

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on the _____ day of _____ Two Thousand And Twenty Four

BETWEEN

1. CAMPAIGN PROPERTIES LLP, (PAN AAOFC7858E), 2. COMMITMENT NIRMAN LLP, (PAN AAOFC8327J) 3. CRONY DEVELOPERS LLP, (PAN AAOFC8284G) 4. DOMINION BUILDERS LLP, (PAN AAQFD3670H) 5. ORCHID PREMISES LLP, (PAN AAGFO6103N) 6. DOMINION AWAS LLP, (PAN AASFD2350A) 7. COMMITMENT BUILDERS LLP, (PAN AAQFC3298L) all are Limited Liability Partnership Firm, constituted and registered under Limited Liability Partnership Act, 2008, having its registered office at 11A/1C, East Topsia Road, Post Office Gobindo Khatick Road, Police Station previously Tiljala presently Pragati Maidan, Kolkata 700046, South 24 Parganas, represented jointly/severally by its Designated Partners, **MR. KISHAN MIRANIA AGARWAL (Having PAN ADBPA8961E) [Adhaar No. 4108 0032 0762]**, son of Rambilas Agarwal, residing at 36/1B, Lala Lajpat Rai Sarani, Police Station Bhawanipore, Post Office – L.R. Sarani, Kolkata – 700020, and **MR. BISHAN MIRANIA AGARWAL (HAVING PAN AFJPA6544H) [Adhaar No. 992581547662]**, son of Rambilas Agarwal, residing at 36/1B, Lala Lajpat Rai Sarani, Kolkata – 700020, Police Station Bhawanipore, Post Office – L.R. Sarani, hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of Owners Firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**;

AND

MIRANIA REALTY LLP (PAN ABVFM4533E) a limited liability partnership firm, constituted and registered under Limited Liability Partnership Act, 2008, having its registered office at 11A/1C, East Topsia Road, Post Office Gobindo Khatick Road, Police Station previously Tiljala presently Pragati Maidan, Kolkata 700046, South 24 Parganas, duly represented jointly/ severally by its designated partners **MR. PRATIK MIRANIA AGARWAL (HAVING PAN AJSPA8098B) [Adhaar No. 2556 0987 7875]**, son of Kishan Mirania Agarwal, residing at 36/1B, Lala Lajpat Rai Sarani, Kolkata – 700020, Police Station Bhawanipore, Post Office – L.R. Sarani, and **MR. ARHANT MIRANIA AGARWAL (HAVING PAN AJTPA0125C) [Adhaar No. 6308 5345 0901]**, son of Bishan Mirania Agarwal, residing at 36/1B, Lala Lajpat Rai Sarani, Kolkata – 700020, Police Station Bhawanipore, Post Office – L.R. Sarani; hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and/or those who may carry on the business of MIRANIA REALTY LLP and their respective heirs, legal representatives, executors, administrators and assigns) of the **SECOND PART**;

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions 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" (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 SECOND PART;

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the SECOND PART;

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the SECOND PART;

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar 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 / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

[Please insert details of other allottee(s), in case of more than one allottee]

The Developer and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

Owners and Developer are hereinafter individually referred to as such or as Party and collectively as Parties of the **THIRD PART**;

WHEREAS:

- A. The Owners/Developers-II are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to absolute Owners of **ALL THAT** the following contiguous pieces and parcels of demarcated portion of lands:

R.S. Dag Nos.	L.R. Dag Nos.	Land Area
97	97	2 Decimal
99	99	2 Decimal
100	100	2.53 Decimal
101	101	79.62 Decimal
	Total	86.15 Decimal

That the Owners herein are collectively absolutely seized and possessed of or/and otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of the land containing an area of 86.15 Decimal, which is equivalent to 52 (Fifty Two) Katha 01 (One) Chatak 42(Forty Two) Square-feet appertaining to LR Dag nos. 97, 99, 100, 101, recorded under LR Khatian nos. 304, 305, 306, 307, 308, 309, 310 lying and situated at Mouza Barakhola J. L. No. 21, Police Station: Formerly Purba Jadavpur now Survey Park, District: 24 Parganas (South) and presently within the local limits of Ward No. 109 of the Kolkata Municipal Corporation, being Assessee no.311090271779, having Municipal Premises no. 506, Barakhola Road, PIN 700099, (fully described in the **FIRST SCHEDULE** hereunder written and hereinafter called "**Project Land**") and the devolution of title in favour of the Owners is as mentioned in the **Schedule** hereunder written. Each of the Owners is entitled their respective share in the Said Project Land.

- B. The said Entire Land is owned by the Owners by virtue and in pursuance of various documents of title (hereinafter referred to as the **TITLE DOCUMENTS** and morefully mentioned in the **SEVENTH SCHEDULE** hereunder written).
- C. By and under several development agreements (hereinafter collectively referred to as the said **DEVELOPMENT AGREEMENTS** and morefully mentioned in the **EIGHTH SCHEDULE** hereunder written), the herein appointed and entrusted the Developer/Developer- herein to develop the said Entire Land under the terms and conditions recorded and contained in the said Development Agreements.
- D. Pursuant to the said Development Agreements, the Developer/Developer-I caused to sanction a plan bearing no..... dated which stand modified by the revised Building Plan No..... dated by Kolkata Municipal Corporation for construction of a building project comprising of various blocks/ buildings upon the said Entire Land, hereinafter referred to as the said PROJECT.
- E. By and under an Agreement dated made between the Owners herein therein jointly referred to as the 'Owners' of the One Part and the Developer /Developer herein therein referred to as the 'Developer' of the Other Part, the Owners/Developers and the Developer /Developer identified and demarcated the units to be comprised in the Owners' Allocation and Developer's Allocation in the said Project. The Developer/Developer has subsequently inter alia obtained sanction/approval of a revised plan for one additional unit on the first floor and also one additional floor consisting of four units in the buildings ("Additional Units"). The Owners and the Developer/Developer have recorded the terms agreed between them by and under agreement dated, pursuant to which the Developer/Developer is exclusively authorized to sell and transfer the aforesaid Additional Units comprised in the Project on the terms and conditions therein mentioned, including to receive and collect all payments for such units/constructed spaces in its name, and to appropriate and distribute the sale proceeds thereof between the Owners and the Developer/Developer in the agreed allocation ratio covenanted in the said agreements.
- F. By and under Agreement dated made between the Owners herein therein jointly referred to as the 'Owners' of the One Part and the Developer/Developer herein therein referred to as the 'Developer' of the Other Part, registered with the office of the Additional District Sub-Registrar, Garia, District South 24-Parganas in Book No. ..., Volume No....., pages from, Being No..... for the year, the Owners therein have exclusively authorized the Developer/Developer herein inter alia to sell and transfer all the units/constructed spaces etc., to be comprised in or pertaining to the Remaining Blocks in the Project on the terms and conditions therein mentioned, including to receive and collect all payments for such units/constructed spaces in its name. The Owners and the Developer/Developer have also agreed that the sale proceeds for the units/ constructed spaces comprised in the Project shall be appropriated by the Developer/Developer and distributed by the Developer/Developer between the Owners and the Developer/Developer in the agreed allocation ratio.
- G. In pursuance of the aforesaid sanction plan, the Developer has commenced construction of the said Project.
- H. The Developer/Developer has completed the said Project and is a distinct Project for the purpose of WBRERA.
- J. The PROJECT and shall be known as **MIRANIA EVARA** and morefully mentioned and described in the Part-II of the **FIRST SCHEDULE** hereunder written.
- K. By and under an agreement dated (hereinafter referred to as the said **AGREEMENT FOR SALE**), the Developers had agreed to sell and transfer and the Purchaser/

Allottee had agreed to purchase **ALL THAT** the residential flat measuring a carpet area of Square feet together with a balcony area of Square feet (built up area whereof being Square feet) be the same a little more or less, being Unit No. on (.....) floor in the Building together with the right to use (....) Covered (Dependent/INDEPENDENT) Car Parking Space on the Ground level of the Building/ Project/Project together with the right to use the common areas/common parts and facilities in common with other allottees (hereinafter referred to as the said **UNIT/APARTMENT** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) at and for the consideration and under the terms mentioned and contained therein.

- L. The Developer/Developer has completed construction of the Project at the said Premises in accordance with the said Plan with permissible modifications/additions/alterations thereto and the Kolkata Municipal Corporation has issued the Occupancy Certificate(s) to such effect on
- M. At or before the execution of this Indenture, the Purchaser/Allottee has fully satisfied itself and represented the following:-
- i. The Purchaser/Allottee has caused due diligence and has satisfied itself/himself/herself/themselves with regard to the right, title and entitlement of the Developers in respect of the Unit and said Entire Land including the land comprised in the Project.
 - ii. The Purchaser/Allottee has satisfied itself/himself/herself/themselves that the said Unit and the Properties Appurtenant thereto is free from all encumbrances and about the Developers entitlement to develop the said Project/Project and also to transfer or otherwise deal with various units/constructed spaces therein without any restrictions.
 - iii. The Purchaser/Allottee has duly inspected and satisfied itself/himself/herself/themselves with regard to the plan sanctioned by the Kolkata Municipal Corporation and all subsequent modifications/additions/alterations thereto.
 - iv. The Purchaser/Allottee has inspected and duly satisfied itself with regard to the area, specification, flooring, fixtures, fittings and all other aspects of the said Unit.
 - v. The Purchaser/Allottee has duly satisfied itself/himself/herself/themselves with regard to the quality of construction, workmanship, specifications and structural stability of the Building/Project/Project and common areas/ common parts and facilities and also various facilities and/or amenities comprised in and/or installed at any portion of the said Project/Project.
 - vi. The Purchaser/Allottee is fully satisfied about the terms of sale, the amounts paid and incurred by the Purchaser/Allottee and various covenants contained in the said Agreement of Sale as well as this Indenture.
 - vii. The Purchaser/Allottee acknowledges that the right of the Purchaser/Allottee shall remain restricted to the said Unit and that the Purchaser/Allottee will not have any right whatsoever over and in respect of the other parts and portions of the Building/Project/Project.

And has agreed not to raise any objections whatsoever or howsoever.

NOW THIS INDENTURE WITNESSETH as follows:

I. THAT in pursuance of the said Agreement and in consideration of a sum of **Rs...../= (Rupees)** only of the lawful money of the Union of India well and truly paid by the Purchaser/Allottee to the Developers at or before the execution hereof (which

Developers do hereby and also by the receipt hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser/Allottee and also the said Unit and the Properties Appurtenant thereto hereby intended to be sold and transferred) the Developers do hereby sell transfer convey and/or assign **ALL THAT** residential flat measuring a carpet area of Square feet together with a balcony area of Square feet (built up area whereof being ... Square feet) be the same a little more or less, being Unit No.... on (.....) floor in the Building together with the right to use(.....) Covered (Dependent/independent) Car Parking Space on the Ground level of the Building/Project/Project and together with the right to use the common areas/common parts and facilities in common with other allottees (hereinafter referred to as the said **UNIT/APARTMENT** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the same absolutely and forever, hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser/Allottee absolutely and forever subject to the terms and conditions hereinafter appearing.

II. AND THE DEVELOPERS DO HEREBY COVENANT WITH THE PURCHASER/ALLOTTEE as follows:

- (a) The Developers have good right full power and absolute authority to grant convey transfer sell and assign the said Unit and the Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof unto and to the use of the Purchaser/Allottee in the manner as aforesaid.
- (b) The said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all encumbrances made or suffered by the Developers or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Developers.
- (c) The Purchaser/Allottee shall and may at all times hereafter be entitled to peaceably and quietly hold, enjoy and deal with the said Unit and to recover the actual khas possession of the said Unit(s) from any lessee/tenant and also to receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Developers or any person or persons having or lawfully or equitably claiming as aforesaid subject to the terms herein.

III. AND THE PURCHASER/ALLOTTEE DOTH HEREBY COVENANT WITH THE DEVELOPERS as follows:

- (a) The Purchaser/Allottee and all other person(s) deriving title from and under the Purchaser/Allottee shall at all times hereafter duly observe and perform the various covenants concerning or relating to the management and maintenance of the common areas/ common parts and facilities as set forth in the Third Schedule hereunder written and duly observe the various restrictions as set forth in the Sixth Schedule hereunder written.
- (b) The Purchaser/Allottee shall bear and pay all costs and impositions for stamp duty, registration charges, GST and other applicable levies and impositions for and in respect of the transfer of the said Unit under these presents.
- (c) The Purchaser/Allottee doth hereby acknowledge that if certain common areas/ common parts and facilities are remaining to be completed, the Developer shall be entitled to complete the same in the Project. The Purchaser/Allottee shall not lodge any claim or dispute against the Developer-I in this regard.
- (d) The Purchaser/Allottee doth hereby acknowledge that the allottees/owners/occupiers of the units/apartments in any one phase would be entitled to have right of ingress to and egress from and through all the common passages and pathways running through all the phases

and shall be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the owners/occupiers/allottees of the units/apartments located in all the phases.

- (e) The Purchaser/Allottee doth hereby acknowledge that the permissible ground coverage and FAR for the different phases of the said Project need not be fully/uniformly utilized and the Developer/Developer-I may vary the utilization of the permissible ground coverage/FAR for the development of the aforesaid different phases without exceeding the total permissible ground coverage and FAR for the said Project.
- (f) The Purchaser/Allottee doth hereby acknowledge that each phase of the said Project may have a separate association of apartment owners and an apex association may be formed for all the phases, or there may be a common association for all the phases of the said Project and the term 'Association' in this deed shall mean the association of the respective phase or the common association for the Project, as the case may be and as may be decided by the Developers.
- (g) The Purchaser/Allottee shall be liable to pay the Common Expenses attributable to the said Unit as set forth in the Fifth Schedule hereunder written and demanded by the Developers/ Association/ Facility Manager.
- (h) The Purchaser/Allottee doth hereby acknowledge that the possession of the said Unit has been delivered by the Developer to the Purchaser/Allottee.
- (i) The Purchaser/Allottee doth hereby acknowledge and confirm that the Developers shall be entitled to expand the Project vertically or horizontally by amalgamating any adjoining and/ or neighboring plots and the transferees/occupiers of the buildings/blocks at such amalgamated plots shall be entitled to use and enjoy the common areas/ common parts and facilities in common with the transferees/occupiers of the buildings/blocks in which the Unit intended to be purchased by the Purchaser/Allottee is situated.
- (j) The Purchaser/Allottee doth hereby further acknowledge and confirm that the Developers shall be further entitled to develop the adjoining and/ or neighboring plots separately and the transferees/occupiers of such adjoining or neighboring projects shall be entitled to use and enjoy the common areas/ common parts and facilities of the said Project/Project in common with the transferees/occupiers of the buildings/blocks in which in which the Unit intended to be purchased by the Purchaser/Allottee is situated.
- (k) The Purchaser/Allottee shall not be entitled to any claim upon the Reserved Areas and Facilities as set forth in the Fourth Schedule hereunder written unless right to use and enjoy the same is expressly granted to the Purchaser/Allottee in terms of these presents.
- (l) The Purchaser/Allottee shall not raise any obstruction/dispute upon the Developer/Developer-I to make any constructions/raising additional stories in any of the Buildings at the Project and/ or causing any modification/ alteration/ variation in the Plan as permissible under the prevailing building rules.

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

- (a) The undivided proportionate impartible variable share attributable to the said Unit shall always remain impartible.
- (b) The right of the Purchaser/Allottee shall remain restricted to the said Unit and the Properties Appurtenant thereto.

- (c) The Project shall always and forever be known by the name of “MIRANIA EVARA” or by such other name as may be determined by the Developer.
- (d) The Purchaser/Allottee hereby acknowledges that the covenants regarding use and enjoyment of the Common Areas and Amenities as well as regular and timely payment of the Common Expenses are “must” and non-payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the Project including the New Building and that non-payment of such maintenance charges is likely to cause malicious loss and damages to the other owners and/or occupiers of the Project including the New Building and as such in the event of any default on the part of the Purchaser/Allottee in making payment of such maintenance charges then and in that event without prejudice to any other rights, the Developer /Association/ Facility Manager shall be entitled to and are hereby authorized (i) to disconnect the supply of water, (ii) to disconnect the supply of power back up, (iii) to prevent the use of other facilities and the same shall not be restored till such time the amounts so remaining outstanding are paid with the interest and the Purchaser/Allottee hereby further waives the right for service of notice in the event of any default in non- payment of such common expenses.
- (e) The Purchaser/Allottee doth hereby further acknowledge that the Developer-I /Association/ Facility Manager shall be entitled to derive and charge the maintenance charges/common expenses taking into account the area of sold units i.e. the units for which possession has been delivered to the transferees.

THE FIRST SCHEDULE ABOVE REFERRED TO:

**PART - I
(ENTIRE LAND)**

ALL THAT the following contiguous pieces and parcels of demarcated portion of lands presently comprising:

R.S. Dag Nos.	L.R. Dag Nos.	Land Area
97	97	2 Decimal
99	99	2 Decimal
100	100	2.53 Decimal
101	101	79.62 Decimal
	Total	86.15 Decimal

ALL THAT the piece and parcel of the land containing an area of 86.15 Decimal, which is equivalent to 52 (Fifty Two) Katha 01 (One) Chatak 42(Forty Two) Square-feet appertaining to LR Dag nos. 97, 99, 100, 101, recorded under LR Khatian nos. 304, 305, 306, 307, 308, 309, 310 lying and situated at Mouza Barakhola J. L. No. 21, Police Station: Formerly Purba Jadavpur now Survey Park, District: 24 Parganas (South) and presently within the local limits of Ward No. 109 of the Kolkata Municipal Corporation, being Assessee no.311090271779, having Municipal Premises no. 506, Barakhola Road, PIN 700099, as per Plan annexed hereto and marked as **Annexure ‘A’** and butted and bounded as follows:

on the **North:** Purba Diganta Santoshpur Road;

on the **South:** C-10, C-11, Purba Diganta Road,

on the **East:** Aguan Sangha Club, E.M. Bypass-road; and

on the **West:** C-2, C-5, Purba Diganta Road.

**PART - II
(PROJECT)**

ALL THAT the piece and parcel of the land containing an area of 86.15 Decimal, which is equivalent to 52 (Fifty Two) Katha 01 (One) Chatak 42(Forty Two) Square-feet appertaining to LR Dag nos. 97, 99, 100, 101, recorded under LR Khatian nos. 304, 305, 306, 307, 308, 309, 310 lying and situated at Mouza Barakhola J. L. No. 21, Police Station: Formerly Purba Jadavpur now Survey Park, District: 24 Parganas (South) and presently within the local limits of Ward No. 109 of the Kolkata Municipal Corporation, being Assessee no.311090271779, having Municipal Premises no. 506, Barakhola Road, PIN 700099, as per Plan annexed hereto and marked as **Annexure 'A'** and butted and bounded as follows:

on the **North**: Purba Diganta Santoshpur Road;

on the **South**: C-10, C-11, Purba Diganta Road,

on the **East**: Aguan Sangha Club, E.M. Bypass-road; and

on the **West**: C-2, C-5, Purba Diganta Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
(UNIT/APARTMENT)**

ALL THAT the Unit No. on the Floor of the Block No. (Tower -) having carpet area of square feet together with a balcony area of sq. ft. (built up area of sq. ft.) with attached terrace/sky deck area of sq. ft. be the same a little more or less demarcated in the Plan annexed hereto and marked as Annexure '.....', together with the right to use no. Car Parking Space (dependent/independent) in the level of the Building/ Project/Complex together with the right to use the common areas/common parts and facilities in common with other allottees

**THE THIRD SCHEDULE ABOVE REFERRED TO:
(COMMON PORTIONS)**

The Common Portions are at 3 (three) levels, which are:

LEVEL1: The Common Portions at Level 1 may include the following (if provided, at the discretion of the Developer/Developer-I and meant for use and enjoyment of any of the segments or phases and which may be installed or located in any of the phases):

- | | |
|--------|--|
| 1.1.1 | Sewerage treatment Plant/Water Treatment Plant (if any) |
| 1.1.2 | Common generators, its installation and its allied accessories, lighting of the common areas, pumps and common utilities. |
| 1.1.3 | Electrical Transformers, electric wiring meters and panels. |
| 1.1.4 | Roads, installations, and security arrangements not exclusive to any segment. |
| 1.1.5 | Drains and sewers from the premises to the Municipal Drains. |
| 1.1.6 | Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises. |
| 1.1.7 | Boundary walls of the premises including outer side of the walls of the building and main gates. |
| 1.1.8 | Water pump and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto. |
| 1.1.9 | Transformer electrical wiring meters and electrical panels |
| 1.1.10 | Management / Maintenance office if any |
| 1.1.11 | Security arrangements with CCTV |
| 1.1.12 | Main Entrance Gate |
| 1.1.13 | Fire Fighting Equipment and Extinguishers and Protection system |

- 1.1.14 Water supply system
- 1.1.15 Rain water harvesting system.
- 1.1.16 Communication system for Intercom
- 1.1.17 Water pump, the pump room, water reservoir, tube-well (if any), and distribution pipes
- 1.1.18 Cable connection
- 1.1.19 Fittings & Fixtures for common area lighting
- 1.1.20 Garden and lawn, if any
- 1.1.21 Children Play area, toddler's zone
- 1.1.22 Community Hall for common use of all the occupants
- 1.1.23 Foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- 1.1.24 Visitors Car Parking if any
- 1.1.25 Swimming Pool with changing rooms if any
- 1.1.26 Indoor Games Room if any
- 1.1.27 Gymnasium if any

LEVEL-2: Those which are to remain common to the Apartments in any particular Building/Block/Project. These include the following:

- 1.2.1 Entrance with ground floor lobby only.
- 1.2.2 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.
- 1.2.3 Elevators
- 1.2.4 Earmarked area of roof of respective tower demarcated for common use
- 1.2.5 Overhead Water Tank.
- 1.2.6 Lifts and their accessories installations and spaces required therefore.
- 1.2.7 Toilet and shower room on the Ground Floor in some blocks (if any).

LEVEL-3: Undivided proportionate impartible variable share in the land of the Project attributable to the Apartment.

1. Unless otherwise indicated herein and in addition to these mentioned in Levels 1 and 2 the common portions like roads, lighting equipments, gates, building for guards, trees bushes, decorations e.g. sculptures etc. pipes, ducts and cables situate within the area whether over or under the land of the service zone shall be deemed to be common to the Allottees of all the segments and those that are inside the Project including its boundary walls and/or fences, water body etc. shall be deemed to be common portion only of the project and common to its Apartment Owners and users. Similarly those in any particular tower shall be deemed to be the Common Part only of that Block.
2. The Developer/Developer-I reserves the right to alter the above scheme or any of the items mentioned in above Clauses, if so advised by its Architects and/or Advocates for better and effective management and maintenance and otherwise equitable to the Owner of any segment or part thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO (RESERVED AREAS AND FACILITIES)

1. Open car parking areas, multilevel car parking areas (if any) and covered car parking areas (dependent/independent);
2. Right of use of specified areas in ground floor or other floor;
3. Exclusive right of use of garden / space on ground floor, other floor or roof;
4. Demarcated area of terrace appurtenant to a particular Apartment;
5. Open terraces on any floors of the Buildings (if any);

6. Storage and/or Utility Areas (if any);
7. Basement areas which may not be meant for common use (if any);
8. Any community or commercial facility which may not be meant for common use;
9. Any other areas / facilities demarcated as reserved by the Developer.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Project/Project 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 Apex Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project/Project and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Project/Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project/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 forming part of the Project/Project.
6. Paying such workers as may be necessary in connection with the upkeep of the Project/Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Apartment) in the Project/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.
9. Cleaning as necessary of the areas forming parts of the Project/Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project/Project and providing such additional lighting apparatus as the Developer/Developer-I may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all land revenue/khazana for the land of the Project/Project and the 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.
14. 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.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Apartments.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are the responsibility of the Owners/Lessee/occupier of any Apartment.
18. Insurance of fire-fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Developer/Developer-I/Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.

19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. 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/Apex Association it is reasonable to provide.
21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the Project/Project.
22. Any other expense for common Purpose.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:
(PURCHASER'S /ALLOTTEE'S COVENANTS)**

1. To co-operate with the other Apartment/Unit owners/allottees and the Developer/Developer-I in the management and maintenance of the Building/Project/Project.
2. To observe the rules framed from time to time by the Developer-I 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 Unit for residential purposes and not for other purposes whatsoever without the consent in writing of the Developer/Developer-I/Association.
4. To allow the Developer with or without workmen to enter into the said Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing.
5. To pay charges for electricity in relation to the said Unit wholly and proportionately relating to the common parts and also undertake to pay such damages on demand as ascertained by the Developer/Developer-I 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 Purchaser/Allottee shall not be entitled to use any of the facilities and utilities of the building.
6. Not to do anything or prevent the Developer from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Purchaser's/Allottee's enjoyment of the said Unit.
7. To maintain or remain responsible for the structural stability of the said 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 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.
8. Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
9. Not to damage demolish or cause to damage or demolish the said 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.
10. 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 Unit which in the opinion of the Developer/Developer-I differs from the color Scheme of the building or deviation or which in the opinion of the Developer/Developer-I may affect the elevation in respect of the exterior walls of the said building.

11. 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/Developer-I/ Association.
12. 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 building or cause increased premium to be payable in respect thereof if the building is insured.
13. Not claim any right of pre-emption or otherwise regarding any of the other units or any portion of the Building/Project/Project.
14. Not to use the said Unit or permit the same to be used for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever 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.
15. 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.
16. 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.
17. Not to park car on the pathway or open spaces of the building at any other place except the space allotted to him/ her/ it and shall use the pathways as would be decided by the Developer/Developer/Association.
18. 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.
19. Not to dry any clothes upon/outside the windows/elevations and other portions which may be directly exposed to the outsiders in a manner or be visible to the outsiders.
20. To abide by such building rules and regulations as may be made applicable by the Developer/Developer-I before the formation of the Association. The Developer/Developer-I 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/Developer-I. After the formation of the Association to comply with and/or adhere to the building rules and regulations of such association.
21. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the block save a letter-box at the place in the ground floor as be expressly approved or provided by the Developer/Developer-I and a decent nameplate outside the main gate of his Apartment/Unit.
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/Developer-I and/or the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
23. 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/Developer-I to the Association.
24. 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
25. The Apartment/Unit Owner must submit photographs of their employee and Drivers with full particulars with the Association a copy of which will also be forwarded to the local Police Station. The Association will issue identity cards to the staff and visitors who will carry the same for identification.
26. Visitor's cars will not be allowed to be parked inside the premises other than in the space earmarked for this purpose.

27. The Association 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 Association 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/Developer-I or the Association or FMC as the case may be and in strict compliance of the guidelines as framed by the Developer/Developer-I or the Association of FMC as the case may be.
29. The Apartment/Unit Owner and their visitors shall not litter in the common areas specially betel juice and tobacco products.
30. Smoking Zones may be provided within the project where only smoking will be permitted and smoking will be prohibited at all other places.
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 has 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/Developer-I 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 100 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 day 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 who may be employed by the Purchaser/Allottee and upon employing such domestic help to give relevant information of such domestic help to the local Police station.
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/occupier shall also ensure that the Pet relieves itself only at the designated place. Otherwise the concerned allottee/occupier 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 Purchaser/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. Not to have nor create any place of worship in any common part or portion of the building or the Project. However, the allottees/occupiers 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 project.

44. It shall be the responsibility of the Purchaser/Allottee to keep his Car Parking area in an orderly manner without causing encroachments and in the event of the Purchaser/Allottee washing his vehicle or permitting it to be washed in the Car parking area it will be obligatory on the part of the Purchaser/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.
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 function in any part of the property, except with the permission of the Developer/Developer-I/ Association as the case may be.
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 project.
49. Not to overload and/or draw excess electricity so as to cause overloading of the electricity connection.
50. The Purchaser/Allottee shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two wheeler parking space by the Developer/Developer-I to any other person and/or persons as the Developer/Developer-I in their absolute discretion may deem fit and proper.
51. Not to kill/sacrifice/slaughter or permit to be killed/sacrificed or slaughtered any living animals of any nature whatsoever except fish either within the said Unit or the said building or project including the Common area for any purpose whatsoever or howsoever on any occasion whether religious or ceremonial nor do any act deed or thing which may hurt the sentiments of any of the other Owners and/or occupiers of the said Project. The practice of sacrificing /slaughtering the animal during the festive period of Kali Puja /Durga Puja, Eid, Bakra Eid etc shall not be done or permitted within the said Project and the Apartment/Unit Owners shall strictly abide by maintaining such rule/restriction. The Apartment/Unit Owners of all caste, creed and religion shall be bound by this..
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. Not to install any air conditioner, except in the approved places.
54. Not allow or use any cable, internet or other service providers save and except those service providers whom the Developer/Developer-I or the Association might have selected or engaged. The Developer/Developer-I may at its discretion provide connectivity of various telecom/high speed broadband / other telecom and IT facilities to the Project and for this purpose enter into contract with any eligible Service Provider and such contracts by the Developer/Developer-I with the Service Provider shall be honored for the term of the Agreements/contract.
55. Pay such further deposits as required by the Developer/Developer-I/FMC/Association time to time.
56. Only drills (and not manual hammers) can be used to drive nails 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/Developer-I or the FMC or the Association as the case may be.
57. Gratings, should not be removed in the toilets and kitchen so as to avoid clogging of the pipelines and/or sewerage lines.
58. The lobby should be kept clean at all times.

59. No games or sporting activities are allowed which may cause damage to the landscaped gardens and the common facilities of the Project.
60. No tenant will be allowed to occupy any Apartment/Unit unless such tenant is introduced to the Developer/Developer-I or the Association or the FMC as the case may be so that he may be recognized as a bona fide occupant of the Apartment/Unit for security purposes.
61. 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.
62. No bills shall be stuck anywhere on the Buildings or in any place within the Project.
63. 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/Developer-I or the Association.
64. Electrical fitting can only be made from underground cable trench or existing electrical ducts in such manner that electric wires are not exposed.
65. 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.
66. Car Parking stickers should be obtained from the Developer/Developer-I or the Association to track authorized vehicles.
67. The Developer/Developer-I 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.
68. The Developer/Developer-I 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 Purchaser'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/Developer-I/ 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, shall be undertaken at the expense of the Purchaser/Allottee.
 - iv. The Purchaser/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/occupier 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.
69. The Developer/Developer-I will hand over the Fit-Out Rules at the time of handing over possession. Every allottee/occupier 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/Developer-I/Association.
70. The lobbies, entrances and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment/Unit 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.
71. Children shall not play in the, stairways or elevators and shall not go in the elevators of the Building unless accompanied by elders..
72. 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. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in the Apartment/Unit if the same shall disturb or annoy other occupants of the building..

73. Each Owner shall keep such Apartment/Unit in a good state of preservation and cleanliness and shall not throw or permit to be thrown there from or from the doors, windows, terraces, balconies thereof any dirt or other substances.
74. 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/Developer-I.
75. No shades awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building excepting such as shall have been approved by the Developer/Developer-I and no puncturing of window/wall to install AC Units will be permitted. The Apartment/Units have been designed for air conditioning with suitable provision for keeping outdoor units of the AC System, which the Purchaser/Allottee shall have to strictly follow while installing their AC Units.
76. 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/Developer-I nor shall anything be projected out of any window of the Building without similar approval.
77. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment/Unit-Owner/Lessee in whose Apartment/Unit it shall have been caused.
78. No radio or television aerial, electrical and telephone installation, machines or air-conditioning units shall be attached to or hung from the exterior or the roof of the building.
79. 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.
80. 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 Association of the Project may direct or throw into dustbins provided for the purpose within the common service area.
81. No vehicle belonging to an owner/occupier of Apartment/Unit or to a member of the family or guest, tenant or employee shall be parked in the open space or in such manner as to impede access to the Building/Project/Project by another vehicle.
82. 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.
83. After the Purchase the Apartment/Unit Owner shall get his Apartment/Unit mutated. Until the Apartment/Unit is not separately assessed/mutated in the name of the Allottee by the concerned municipality/authority, the Allottee shall bear and pay the municipal taxes and outgoings for the said Apartment/Unit without any liability of the Owners and Developers. It is further made clear that Allottee shall bear and pay the actual fee and charges demanded by the concerned municipality/authority for separate assessment/ mutation of the Apartment/Unit in the name of the Allottee. In case of default by the Allottee to directly apply for and cause mutation/separate assessment of the said Apartment/Unit, the Developer/Developer – I shall be entitled to get the said Apartment/Unit mutated and apportioned in the name of the Allottee subject to the Allottee bearing and paying all assessment / municipal / statutory / mutation fees, charges, facilitation charges, out of pocket expenses, professional fees etc.
84. 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.

85. 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.
86. Use the spittoons / dustbins located at various places in the Project.
87. Not install any collapsible gate outside the main door / entrance of the said Apartment/Unit.
88. Not to sub-divide the said Apartment/Unit and the Common Areas, under any circumstances.
89. Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Apartment/Unit, the parking space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
90. 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 Purchaser/Allottee from displaying a standardized name plate outside the main door of the said Apartment/Unit.
91. Not to install or keep or run any generator in the Said Apartment/Unit.
92. Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Purchaser/Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.
93. Not to overload the passenger lifts and move goods only through goods lift or the staircase of the Building.
94. Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment/Unit.
95. The balconies in the Apartment/Unit will always remain to be balcony and no glazing/grill/cover will be permitted in the balconies so as to enclose the space or to disturb the aesthetics of the buildings of the Project. No interference to the elevation/ façade of the building will be permitted. Fixation of tiles in Walls of Balcony shall not be allowed.
96. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration /agitation of any kind takes place inside or in the vicinity of the Project. The Purchaser/Allottee shall also ensure that its employees, agents, contractors or Associates do not in any way deface, vandalise or bring into disrepute the Project by affixing posters, hanging festoons or doing any other act.
97. To ensure that the Purchaser/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, fire laws, environmental laws as are applicable for the use of the said Unit.
98. The Purchaser/Allottee shall not make the Developer/Developer-I responsible for the temporary disruption and/or obstruction of common services in the said Unit for any reasons whatsoever. The Developer/Developer shall however make all reasonable efforts to set right the same as soon as possible;
99. To pay to the Developer/Developer all costs, charges and expenses including costs and fees which may be incurred by the Developer/Developer in connection with or for common purpose or incidental to any services of the said Project.
100. 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 Purchaser/Allottee.
101. 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.
102. Not to sub divide or partition the said Unit in any manner whatsoever.
103. House rules may be added to, amended or repealed at any time by the Developer/Developer and after formation by the Association.

104. Not to do anything or prevent the Developer/Developer from making further or additional constructions on any day notwithstanding any temporary disturbance in the Purchaser's enjoyment of the said Unit.
105. Not to raise any objection in the Developer's installing any telecom tower, Internet tower or erect a neon/glow sign, lighted/unlighted hoarding on the roof of any Building or Buildings without affecting the roof top over the Purchaser's Unit and the considerations for these rights will be received by the Developer/Developer-I.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

1. 1. One Bijoy Krishna Pal, since deceased (hereinafter referred to as "**DECEASED**"), used to seized possessed and sufficiently entitle thereof as sole and absolute owner of ALL THAT piece and parcel of land comprising at R.S. Dag No. 101 recorded under R.S. Khatian No. 160 at Mouza Barakhola, J.L. No. 21, Police Station- Formerly Purba Jadavpur, now Survey Park, District 24 Parganas now 24 Parganas (South) aggregating to 3.01 Acres and out of which 2.19 Acres of land was vested to the state of West Bengal as per the provisions of the WBEA Act, 1953 & WBLR Act, 1955, thereafter retained **0.82 Acres** of land which was un-acquired and/or not vested, thus the Deceased seized and possessed the same as sole and absolute owner.
2. The L.A. Collector vide L.A. Case No. II/56 of 1975-76 acquired 48 Decimal of land out of 2.19 acres of vested land of R.S. Dag No. 101, Mouza Barakhola, J.L. No. 21 and the award was made in the name of the Collector, South 24 Parganas and thus the said retained land of the Deceased at R.S. Dag No. 101, recorded under R.S. Khatian No. 160, Mouza Barakhola, J.L. No. 21; admeasuring **82 Decimal** was not acquired or vested.
3. The said Deceased, Bijoy Krishna Pal, also used to seized possessed and sufficiently entitle thereof as sole and absolute owner of ALL THAT piece and parcel of land measuring about 18 Decimals comprising at R.S. Dag No. 100, recorded under R.S. Khatian No. 161 Mouza Barakhola, J.L. No. 21 and out of which 15.47 Decimals of land was vested to the state of West Bengal as per the provisions of the WBEA Act, 1953 & WBLR Act, 1955, thereafter retained **2.53 Decimals** appertaining to R.S. Dag No. 100, recorded under R.S. Khatian No. 161 at Mouza Barakhola, J.L. No. 21 as sole and absolute owner. of land remained un-acquired and/or not vested in favour of Sri Bijoy Krishna Pal, as sole and absolute owner.

4. The said Deceased, Bijoy Krishna Pal, also used to seized possessed and sufficiently entitle thereof as sole and absolute owner of ALL THAT piece and parcel of land measuring about 4 Decimals appertaining to R.S. Dag No. 99, recorded under R.S. Khatian No. 152 at Mouza Barakhola, J.L. No. 21 and out of which 2 Decimals of land was vested to the state of West Bengal as per the provisions of the WBEA Act, 1953 & WBLR Act, 1955, thus the said Deceased retained **2 Decimals** of land appertaining to R.S. Dag No. 99, recorded under R.S. Khatian No. 152 at Mouza Barakhola, J.L. No. 21, as sole and absolute owner.
5. The said Deceased, Bijoy Krishna Pal, also used to seized possessed and sufficiently entitle thereof as sole and absolute owner of ALL THAT piece and parcel of land measuring about **2 Decimals** appertaining to R.S. Dag No. 97, recorded under R.S. Khatian No. 152 at Mouza Barakhola, J.L. No. 21.
6. While seized and possessed as sole and absolute owner of the aforesaid retained land on several plots/ dags at Mouza Barakhola, J.L. No. 21, District 24 Parganas, now 24 Parganas (South) along with other properties including the schedule property/ Project Land, said Bijoy Krishna Pal (said Deceased) died intestate on 22nd April, 1977, leaving behind his wife Smt. Purnima Pal, his son Biswes Pal and his two married daughters Smt. Anju Ghosh and Smt. Manju Sengupta, as his heir and heiresses and legal representatives to inherit the estate left the said Deceased. Subsequently said Smt. Purnima Pal, wife of Late Bijoy Krishna Pal died, also died intestate on 9th November, 1994.
7. By aforesaid way of inheritance said Biswes Pal, Smt. Anju Ghosh and Smt. Manju Sengupta became the joint owners in respect of the estate left by the said Deceased including the schedule property and/or the Project Land, each having undivided 1/3rd share or interest into or upon the Estate left behind by the said Deceased.
8. Said Anju Ghosh, daughter of Bijoy Krishna Pal, died intestate on 26th June, 2005 and subsequently her husband Amal Ghosh also died intestate on 17th October, 2010, leaving behind their only son, Alarka Ghosh as their legal heir and successor who by way of became the owner of the undivided 1/3rd share of the estate left by the said Bijoy Krishan Pal including the schedule property and/or the said Project Land.
9. Said Manju Sengupta another daughter of said Bijoy Krishna Pal died issue less but testate on 24-04-2018 (her husband Ananda Gopal Sengupta having predeceased her on 14-07-2016), after having made and published her Last Will and Testament

on 27-03-2012, which was duly registered, whereby and where under she appointed Umesh Chandra Das as the sole Executor of her said Last Will and Testament and gave, bequeathed and devised her undivided share 1/3rd share or interest into or upon the said Estate of Bijay Krishna Pal and / or the Schedule Property and/or the Project Land unto and in favour of the said Umesh Chandra Das.

10. Said Biswes Pal, son of Bijoy Krishna Pal died intestate on 17.10.2020, heaving behind his widow, namely Bandana Pal the and his two sons, namely Bikram Pal and Bhaskar Pal; as his legal heirs and heiress to inherit his undivided 1/3rd share or interest into or upon the Estate left behind by said Bijay Krishna Pal including the Schedule Property and/or the said Project Land
11. The Last Will of Manju Sengupta was probated by the Hon'ble High Court of Calcutta in PLA 366 of 2019, dated 22.11.2021, making Umesh Chandra Das the sole and absolute owner of the undivided 1/3rd share of Manju Sengupta, which she had inherited from the estate of Bijay Krishna Pal.
12. in the event as recited hereinabove, the Vendors herein are jointly and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property each one of them being entitled to undivided share or interest therein.
13. By virtue of Deed Of Conveyance Being No. 3272 dated 29.06.2022 and Deed Of Conveyance Being No. 3243 dated 29.06.2022 and Deed Of Conveyance Being No. 3245 dated 29.06.2022 all duly registered with the Office of A.D.S.R. Sealdah, South 24 Parganas, the Owners, namely, 1. Campaign Properties LLP, 2. Commitment Nirman LLP, 3. Crony Developers LLP, 4. Dominion Builders LLP, 5. Orchid Premises LLP, 6. Dominion Awas LLP, 7. Commitment Builders LLP; jointly purchased All That piece and parcel of Land measuring about 6.53 Decimal appertaining to RS & LR Dag nos. 97 and 99 recorded under RS Khatian no. 152 and RS & LR Dag no.100 recorded under RS Khatian no.161 lying and situated at Mouza Barakhola J. L. No. 21, Police Station- Formerly Purba Jadavpur now Survey Park, District: 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, Kolkata, PIN 700099; from the said Bandana Pal, Bikram Pal, Bhaskar Pal, Alarka Ghosh, and Umesh Chandra Das, for the premises and consideration mentioned therein.
14. By virtue of Deed of Conveyance Being Nos. 3244, 3250, 3258,3259, 3260, 3265, 3266, 3267, 3269, 3270 and 3271, all dated 29th June, 2022, duly registered with the Office of A.D.S.R. Sealdah, the Owners, namely, 1. Campaign Properties LLP, 2.

Commitment Nirman LLP, 3. Crony Developers LLP, 4. Dominion Builders LLP, 5. Orchid Premises LLP, 6. Dominion Awas LLP and 7. Commitment Builders LLP, jointly purchased All that piece and parcel of land measuring about 82 Decimal appertaining to RS & LR Dag no.101 recorded RS Khatian no.160 in Mouza Barakhola J. L. No. 21, Police Station- Formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) and presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, Kolkata, PIN 700099 from the said Bandana Pal, Bikram Pal, Bhaskar Pal, Alarka Ghosh, and Umesh Chandra Das for the premises and consideration mentioned therein.

15. Said Owners, namely, 1. Campaign Properties LLP, 2. Commitment Nirman LLP, 3. Crony Developers LLP, 4. Dominion Builders LLP, 5. Orchid Premises LLP, 6. Dominion Awas LLP and 7. Commitment Builders LLP, after acquiring the aforesaid land by way of purchase, being the Project land containing land measuring about 06.53 Decimal pertaining to RS & LR Dag nos. 97,99, and 100 and land measuring about 82.00 Decimal appertaining to RS & LR Dag no. 101, aggregating to 88.53 Decimal, all the plots/ Dags lying and situated at Mouza Barakhola J. L. No. 21, Police Station- Formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South), muted their respective name in Rights of Records at the Office of B.L. & L.R.O. Kolkata and their names are published in different L.R. Khatian namely, 1. Campaign Properties LLP, (LR. Khatian no. 304) 2. Commitment Nirman LLP, (LR. Khatian no. 305) 3. Crony Developers LLP, (LR. Khatian no. 306) 4. Dominion Builders LLP, (LR. Khatian no. 307) 5. Orchid Premises LLP, (LR. Khatian no. 308) 6. Dominion Awas LLP, (LR. Khatian no. 309) and 7. Commitment Builders LLP, (LR. Khatian no. 310) by the Land and Land Reforms Department, South 24 Parganas, and subsequently duly assessed and mutated the said Project Land at the Kolkata Municipal Corporation and the name of the Owners are jointly recorded in the records of Assessment Department of the K.M.C., vide Assessee no. 311090271779 and the Project Land was newly numbered as Premises no. 506, Barakhola Road, Kolkata 700099, within Ward No. 109 of the K.M.C..
16. While seized possessed said Project Land, said Owners, namely, 1. Campaign Properties LLP, 2. Commitment Nirman LLP, 3. Crony Developers LLP, 4. Dominion Builders LLP, 5. Orchid Premises LLP, 6. Dominion Awas LLP, 7. Commitment Builders LLP, jointly sold All That piece and parcel of Land measuring about 2.38 Decimal appertains to RS & LR Dag no. 101 recorded under LR Khatian nos. 304, 305, 306,

307, 308, 309 & 310 lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- Formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South), Assessee no.311090271779, Municipal Premises No. 506, Barakhola Road, within the local limits of Ward No109 of the Kolkata Municipal Corporation unto and in favour of one organization namely Kushagra Awas LLP by virtue of Deed of Conveyance dated 15-09-2022 duly registered in the office of District Sub Registrar (III) at Alipore, South 24 Parganas and recorded in Book I, Being no. 14371 for the Year.

17. The said seven organization namely, 1. Campaign Properties LLP, 2. Commitment Nirman LLP, 3. Crony Developers LLP, 4. Dominion Builders LLP, 5. Orchid Premises LLP, 6. Dominion Awas LLP and 7. Commitment Builders LLP, jointly owned All that piece and parcel of Land admeasuring 86.15 Decimal (6.53 Decimal + 79.62 Decimal) comprising at RS & LR Dag nos. 97, 99, 100, 101 recorded under RS Khatian no. 152, 160, 161 corresponding to L.R. LR Khatian nos. 304, 305, 306, 307, 308, 309 and 310 lying and situated at Mouza Barakhola, J. L. No. 21, Police Station- Formerly Purba Jadavpur now Survey Park, District- 24 Parganas (South) having Assessee no.311090271779, being Municipal Premises No. 506, Barakhola Road, PIN 700099 presently within the local limits of Ward No109 of the Kolkata Municipal Corporation, - more fully and particularly described in the **First Schedule** herein above mentioned.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:
(DEVELOPMENT AGREEMENTS)**

1. Agreement dated registered with the office of the Additional District Sub-Registrar, Garia, and recorded in Book No. ..., CD Volume No...., Pages to, Being No..... for the year
2. Agreement dated....., registered with the office of the Additional District Sub-Registrar, Garia, and recorded in Book No., Volume No., Pages to, Being No..... for the year
3. Agreement dated registered with the office of the ADSR Garia, and recorded in Being No. for the year

IN WITNESS WHEREOF the parties hereto have put their respective hands and seals the day, month and year first above written.

**SIGNED SEALED AND
DELIVERED** by the abovenamed
OWNERS at **Kolkata**

(.....)
as constituted Attorney/ Authorised
Signatory of all Owners/Developer-I

SIGNED SEALED AND DELIVERED
by the abovenamed
DEVELOPER//DEVELOPER at
Kolkata

MIRANIA REALTY LLP

Authorized Signatory

EXECUTED AND DELIVERED by
the abovenamed
PURCHASER/ALLOTEE at **Kolkata**

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Drafted by

Advocate
High Court, Calcutta

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser/Allottee the within mentioned sum of **Rs.....** /= (**Rupees**) only being the consideration amount in full payable under these presents by various cheques / pay orders / demand drafts:

For MIRANIA REALTY LLP

Authorized Signatory
(Developer/Developer-I)

Witnesses:

1. Signature _____

2. Signature _____