Allottee shall not interfere and/or break the Rules and Restrictions as provided herein and/or the covenants agreed upon and in the unlikely event of breach of any of these the Allottee shall make himself liable to pay damages and even police action.
 - 70. No article shall be allowed to be placed in the halls or on the staircase landings or fire refuge nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window sills of the Building. No fences or partitions shall be placed or affixed

- to any terrace without the prior approval of the Developer.
71. No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the excepting such as shall have been approved by the Developer..
 72. The Apartment, /Units have been designed for air conditioning with suitable provision for keeping outdoor units of the AC System and also the route to take refrigerant piping or water drainage lines, which the Allottee shall have to strictly follow while installing their AC Units.
 73. Allottees cannot cover open terrace by any other means except by temporary awnings with prior permission of the Developer and/or the Association of Apartment, Owners.
 74. No radio or television aerial, electrical and telephone installation , machines etc shall be attached to or hung from the exterior or the roof of the building by the occupants.
 75. If any electrical points are installed on shear wall/RCC Wall of the Apartment, /Unit then the same cannot be changed as the same may affect the structure of the Building. So any electrical point on shear wall/RCC wall can be changed/created after doing brick-work or paneling on that portion where electrical point/points are proposed to be installed so that shear wall/RCC wall remains untouched.
 76. Garbage from the Apartment, /Units must be handed over in bags to the house keeping personnel at a specified time daily or in such manner as the Maintenance Body of the Building may direct or throw into dustbins provided for the purpose within the common service area as per directions of the Maintenance in charge.
 77. The Apartment, /Unit Owner is not to fix any antenna, equipment or any gadget on the roof or terrace of the building or any window antenna excepting that the Apartment, /Unit Owner shall be entitled to avail of the cable connection facilities provided to all.
 78. 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 programme 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.
 79. Ensure that the domestic help/service providers visiting the said Apartment, /Unit use only the common toilets and while so using, keep the common toilets clean and dry.

80. Use the spittoons / dustbins located at various places in the Project. The Allottees and their guests are expected to dispose off all rubbish and wastes in the pre positioned dust bins/spittoons
81. .
82. Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Apartment, /Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a Builder's standardized name plate outside the main door of the said Apartment, /Unit.
83. Not to install or keep or run any generator in the Said Apartment, /Unit or the Garage/Parking space, if any.
84. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
85. Not to overload the lifts or other lifts as the case may be and not to move goods through passenger lift but from the staircase/service/goods lift of the Building if provided therein.
86. Not to cover the fire exits and balconies/terraces of the said Apartment, /Unit.
87. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation/dharna of any kind takes place inside or in the vicinity of the Complex . The Allottee shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the Complex by affixing posters,hanging festoons or doing any other act. In the event of such undesirable event taking place the Allottee is advised to take legal recourse.
88. To ensure that the Allottee complies with, obtains and keeps valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the said Unit .
89. The Allottee shall not make the Developer responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Developer shall however make all reasonable efforts to set right the same as soon as possible;
90. To pay to the Developer all costs, charges and expenses including costs and fees which may be incurred by the Developer in connection with or for common purpose or incidental to any services of the said Complex.

91. For the purpose of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee shall be deemed to be the act, default or omission of the Allottee.
92. Not to install or use at the said unit any equipment which causes noise or vibration detectable outside the said unit or causes damage to the building or plant or conducting media.
93. Not to change location of the wet /waterproofed areas
94. Not to sub divide or partition the Said Unit in any manner whatsoever.
95. House rules may be added to, amended or repealed at any time by the Developer and after formation of the Association by the Holding Organization.
96. Not to do anything or prevent the Developer from making further or additional constructions on any day notwithstanding any temporary disturbance in the Purchaser's enjoyment of the Said Unit.
97. To allow the co-Owners and occupants to enjoy the right of easement and/ or quasi easements at the Units.
98. To co-operate with the other Co-Owners and the Developer/ Maintenance in charge in the management and maintenance of the said Project.
99. To observe the rules framed from time to time by the Developer / Maintenance In charge.
100. To deposit the amounts reasonably required with the Maintenance In charge towards the liability for rates and taxes and other outgoings.
101. No Birds or domestic animals shall be kept or harbored within the Apartment, without abiding the laws framed by the Local Competent Authorities, Associations by- laws and regulations and the Pet shall not be left in the common area of the phase/building.
102. Not to allow children to be present in the swimming pool, without being accompanied by the Parent/Guardian. The Developer shall not be responsible in any manner whatsoever for any kind of incident.
103. The position of Kitchen and Toilets in each floor of Building blocks as per original plan cannot be shifted as it would affect the drainage system. It is the prerogative of the Unit Owners to preserve the Unit as per the Plan and any modification of the plan by shifting the toilet/kitchen from its original position to another position is strictly prohibited and the Unit Owner will become liable to pay a heavy penalty besides the cost of restoration.
104. The Developer or the Association may implement a system of imposing penalty on occupants who due to neglect or even otherwise commit acts

of nuisance in the complex or for any non compliance and The Developer and/or the Association shall have the authority to issue directives to the Unit Owners to follow norms and adopt preventive measures in order to prevent spread of any infectious disease.

105. The Allottee hereby accepts , confirms and declares that the covenants of the Allottee as conceived in this Agreement shall run perpetually and also bind the Allottee and his/its successors in title and that the Allottee shall be responsible for any loss or damage arising out of breach of any of the conditions contained in this Agreement. The Allottee further hereby accepts, confirms and declares that, he/she/they shall not obstruct/disturb the ingress / egress or shall not create any nuisance of the guests/customers/visitors of the banquet hall and/or the commercial spaces.
106. The parties hereby expressly agree that this Agreement is being executed by the Owner and the Developer on the understanding that the covenants contained in this Agreement shall be strictly adhered to and performed by the Allottee . The Allottee further agrees , confirms declares and undertakes that considering the size and scale of the project, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and right of all the Co-occupants .

THE SCHEDULE -H ABOVE REFERRED TO

**SAFETY AND MAINTENANCE RULES WILL BE APPLIED
TO ALL THE ALLOTTEES/OWNERS IN TERMS OF THIS
AGREEMENT.**

1. SECURITY SERVICES RULES :

- (i) Keeping a record of visitors entering the complex premises.
- (ii) Prevent any trespassing through the Complex compound
- (iii) Guarding the Complex
- (iv) Control Traffic and and prevent jams within internal roads and pathways

- (v) Switching On/Off common lights
- (vi) The operation of water supply when needed
- (vii) The operation of lifts in case of electricity failure
- (viii) The operation of Fire Fighting equipment when needed.

2. SWIMMING POOL RULES:

- (i) Upkeep of filtration system, pumps and pool surface ;
- (ii) Keep a close eye on children and children below 12 years should not enter the pool unsupervised.
- (iii) To be open for use at specified timing.
- (iv) Always have a shower before getting into the Pool.
- (v) Use of goggles is advised to avoid irritation to eyes.
- (vi) Avoid use of pool if bottom of the Pool is not clearly visible.
- (vii) Do not carry glass objects, sharp objects or anything that can damage the pool.
- (viii) Swimming Pool should be cleaned regularly with disinfectant.
- (ix) Water recirculation system should be checked daily.
- (x) Changing rooms should be monitored for safety.

3. Community Hall (if provided by the Developer):

- (i) Maximum capacity will be 60 to 70 people gathering at a time.
- (ii) Decorative items should not be stuck on painted walls.
- (iii) The member renting the Hall shall be responsible to arrange cleaning.
- (iv) Cooking Food should be avoided inside the Community Hall .
- (v) Music should be within set decibel limits and as per law.

4. MUNICIPAL WATER and WATER TANKS :

- (i) Ensure that taps are securely closed.
- (ii) Replace the leaky faucets to save water wastage;
- (iii) It is recommended to clean pipes at regular intervals.
- (iv) The Complex may be provided with Solar water connection.
- (v) Drinking water will be supplied by municipal water
- (vi) Should be cleaned at regular intervals by a trained agency.
- (vii) The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
- (viii) If WTP is installed, then trained operator should look after the water parameters regularly and should ensure that AMC is done.
- (ix) Trained plumber to check water supply pipe lines .

5. SEPTIC TANK:

- (i) Periodic cleaning of Septic Tank.

- (ii) Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
- (iii) Ensure that the manholes should always be kept in a closed position
- (iv) Remove excess sludge periodically

6. **GARBAGE COLLECTION:**

- (i) Dry and Wet garbage should be segregated as mandated by municipalities / Sanctioning Authorities .
- (ii) Garbage bags should be used for maintaining heigene.
- (iii) There should always be a trolley placed under the garbage chute.
- (iv) Follow the caution signals that are mentioned on the Chute .
- (v) Do not throw boxes bigger than the size of the door of the chute.
- (vi) Ensure that the overhead disinfectant tank of the garbage chute is filled at regular intervals.
- (vii) Manual cleaning of the moist place near the exit of the garbage once in 15 days. Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.

7. **LIFT/ELEVATOR :**

- (i) AMC to a reputed service provider /agency . It is always recommended to provide AMC to the original manufacturer of the Lift.
- (ii) The electrical connections, wiring, switches, plugs should be checked periodically.
- (iii) Spitting or throwing garbage inside the elevator is strictly prohibited.
- (iv) Safety instructions to be followed during emergency should be displayed inside the lift.
- (v) Use panic button /intercom unit provided in the elevator in case of emergency.
- (vi) All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
- (vii) Children less than 10 years should not be permitted inside the elevator alone
- (viii) Do not use elevator in case of fire and earthquake
- (ix) Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
- (x) Smoking, Drinking and eating should be prohibited within the elevator.

8. **FIRE FIGHTING EQUIPMENT:**

- (i) AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System.
- (ii) The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage.
- (iii) Refuge area should be vacant and not used for any other purpose
- (iv) Regular mock fire drill exercises should be Done
- (v) Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non- functional.
- (vi) In case of emergency, the contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
- (vii) Fire Protection equipments in High Rise Building includes Sprinklers and Fire detection alarm system which should be tested time to time and In case of fire, the

- evacuation procedure should be well defined.
- (viii) Assembly point in the Complex compound should be clearly indicated.

9. GREEN BUILDING by IGBC / Griha or any other rating agency):

- (i) The Association Management Committee should update itself with all requirements of a Green Building and keep the records available.
- (ii) The services of a Green Building Consultant may be retained.

10. INSTALLATION OF AIRCONDITIONER :

- (i) Should be installed at pre-designated point.
- (ii) In case of split AC , the compressor unit should be installed with firm support.
- (iii) In case of leaking pipes to get the same repaired immediately.
- (iv) Electrical & AC points are designed with electrical consultant as per the furniture layout of the builder. If any change is required by the Allottee he can do so on his own expenses.

11. CCTV OF INDIVIDUAL FLATS :

- (i) Ensure that the Camera lens is clean;
- (ii) Illegal filming of others using the camera is legally prohibited.
- (iii) A notice that the premises is under CCTV surveillance should be displayed.

12. COOKING GAS:

- (i) Ensure proper ventilation and follow norms laid down by Gas agency.
- (ii) Children should not operate any equipment.
- (iii) Periodically check the gas valve, hose pipe condition for any leak.
- (iv) Change the gas pipe(rubber tube) every six months.
- (v) In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.

13. DISH TV OF INDIVIDUAL FLATS/UNITS and PLUMBING:

- (i) The Antenna should be installed at the pre-designated point recommended by the Developer.
- (ii) Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
- (iii) Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
- (iv) Ensure that metals, wood, medicines, glue, plastic or any hard substance is not pushed down the drain.

14. GENERATOR (D.G) :

- (i) DG will not be auto. It will be manual.
- (ii) Power from DG can be utilized for running Light, Fan, Freeze, TV (not all at a time).

- (iii) Use of excess load will cause disconnection.

THE SCHEDULE -I ABOVE REFERRED TO
(COMMON AREA MAINTENENCE EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project/ Complex and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may in the opinion of the Association/ Maintenance body or at least once every 5(five) years as may be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and common area of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair , clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers, Sewage treatment plant forming part of the Project as well as the entire Complex.
6. Costs and expenses relating to purchase, maintenance, renewal and insuring any equipment, utilities and/or the provision of any service related to the Common areas..
7. Cleaning as necessary the external walls and windows (not forming part of any Apartment,) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
8. Cleaning and lighting as necessary of the areas forming parts of the Project.
9. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Developer may think fit.
10. Maintaining and operating the lifts.

11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessees/ occupiers of any Apartment, .
13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Apartment, of any individual lessee of any Apartment, .
14. Insurance of buildings, fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
15. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
16. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/ Association it is reasonable to provide.
17. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.
18. Electric Supply system;
19. Electric Generating Set;
20. Water Supply Lines, Pumps, Motors, Filtration Plant and its allied equipments etc.
21. Community Hall (if provided) and its allied Rooms and Services, any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assts in common areas used for common purpose .
22. Costs and expenses relating to plantation of trees , maintenance of gardens and supply of water to the gardens.
23. Any other expense for common Purpose.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed of Conveyance at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**Sri Tapendra Nath Banerjee
Sri Arindam Banerjee
Sri Tirthankar Banerjee
Represented by their Constituted Attorney**

**Sri Tapendra Nath Banerjee
(Land Owners)**

M/S. SATYA KRISHNA ENTERPRISE
Represented through its Partner

**Sri Tapendra Nath Banerjee
[Promoter/Developer]**

[Allottee/Purchaser]

Drafted By,

Witnesses:

Signature_____ Signature_____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

RECEIPT AND MEMO OF TOTAL CONSIDERATION:

RECEIVED by the Promoter from the within named Allottee the within mentioned sum of Rs _____/- (Rupees: _____) for the Price of the Apartment (excluding Goods & Service Tax) based on the carpet area and Rs. _____/- (Rupees _____) for car parking space, if any, and the Goods and Service Taxes is Rs. _____/- (Rupees _____) aggregating to Rs. _____/- (Rupees _____) being the Total Consideration in full payable under these presents by Cheques/Pay Order/Cash/Transfer and other instruments as per Memo written herein below for the Said Apartment And Appurtenances described in **Schedule “B”** above:

Sl. No.	By or out of Cash/Demand Draft/Cheque/RTGS/ NEFT	Date	Bank Name	Amount (in Rs.)
1				
2				
3				
4				
Total:				Rs.

Sri Tapendra Nath Banerjee
Sri Arindam Banerjee
Sri Tirthankar Banerjee
Represented by their Constituted Attorney

Sri Tapendra Nath Banerjee
(Land Owners)

M/S. SATYA KRISHNA ENTERPRISE
Represented through its Partner

Sri Tapendra Nath Banerjee
[Promoter/Developer]

Witnesses:

Signature _____ Signature _____

Name : _____ Name : _____