

# **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made on this \_\_\_\_\_ day of \_\_\_\_\_  
Two Thousand and Twenty Three

**BETWEEN**

**MR. TAPAN DEY (PAN AGRPD4458J) (AADHAR No.458100879905)** son of Late Khagendra Nath Dey, by faith Hindu, by Nationality – Indian, by occupation business, residing at 282, S.K. Deb Road, P.S. – Lake Town, Kolkata – 700048 **2) MRS. MOLLI DEY SARKAR alias KAMALA DEY SARKAR (PAN EYKPS3603H) (AADHAR No.786787715943)** wife of Late Sasanka Dey Sarkar and daughter of Late Khagendra Nath Dey, by faith Hindu, by Nationality – Indian, by occupation - home - maker, residing at 46/1, Durga Charan Mitra Street, P.S. Bortalla, Kolkata – 700006 **3) MRS. USHA DEY(PAN AORPD8613H) (AADHAR No.913167853014)** wife of Late Suresh Chandra Dey and daughter of Late Khagendra Nath Dey, by faith Hindu, by Nationality – Indian, by occupation home - maker, residing at 95/2/1, Dakshindari Road, P.S. – Lake Town, Kolkata – 700048 **4) MR. SWAPAN KUMAR GUHA THAKURATA(PAN ADYPG2058B) (AADHAR No.788623564914)** son of Late Gopal Chandra Guha Thakurata, by faith Hindu, by Nationality – Indian , by occupation retired, residing at FR – 5/2 Jyangra Dakshin Math Rajarhat Gopalpur P.S. – Baguiati, Kolkata – 700059 and **5) MR. SUSOVAN GUHA THAKURATA (PAN ARJPG7247F)(AADHAR No.880730074207)** son of Mr. Swapan Kumar Guha Thakurata, by faith Hindu, by Nationality – Indian, by occupation business, residing at FR – 5/2 Jyangra Dakshin Math Rajarhat Gopalpur P.S. – Baguiati, Kolkata – 700059, jointly hereinafter called the **“VENDOR”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, successor or successors and assigns).

**MR. AAYUSH TEKRIWAL, (PAN ABXPT9559K) (AADHAR No. 532158995808)** son of Mr. Dwarika Prasad Tekriwal, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at P-227, Lake Town, Block-‘B’, Police Station – Lake Town, Kolkata – 700 089, one of the partner of **M/S NIRMALA DEVELOPERS (PAN NO. AARFN0495R)**, having its office at 312 Lake Town ‘Block – A’, Ground floor, P.S. Lake Town, Kolkata – 700089, represented as constituted attorney on behalf of the Vendor, of the **FIRST PART**.

**AND**

**(1)** ..... **(PAN.** ..... **(AADHAR No.....)** son of ....., by faith ....., by occupation ....., residing at ....., Post Office – ....., Police Station. – ....., Pin – ....., ....., District – ....., hereinafter called and referred to as the **PURCHASER**, (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

**M/S NIRMALA DEVELOPERS (PAN AARFN0495R)** a Partnership firm having its principal place of business at 312 Lake Town 'Block - A', Ground floor, P.S. Lake Town, Kolkata - 700089, represented by one of the partner namely **MR. AAYUSH TEKRIWAL, (PAN ABXPT9559K) (AADHAR No. 532158995808)**, son of Mr. Dwarika Prasad Tekriwal, by Religion - Hindu, by occupation - Business, by Nationality - Indian, residing at P-227, Lake Town, Block-'B', Police Station - Lake Town, Kolkata - 700 089, hereinafter called the **"PROMOTER / DEVELOPER/CONFIRMING PARTY"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the **THIRD PART**

I. A. The Vendor / Owner and the Purchaser and Promoter / Developer / Confirming Party shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

B. The term "Purchaser" shall mean and include:

(a) If he/she be an individual, then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.

(b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.

(c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.

(d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.

(e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.

B. Subject Matter of Sale: Sale on ownership basis of the Residential Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor, having super built-up area measuring \_\_\_\_\_ ( \_\_\_\_\_ ) more or less corresponding to carpet area measuring \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, more or less, more fully described in **Schedule A - 1** hereunder written and may include the right of parking car at the Parking space and delineated on the Plan annexed hereto and bordered in colour Red thereon (Said Unit in the

proposed residential project to be called as “**NIRMALA ORCHID**” (Said Project), to be constructed on divided and demarcated portion of land lying and situate at and being Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road in Mouza – Kankuri, Dihi – Panchannagram, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. – Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata – 700048, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North), described in **Schedule-A** hereunder written subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule- B1 & D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed.

#### **SECTION – II # RECITALS**

- A. WHEREAS** by virtue of a registered Deed of Conveyance one Smt. Binoda Sundori Dey wife of Late Binod Behari Dey of Dakshindari P.S. Dum Dum, North 24 Parganas purchased ALL THAT piece and parcel of land admeasuring 0.15 decimal or 09 Cottah, 00 Chittack and 00 sq. ft. lying and situate at Mouza – Kankuri, Dihi – Panchannagram, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 P.S. –Dum Dum, District – 24 Parganas (North) morefully and particularly mentioned and described in the **Schedule A** hereunder written and hereinafter referred to as the "**LAND**", from Smt. Bharati Dey wife of Ram Ranjan Dey the then Purchaser and the same was registered in Book No.- I, Being No. 1889 for the year 1956 in the office of Sub - registrar Cossipore, Dum Dum.
- B. AND WHEREAS** said Smt. Binoda Sundori Dey while seized and possessed of or otherwise well and sufficiently entitled to the "**LAND**" and hereditaments died intestate leaving behind her surviving legal heir being the only son namely Sri Khagendra Nath Dey.
- C. AND WHEREAS** Sri Khagendra Nath Dey while being the full and absolute owner of the "**LAND**" by virtue of succession and inheritance of the then prevailing laws, died intestate on 12/04/1998 and his wife namely Noni Prova Dey left for heavenly abode on 25/03/2012, leaving behind their surviving legal heirs namely their son Sri Tapan Dey and three daughters namely Smt. Bimala Guha Thakurata, Smt. Moli Dey Sarkar alias Kamala Dey Sarkar and Smt. Usha Dey.
- D. AND WHEREAS** said Sri Tapan Dey, Smt. Bimala Guha Thakurata, Smt. Moli Dey Sarkar alias Kamala Dey Sarkar and Smt. Usha Dey, the Vendor herein by virtue of inheritance and succession as per the prevailing laws jointly seized and possessed

being the full and absolute owners of undivided proportionate share of the "**LAND**" **i.e ALL THAT** piece or parcel of undivided proportionate land hereditaments and premises containing by estimation an area of **09(nine) Cottahs 00 (zero) Chittacks 00 (zero) Sq.ft.** be the same a little more or less alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying and situate at and being Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road in Mouza – Kankuri, Dihi – Panchannagram, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. – Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata – 700048, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North), hereinafter called the said "**LAND**", morefully and particularly described in the **SCHEDULE A** hereunder written.

- E.** The Said "**LAND**" is earmarked for the purpose of building a residential, purpose project, comprising seven storied buildings consisting of residential apartments, office spaces, Commercial and semi-commercial spaces and car parking spaces and the said project shall be known as "**NIRMALA ORCHID**" ("Project").
- F.** The Promoter/Owner of the Said "**LAND**" had also got the sanctioned building plan for a seven storied building from the concerned South Dum Dum Municipality vide **Building Permit No. 1081 dated 15/12/2022**. The Project was registered under the Real Estate Regulation Act, 2016 (RERA) with the West Bengal Real Estate Regulatory Authority at WB RERA Office, Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_ and accordingly the West Bengal Real Estate (Regulation and Development) Rules, 2021 (WB RERA Rules) is also applicable to the Project. RERA and the amendments and substitutes thereof and all rules, regulations, notifications, circulars, orders and byelaws thereunder as may be applicable from time to time is hereinafter referred to as "the Act" and WB RERA Rules and the amendments and substitutes thereof as may be applicable from time to time is hereinafter referred to as may be applicable, are hereinafter referred to as "the Rules".
- G.** By and under the Agreement, it was agreed that the Said Flat would be sold, conveyed and transferred by the Vendors to the Purchaser at and for the Agreed Consideration/Total Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on the terms and conditions contained therein. In the Agreement, the area of the Said Flat was mentioned as Carpet Area of \_\_\_\_\_ square feet, Built up Area of

\_\_\_\_\_square feet and corresponding Super Built-up area of \_\_\_\_\_ square feet was mutually agreed and accepted by the parties. Upon construction, the said Apartment contains Carpet Area of \_\_\_\_\_ square feet, Built up Area of \_\_\_\_\_ square feet corresponding to Super Built-up area of \_\_\_\_\_ square feet that has been mutually agreed and accepted by the parties. Accordingly, the consideration of Rs. \_\_\_\_\_/- mentioned in the Agreement has been proportionately increased to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) due to the increase in Carpet Area. Accordingly, the said Apartment Unit is more fully and particularly mentioned and described in **Schedule A - 1** hereto with the aforesaid change of final increased measurement..

- H.** The Purchaser confirms that after independently examining and verifying or causing independent examination and verification and being thoroughly satisfied about the ownership and title of the Owners in respect of the Said Property and the documents relating thereto, the right, title, interest and entitlement of the Promoter as the developer in respect of the Said Property, the Plans sanctioned by the South Dum Dum Municipality and or competent Authority and the necessary approvals and permissions and after inspection of the Said Unit and the Buildings including the Common Areas and being thoroughly satisfied about the actual constructions (including the quality and specifications thereof, the Carpet Area, Built-up Area and Super Built-up Area of the said Apartment Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Buildings, the Common Areas and the Said Unit), the Purchaser is completing the purchase of the Said Unit pursuant to the Agreement between the Vendors and the Purchaser. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration/Total Price, the Additional Liabilities and Security Deposits mentioned in the Agreement to the Promoter. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives and disclaims all claims and rights, if any, to do so. The Purchaser declares and confirms that the construction of the Buildings including the Said Unit is complete in all respects to the complete satisfaction of the Purchaser though the Occupancy/Completion Certificate shall be obtained by the Promoter in due course and that the delay, if any, in completion has been and/or is deemed to be condoned and that the Vendors have complied with all their obligations including those under the Act and that the Purchaser has no complaint or claim whatsoever against the Vendors or any of them on any account whatsoever and the Purchaser also waives and disclaims all claims and rights, if any.

**NOW THIS INDENTURE WITNESSES:**

1. Transfer: The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions contained in this Deed including those mentioned below.

**1.1.1** In consideration of the Purchaser having paid the Agreed Consideration mentioned in **Schedule-B**, the Vendors do hereby sell, convey, grant and/or transfer to the Purchaser the following:

(a) The residential Unit together with right to park in the said car parking space described in Schedule A - 1 (Said Unit) hereunder written.

(b) Proportionate, variable, undivided, indivisible and impartible share in the Common Areas described in Schedule-D hereto with right to use and enjoy the same in common subject to the rights and entitlements of common ownership, use and enjoyment of the Unit Owners and/or occupiers of the other portions of the Buildings in respect of the same.

(c) Said Undivided Share.

**1.1.2** The term 'the said Apartment Unit' wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1.1 hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one residential unit.

**1.1.3** Neither any of the (i) open and covered spaces in the Buildings and the Said Property not included in the Common Areas mentioned in Schedule D, (ii) other Apartments, Commercial Spaces (if any), Apartment Units, Commercial Units (if any) and Parking Spaces in the Buildings (except the right to park medium sized car(s) in the said Parking Space) and/or the Said Property in as much as the same shall belong exclusively to the Vendors is intended to be transferred, nor the same shall be transferred in favour of the Purchaser and the Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors 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 the Vendors in their absolute discretion, without any reference to the Purchaser who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, in favour of the Vendors.

**1.1.4** Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors shall continue to be entitled to use and utilise the Common Areas mentioned in **Schedule-D** hereto.

**1.1.5** The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Promoter from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.

**1.1.6** The right of the Purchaser regarding the Undivided Share shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Purchaser on the ground of or by reason of any variation of the Undivided Share.

**1.1.7** The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roofs (including Common Roof Area) of the Buildings and/or other areas in the Buildings and/or the Said Property by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same other than payment of electricity consumed on actuals, and no one including the Unit Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

**1.1.8** The Purchaser shall upon issue of the Occupancy/Completion Certificate by the \_\_\_\_\_, be entitled to occupy, possess, use and enjoy the said Apartment Unit 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 Unit Owner and/or the Vendors.

**1.1.9** Only the Common Roof Area shall be meant for common use and form part of the Common Areas. The Common Roof Area includes the areas of the lift Machine Room and water tank and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the lift Machine Room and water tank.

**1.1.10** Besides the additions and alterations permissible under the Act and/or the Rules, the Purchaser has irrevocably consented to and/or hereby irrevocably consents



to the modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas and/or the ground floor layout made and/or to be made by the Promoter and/or as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the \_\_\_\_\_ and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit, the Purchaser had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Purchaser has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Purchaser in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in **Schedule D** shall not be reduced to the detriment of the Purchaser.

**1.1.11** The Purchaser has irrevocably consented and/or hereby irrevocably consents that the Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Said Property including by raising of any additional floor/storey/construction over the roofs of the Buildings (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Said Property and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Promoter is entitled to shift any part of the Common Areas (including common areas and installations, lift machine rooms and water tanks and the Common Roof Area) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Vendors have an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total number of Common Areas mentioned in **Schedule 'D** shall not be reduced to the detriment of the Purchaser.

**1.1.12** Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong

exclusively to the Vendors and the Vendors shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.

**1.1.13** Non-enforcement of any right by the Vendors or any indulgence granted by the Vendors to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the Vendors.

**1.1.14** If at any time there be demand, imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Services Tax) under any statute or regulation on the Said Property, the Buildings and/or the said Apartment Unit or on the construction or transfer of the said Apartment Unit or any portion thereof in accordance with law (whether payable to the concerned authority by the Vendors or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Apartment Unit and proportionately in respect of the Said Property, the Buildings and the Common Areas, without raising any objection thereto. The Vendors shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Vendors and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Vendors shall be entitled to recover the same from the Purchaser and the Promoter shall be entitled to recover the same from the Purchaser if any such payment is made by the Promoter for any reason.

**1.1.15** The Purchaser shall be entitled To Have And To Hold the said Apartment Unit hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with the rights of the Purchaser hereunder and subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to the rights and/or entitlements of any other Unit Owners and/or the Vendors.

**1.1.16** The sale of the said Apartment Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in Schedule-D hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in Clause \_\_\_\_\_, Clause \_\_\_\_\_, which shall be covenants running with the said Apartment Unit in perpetuity.

**1.1.17** Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly agreed and made clear as follows:

- (a) The open and covered Car Parking Spaces sanctioned by the \_\_\_\_\_ are meant to be used only for parking cars by the Purchasers of this Project only.

(b) The total number of open and covered Car Parking Spaces in the Project exceeds the total number of Units in the Project. The sizes of the Units are different and the car parking space requirement of the Purchasers also varies.

(c) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces are being earmarked and allotted along with specified Units so that the same cars are parked in the same space every day.

(d) Accordingly, at the request of the Purchaser, the Promoter has allotted the said Car Parking Space for exclusive use by the Purchaser.

(e) It is expressly made clear that only right of use is being granted in respect of the said Car Parking Space and no sale is being made.

**1.1.18** Notwithstanding anything to the contrary contained elsewhere in this Deed, it is expressly declared that the transfer of the proportionate, variable, undivided and impartible share in the Common Areas in the name of the Purchaser is being done in the capacity of the Purchaser as a trustee on behalf of and for the benefit of the Association to be ultimately formed for the Project and that the Purchaser shall transfer the proportionate, variable, undivided and impartible share in the Common Areas in favour of the Association at his own costs at the appropriate time after formation of the Association and/or at such time when all the Purchasers of different Units transfer their proportionate, variable, undivided and impartible share in the Common Areas in favour of the Association. The Vendors / Promoter are under an obligation to transfer in favour of the Purchaser the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Apartment. From Section 17 of the Act it appears that the undivided proportionate title in the Common Areas is to be transferred to the Association in addition to handing over of the Common Areas to the Association. However, from Clause 10 of Annexure 'A' to the Rules it appears that by the Deed of Conveyance, title of the said Apartment together with proportionate indivisible share in the Common Areas are to be transferred to the Purchaser. It also appears from Section 5(2) of the West Bengal Apartment Ownership Act, 1972 that undivided interest in the common areas and facilities shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance. Accordingly, there is contradiction, ambiguity and/or lack of clarity regarding transfer of the undivided proportionate share in the Common Areas. Further as per the registration procedure followed by the Registration Authorities in West Bengal for registering Deeds of Conveyance regarding flats/apartments, the market valuation of the flats/apartments is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities

for enabling the Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any flat/apartment can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas without which the Deed of Conveyance cannot be registered. Under the aforesaid circumstances, it is not possible for the Vendors to execute this Deed of Conveyance in favour of the Purchaser only in respect of the said Apartment excluding the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Apartment. Further and in any event, presently there is no procedure for registration of a Deed of Transfer / Conveyance of undivided proportionate share in the Common Areas in favour of the Association without any consideration. The consideration for the undivided proportionate share in the Common Areas is being paid by the Purchaser and no amount is or shall be receivable by the Vendors from the Association. Under the circumstances, at present there is no practical method of transfer of undivided proportionate share in the Common Areas in favour of the Association without payment of any consideration. In view of the above situation, the Vendors have no option but to execute this Deed of Conveyance in favour of the Purchaser transferring also the undivided proportionate share in the Common Areas since the stamp duty and registration fees are being paid by the Purchaser on such basis and in as much as the ultimate aim of the Act including Section 17 thereof and Annexure A of the Rules is that the Vendors should not retain ownership of the undivided proportionate share in the Common Areas which should be transferred to the Purchaser and/or for his benefit to the Association. Under such circumstances, the Vendors are hereby discharging their obligation of transfer of the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Apartment in favour of the Purchaser herein with the understanding that the Purchaser shall hold the same in trust for the Association to be formed in future in respect of the Project and shall transfer the same to such Association in accordance with law, if and when clarity is available on the above issue. The stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Unit Owners of the Project. If necessary, the Vendors agree to join as parties to such deed and/ or document for transfer of undivided proportionate share in the Common Areas in favour of the Association provided the stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Unit Owners of the Project without any amount being required to be contributed by the Vendors.

**1.1.19** The Vendors shall be entitled to sell the Apartment Units on such terms and conditions as the Vendors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled inter alia to:

- (a) demarcate and allot the parking spaces in the Buildings for the Unit Owners of Apartment Units;
- (b) charge Maintenance Charges and Common Expenses to the Unit Owners of Apartment Units at such differential rate as may be decided by the Vendors;
- (c) limit or restrict the rights of the Unit Owners of Apartment Units in respect of use of certain Common Areas;
- (d) grant additional/differential rights to the Unit Owners of Apartment Units in respect of use of certain Common Areas; (e) grant differential rights to the Unit Owners of Apartment Units in respect of participation and voting regarding the Association and the maintenance.

**1.2. Covenants of the Vendors and the Promoter:**

**1.2.1** The Vendors and the Promoter hereby covenant with the Purchaser that they:

- (a) have the right to sell, transfer and convey the said Apartment Unit to the Purchaser;
- (b) are transferring the said Apartment Unit to the Purchaser free from any encumbrance created by the Vendors;
- (c) shall, at the costs and requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment Unit to unto and in favour of the Purchaser in the manner agreed upon.

**1.2.2** The Vendors hereby covenant with the Purchaser that the Vendors shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance created by the Vendors in respect of the said Apartment Unit.

**1.2.3** The Promoter hereby further covenant with the Purchaser that the Promoter have received the Agreed Consideration mentioned in **Schedule-B** and acknowledge the receipt thereof in the Memo of Consideration hereunder.

**1.2.4** The Vendors hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in Schedule-D and with the terms, conditions,

restrictions, stipulations, obligations and covenants mentioned in this Deed including in Clause \_\_\_\_\_, Clause \_\_\_\_\_, peaceably own, hold and enjoy the said Apartment Unit.

**1.3 Covenants of the Purchaser:**

**1.3.1** The Purchaser agrees, undertakes and covenants to:

(a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in Clause \_\_\_\_\_, Clause \_\_\_\_\_;

(b) pay wholly in respect of the said Apartment Unit and proportionately in respect of the Said Property and the Buildings, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and outgoings including, but not limited to Panchayet taxes, service tax, sales tax, GST, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer, ownership and/or maintenance of the said Apartment Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Vendors shall not be liable for the same under any circumstance;

(c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Apartment Unit and ensure that those to the other Units are not adversely affected by any acts or defaults of the Purchaser;

(d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Buildings and/or the transfer, sale or disposal of any other Unit or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors may suffer in this regard;

(e) not raise any objection or make any claim against the Vendors regarding the construction and/or the completion of the Buildings and/or the said Apartment Unit or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed Super Built-up Area of the said Apartment Unit and/or regarding any of the matters/items mentioned in Clause \_\_\_\_\_hereinbefore;

(f) not question the quantum or apportionment of the Common Expenses mentioned in Schedule-D hereto (Common Expenses) or the basis thereof or any other matter;

(g) not object and/or cause any inconvenience, hindrance, objection or disturbance to the user of the Common Areas (mentioned in Schedule-D) by the Vendors / Unit Owners/ tenants/ occupants of other Units;

(h) not claim any right over and/or in respect of the roof of the Buildings other than the Common Roof Area and that too only to the extent and subject to the conditions mentioned in this Deed;

(i) not raise any objection or claim against the Vendors or create any hindrance or obstruction in relation to the rights and entitlements of the Vendors or any of them including under Clauses 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.1.7, 1.1.10, 1.1.11, 1.1.12, 1.1.13, 1.1.14, 1.1.15, 1.1.18 and 1.1.19;

(j) comply with and honour the mutual easements and restrictions mentioned in Schedule-D;

(k) apply for mutation to the concerned Authority within 30 days from the date of grant of Occupancy/Completion Certificate and take all necessary steps and get the said Apartment Unit mutated in his name and/or separately assessed by the concerned Authority at his own costs within 6 (six) months thereafter;

(l) pay all amounts and deposits that are payable by the Purchaser under the Agreement and/or this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement and/or this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;

(m) pay all future betterment/development charges etc. relating to the said Apartment Unit and/or the Said Property; and

(n) compensate any income tax liability that may become payable by the Vendors due to there being any difference between the market valuation of the said Apartment Unit as per the registration authorities and the Agreed Consideration/Total Price paid by the Purchaser by making payment to the Vendors the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof and such payment shall be made by the Purchaser within 15 days of demand by the Vendors and such liability and obligation shall continue even after handing over of possession and/or execution and registration of this Deed of Conveyance.

**1.3.2** The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.

**1.3.3** The Purchaser has entered into the Agreement and is executing this Deed of Conveyance for purchase of the said Apartment Unit with full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Purchaser agrees covenants and undertakes to comply with and carry out from time to time on and from the date of this Deed, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs. The Purchaser declares and confirms that all payments made by him under the Agreement and/or this Deed of Conveyance have been made in accordance with all applicable laws including, if the Purchaser is resident outside India, the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and has filed necessary declarations, documents, permission, approvals, etc. The Purchaser shall be solely liable in the event of any failure or noncompliance and the Vendors shall have no responsibility or liability.

**1.3.4** The Purchaser shall pay the taxes in respect of the said Apartment Unit from the date of grant of the Occupancy/Completion Certificate. Other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Apartment Unit including Maintenance Charges, other impositions, outgoings and expenses etc. shall be paid by the Purchaser with effect from the date of grant of the Occupancy/Completion Certificate provided that electricity charges shall be payable from the date of this Deed as electrical connection may be used for Internal Flat Finishing.

**1.4 Completion of Construction and Possession:**

1.4.1 The Purchaser confirms that the construction of the said Apartment is complete and the same has been inspected by the Purchaser. The Promoter has at the request of the Purchaser granted access to the said Apartment Unit for the limited purpose of Internal Flat Finishing on the terms and conditions recorded herein and not for occupation or use. The Purchaser has obtained access to the said Apartment after inspection and fully satisfying himself in all respects including the Plans sanctioned by the \_\_\_\_\_, the actual construction of the Buildings, the Common Areas and the said Apartment made by the Promoter (including the quality and specifications thereof, the Carpet Area, the Built-Up Area and the Super Built Up Area of the said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Buildings) and confirms that the Promoter have complied with all their obligations including those under the Act and that the Purchaser has no claim of whatsoever nature against the Vendors or any of them on any account whatsoever. Upon the Occupancy/Completion Certificate being issued by the concerned Authority, the Purchaser shall automatically be deemed to be in possession of the said Apartment Unit from that date onwards without any further act, deed or thing being required to be done on the part of the Owners or the Promoter and thereupon the Purchaser shall be entitled to use and occupy the said Apartment Unit for residential



purposes and for no other purpose. The Promoter shall within 15 days from the date of grant of Occupancy/Completion Certificate provide to the Purchaser a copy thereof for such purpose.

**1.4.2** On and from the date of this Deed, the Purchaser is responsible for the internal security of the said Apartment Unit and all articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Vendors shall not have any responsibility or liability whatsoever in this regard.

#### **SCHEDULE – A**

##### **SAID LAND**

**ALL THAT** piece or parcel of undivided proportionate land hereditaments and premises containing by estimation an area of **09(nine) Cottahs 00 (zero) Chittacks 00 (zero) Sq.ft.** be the same a little more or less alongwith all other common service areas, amenities and facilities appended thereto including all easement rights and appurtenances thereof lying and situate at and being **Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road** in Mouza – Kankuri, Dihi – Panchannagram, J.L. No. 28, R.S. Dag No. 213, under Khatian No. 55 and modified Khatian No. 385, thereafter Khatian No. 394, 395, 396 397 and 398, and presently Khatian No. 240, 104, 34, 39, P.S. – Lake Town, previously Dum Dum, under Ward No. 34, South Dum Dum Municipality, Kolkata – 700048, Additional District Sub – Registrar, Bidhannagar, Salt Lake City, District – 24 Parganas (North), is butted and bounded as follows :-

**ON THE NORTH:** By 16’ wide Dakshindari Road;(Sadhana to Canal);

**ON THE SOUTH:** By Calcutta Minerals;

**ON THE EAST:** By 20’ feet wide road;

**ON THE WEST:** By Other Plots( Plot No. 115, 116, 117/3).

#### **SCHEDULE – A - 1**

##### **SAID UNIT / APARTMENT**

**ALL THAT** residential Unit / Apartment being No. ...., on the ..... **floor**, total measuring ..... **square feet super built-up area (and carpet area ..... square feet (..... square metre) more or less)** more or less together with undivided proportionate share of the land underneath the building and with right to use the common area, amenities and facilities more fully mentioned in Schedule–E, of the said project **NIRMALA ORCHID** at Premises no. 95/2/1, Dakshindari Road, being Municipal Holding No. 897/A, Dakshindari Road, P.S. –

Lake Town, Kolkata - 700 048, shown in the Plan A annexed hereto, duly bordered thereon in "RED"

**TOGETHER WITH** ..... car parking space in the .....Floor of the building.

**SCHEDULE 'C'**

**[Agreed Consideration]**

Agreed Consideration for the transfer of the said Apartment / Unit as defined in this Deed.

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

**SCHEDULE 'D'**

**[Common Areas]**

1. Stair cases on all the floors and lift facilities.
2. Stair cases landing on all floors and lift facilities.
3. Main gate of the said building/premises and common passage and lobby on the Ground Floor to Top floor.
4. Water pumps, water Tank, water pipes and overhead tank on the roof, and other common plumbing installation and also pump.
5. Installation of common services Viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in common space, passage, staircase including electric meter fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular flat) and space required thereof, common walls in between the unit being the flat hereunder agreed to be sold, and any other flat beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings of the common areas of the premises.
10. Such other common parts, areas equipment, installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the flat.
11. Electrical wirings, meters (excluding those installed for any particular FLAT).
12. Lift and its accessories.
13. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said 'FLAT'.
  - a. All private ways, curves, side-walls and areas of the said premises.
  - b. Exterior conduits, utility lines, underground storage tanks.
  - c. Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.

- d. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
  - e. All elevations including shafts, shaft walls, machine rooms and facilities.
  - f. All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
  - g. The foundation, corridor, lobbies, stairways Entrance and exists, Path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said 'FLAT', side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said building.
  - h. Utility lines, telephone and electrical systems contained within the said building.
14. The ultimate roof or terrace in the said building will jointly be undivided property among the Vendor and the other owners, inclusive of the Purchasers herein, or other Purchasers of different units, subject to limitation, if any, to their such rights, the purchasers or purchasers being entitled to use and enjoy the said roof and/or terrace with the Vendor, other purchaser or purchasers without causing inconvenience to one another.

**Schedule-E (Purchaser's Covenants) Part-I (Specific Covenants)**

1. The Purchaser agrees undertakes and covenants to:
  - a) comply with and observe the rules, regulations and bye-laws framed by the Vendors/Maintenance Agency/Association from time to time;
  - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Apartment or any part thereof for causing necessary repairs and maintenance or to set right any defect for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;
  - c) deposit the amounts for various purposes as required by the Promoter and/or the Maintenance Agency;
  - d) use and occupy the said Apartment only for the purpose of residence and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Buildings and/or the Said Property or on any portion thereof;
  - e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
  - f) keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings and/or in the Said Property in good and substantial repair and condition so as to support

shelter and protect and keep habitable the other Units and parts of the Buildings;

g) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Buildings;

h) maintain and/or remain responsible for the structural stability of the said Apartment and not to do anything which has the effect of affecting the structural stability of the Buildings and in case of any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. .... per square feet of the super built up area of the said Apartment Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Promoter;

i) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Apartment of men, materials and utilities;

j) sign and deliver to the Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Apartment from the CESC Limited in the name of the Purchaser and until the same be obtained, the Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Apartment and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Apartment;

k) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Buildings, the Said Property and outside walls of the Buildings save in the manner indicated by the Promoter/Maintenance Agency (upon 33 formation);

l) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Said Property proportionately and the said Apartment Unit wholly and the same shall initially be payable to the Maintenance Agency;

m) pay such and all other rates, taxes, levies, duties, charges, impositions,

outgoings and expenses in respect of the Buildings and the Said Property proportionately and the said Apartment Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Apartment Unit until the same is assessed separately by the concerned Authority;

- n) pay for other utilities consumed in or relating to the said Apartment Unit;
- o) allow the other Unit Owners the right to easements and/or quasi-easements;
- p) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, such Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- q) make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Promoter, the Maintenance Agency and/or Association in terms of the Agreement and/or this Deed as also to pay all other taxes payable by the Purchaser in terms of the Agreement and/or this Deed; and
- r) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. the Purchaser has agreed and covenanted:

- a) not to damage, demolish or cause to be damaged or demolished the said Apartment or any part thereof;
- b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- c) not to put any nameplate or letter box or neon-sign or board or publicity material or advertisement material on the face façade of the Buildings or anywhere on the exterior of the Project or the Buildings or in the Common Areas or on the outside wall of the Buildings save at the place as be approved or provided by the Promoter Provided However That nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the 34 main door of the said Apartment.
- d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Apartment or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Apartment or the Buildings under any circumstance;
- e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Buildings or the

Said Property or may cause any increase in the premium payable in respect thereof;

f) not to make or permit or play any disturbing noises or loud sounds or music in the Said Property or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other occupiers of the Buildings and/or disturb them;

g) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;

h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;

i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;

j) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter in writing or in the manner as near as may be in which it was previously decorated and also not to alter or permit any alteration in the outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Apartment Unit which in the opinion of the Maintenance Agency differ from the colour Scheme of the Buildings or deviation or which in the opinion of the Maintenance Agency may affect the elevation in respect of the exterior walls of the Buildings and/or the Said Property;

k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and the Said Property and to deposit the same in such place only in the Said Property and at such time and in such manner as the Maintenance Agency may direct;

l) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or installations of the 35 Buildings;

m) not to store in the said Apartment Unit or any part of the Said Property any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Said Property or any part thereof and/or the Said Property and/or any neighbouring property to any risk of fire or any accident;

n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Buildings;

o) not to claim any right over and/or in respect of any terrace or roof (other than the right of common use in respect of the Common Roof Area only) of the Buildings or any open land at the Said Property or in any other open or covered areas of the Buildings and the Said Property reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Promoter thereat or on any part thereof;

p) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to such construction being made by the Promoter from time to time even after the Date of Possession;

q) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Buildings and/or the Apartments therein and/or the Commercial Spaces by the Promoter at any time, whether before or after grant of access to the said Apartment Unit for the purpose of Internal Flat Finishing and/or the Date of Possession and/or delivery of possession of the said Apartment Unit to the Purchaser, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Apartment Unit by the Purchaser and to be responsible and liable for all losses and damages which the Promoter may suffer in this regard due to any default by the Purchaser;

r) not to object, obstruct or create any hindrance to the Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;

s) not to object, obstruct or create any hindrance to the use of the Common Areas particularly those mentioned in Part-III of Schedule C by the owners and occupiers of all Apartment Units and/or Commercial Units and/or other spaces 36 of the Project as also the Additional/Further Constructions;

t) not to shift or obstruct any windows or lights in the said Apartment or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Apartment without the prior consent in writing of the Promoter and/or the Association;

u) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment;

- v) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- w) not hang or cause to be hung clothes from the balconies of the Said Apartment;
- x) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser, if any, mentioned in Part II of Schedule G;
- y) not to sell, transfer, let out or part with possession of the said Car Parking Space, if so agreed to be acquired by the Purchaser hereunder, independent of the said Apartment and to use the same only for the purpose of parking of a motor car;
- z) not to use the said Apartment Unit for any purpose save and except for residential purpose and not to use the said Apartment Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery, boarding house, lodge, business centre, etc or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings;
- aa) not to do any addition, alteration, structural changes, construction or demolition in the said Apartment Unit without prior written permission from the \_\_\_\_\_ and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of the Agreement and/or this Deed;
- bb) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- cc) not to make any claim of any nature whatsoever in respect of the Said Property 37 other than the said Apartment Unit hereby transferred and the common enjoyment of the Common Areas;
- dd) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings and shall not project anything out of any window of the Said Property;
- ee) not to keep or harbour any bird or animal in the Common Areas of the Said Property;
- ff) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Buildings and/or the Said Property;



gg) not to install any air-conditioner except at the spaces that may be specified by the Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Promoter or the Association and under no circumstances to install any window type airconditioner;

hh) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Buildings and the Said Property not forming part of the Common Areas;

ii) not to install any external wires or cables that may be visible outside the said Apartment;

jj) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;

kk) not to install any false ceiling in the said Apartment without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;

ll) not to subdivide the said Apartment Unit and/or the said Car Parking Space, if allotted, or any portion thereof;

mm) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of Exclusive Open Terraces in the Buildings and the Said Property save and except the said Exclusive Open Terrace, if any, mentioned in Schedule G;

nn) not to carry on or permit to be carried on at the said Apartment Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or 38 inconvenience to the other Unit Owners/occupiers of the Said Property and/or the neighbourhood;

oo) not to use the said Apartment Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws or any other laws;

pp) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Units;

qq) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and/or this Deed of Conveyance;

rr) not to change the Project name and its logo under any circumstances whatsoever;

ss) not to claim any right, title, interest, or entitlement whatsoever in the Exclusive Private Roof Area; if any and

tt) not to interfere in any manner with the Exclusive Private Roof Area Rights of the Vendors (along with their guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause \_\_\_\_\_, ; if any

3. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Said Property or concerning the development, construction, or completion of the Said Property including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Apartment Unit or Commercial Unit of the Said Property or any portion thereof by the Vendors.

4. The Purchaser agrees undertakes and covenants not to question at any time whatsoever on any basis or account whatsoever mutually agreed computation of the Super Built-up Area of the said Apartment mentioned in the Schedule-A- 1 hereto and not to claim or demand details or calculations of the aforesaid fixed percentage under any circumstances whatsoever.

5. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Promoter for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.

6. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the Maintenance Charges in respect of the said Apartment Unit as also other costs, expenses and outgoings in respect of the said Apartment Unit with effect from the date of grant of the Occupancy/Completion Certificate provided that electricity charges shall be payable from the date of this Deed as electrical connection may be used for Internal Flat Finishing. The Purchaser shall be liable to pay the \_\_\_\_\_ taxes and other taxes from the date of grant of the Occupancy/Completion Certificate.

7. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Goods and Services Tax payable in respect of the Agreed Consideration mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if

the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Vendors fully regarding the above.

8. The Project and the Buildings constructed at the Said Property have been named as "Jade" and the same shall always be known by the said name. The Purchaser and/or the Unit Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Buildings' name that has been installed at the Said Property.

9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Apartment Unit subject to the following conditions:

a. The said Apartment Unit shall be one single indivisible unit/lot for all purposes and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Apartment Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

b. The transfer of the said Apartment Unit by the Purchaser shall not be in any manner inconsistent with the Agreement and/or this Deed of Conveyance and the covenants contained in the Agreement and/or herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of the Agreement and/or this Deed of Conveyance.

c. All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, \_\_\_\_\_ taxes and other taxes etc. relating to the said Apartment Unit payable to the Vendors, the Maintenance Agency, the Association and the \_\_\_\_\_ and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.

10. The Purchaser shall not claim any partition of the Said Property comprised in the Said Property.

11. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the Said Property or any portion thereof nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.

12. The Purchaser shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims,

demands, costs, charges, expenses and proceedings occasioned relating to the Said Property or any part of the Buildings or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Purchaser and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or nonobservance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

13. In case of there being a failure, refusal, neglect, breach, violation, noncompliance or default on the part of the Purchaser to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under the Agreement or this Deed of Conveyance or otherwise under law, then the Vendors and/or the Association shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Vendors and/or the Association within the above time, then the Purchaser shall be liable to pay compensation and/or damages that may be quantified by the Vendors and/or the Association in addition to the Purchaser being compelled to rectify, remedy, make good or set right the same as also withholding use of the Common Areas by the Purchaser.

14. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the transfer, sale or disposal of any Unit or portion of the Buildings, then in that event the Purchaser shall be liable to pay to the Vendors compensation and/or damages that may be claimed by the Vendors.

15. Besides the aforesaid rights, the Vendors shall also be entitled to enforce any other right to which the Vendors may be entitled to in law by reason of any default or breach on the part of the Purchaser.

16. It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of this Deed, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided However that the Promoter shall not be liable under any circumstances if any additions,

alterations and/or modifications etc. have been made in the Buildings, Common Areas and/or any of the Units by the Unit Owners including the Purchaser herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by the Architects that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Unit Owners and/or occupants of the Buildings. The decision of the Architects shall be final and binding on the parties.

17. The Owner shall compensate the Purchaser in case of any loss caused to him due to defective title of the Said Property that is known to the Owners but has not been disclosed to the Purchaser or which the Purchaser could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Owners be liable for any defective title not created by the Owners and/or any defect that existed prior to the purchase of the land by the Owners and/or its predecessors-in-interest. The Promoter shall not have any liability regarding the title since the same is the responsibility, obligation and liability solely of the Owners.

18. The Promoter/Maintenance Agency/Association of Unit Owners shall have rights of unrestricted access to all Common Areas mentioned in Schedule C as also the garages/covered parking and Car Parking Spaces for providing necessary maintenance and repair services and the Purchaser hereby consents to the same.

19. In case there are joint Purchasers, all communications shall be sent by the Vendors to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Purchasers.

20. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of the Agreement as also this Deed of Conveyance. Waiver or limitation of any right or interest and/or any consent given by any party in the GTC, Agreement and/or this Deed of Conveyance and/or any part hereof and/or in any document hereafter, shall be valid and binding.

21. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the

agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendors are liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax , Goods & Services Tax or any other statutory tax, duty or levy in respect of the Agreement or this Deed of Conveyance or the transfer of the said Apartment contemplated hereby, the Purchaser shall be liable to and agrees to make payment of the same even after execution and registration of this Deed of Conveyance.

22. All rights and obligations of the Promoter and the Owners inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations.

**Part - II**  
**(Maintenance)**

1. The Said Property, the Buildings and the Common Areas shall be managed and maintained by the Maintenance Agency. The Maintenance Agency shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Purchaser as agreed with the Promoter.

2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (Rules) and shall diligently observe, perform and comply with the same.

3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for Common Purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.

4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Buildings and the Said Property, which are not separately charged or assessed or levied on the Unit Owners.

5. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same

rate prescribed in the Rules for delayed payments, for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be, and there shall be restriction on sale, transfer, lease or tenancy of the said Apartment Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause ... below.

6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to this Deed or otherwise shall be Proportionate.

7. The Maintenance Charges payable by the Purchaser with effect from the date of grant of the Occupancy/Completion Certificate, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Promoter from time to time subject to a minimum of Rs. ..../- per square feet of super built-up area per month for the said Apartment together with applicable Goods and Services Tax. The Maintenance Agency/Association shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.

8. The Purchaser also admits and accepts that the Maintenance Agency/Association shall also be entitled to withdraw, withhold, disconnect or stop all or any services, facilities and utilities to the Purchaser and/or the said Apartment Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, \_\_\_\_\_ taxes, Common Expenses and/or other payments by the Purchaser after giving 15 days notice in writing.

9. The Purchaser shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the Said Property and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.

10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Promoter until the Association is formed and starts functioning effectively and till that time the Promoter shall maintain the Buildings and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Sinking Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for \_\_\_\_\_ taxes.

**Part – III**  
**(Association)**

1. The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Said Property. The maintenance of the Buildings shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over, the Association shall be responsible for the maintenance of the Buildings and the Said Property and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Said Property to the Association, the Promoter shall transfer and make over the Deposits to the Association after adjusting its dues, if any.
2. All the Unit Owners including the Unit Owners of the Commercial Units as also the Purchaser herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye-laws as be framed and/or made applicable by the Promoter.
3. All papers and documents relating to the formation of the Association shall be prepared and finalised by the Promoter and the Purchaser hereby consents to accept and sign the same.
4. The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
5. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
6. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit Owners of the Buildings including the Purchaser herein.
7. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Said Property.



8. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Vendors in favour of the Unit Owners.

9. The certified copies of title deeds relating exclusively to the Said Property along with related documents shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Buildings to the Association.

10. After the maintenance of the Buildings is made over to the Association, the Association may either manage the maintenance of the Buildings on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Vendors in favour of the Unit Owners.

11. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/Purposes.

12. The Maintenance Charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate Common Expenses and/or Maintenance Charges.

13. From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Buildings and the Said Property and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Said Property and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses.

14. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their respective directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

**Part - IV**  
**(Common Expenses)**

1. 1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common area, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the lift, the landing, the gutters, rainwater pipes, motor, pumps, water, gas pipe, electric wirings, installation, sewers, drains, and all other common parts, fixtures, fittings and equipments, in under or upon the building enjoyed or used in common by the Purchasers, co-purchasers, or other occupiers thereof.
2. The cost of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. Cost and charges of the establishment reasonably required for the maintenance of the building and for watchman and ward duly and other incidents costs.
4. The cost of decorating the exterior of the building.
5. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and suppliers of common utilities.
6. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, civil commotion, etc.
7. Municipal taxes, MULTI Storied building tax, if any, and other similar taxes and possession of the land and the building.
8. Such other expenses as are necessary or incidental expenses for maintenance, up-keep and security of the building and Govt. duties, as may be determined by the flat/unit owner's Association, as shall be formed by the flat/unit-owners, inclusive the Vendor as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownership Act, and bye Laws, as amended being obligatory on their part in the fullest legal sense of the term.

The share of the Purchaser or Purchasers in such common expenses shall generally be proportionate in accordance with the liability of the flat here under agreed to be sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered there under

**Part – V**

**(Mutation, taxes and impositions)**

1. The Purchaser shall apply for within 60 days from the date of grant of Occupancy/Completion Certificate and obtain within six months thereafter, mutation, separation and/or apportionment of the said Apartment Unit in his own name without in any way making or keeping the Vendors liable and/or responsible in this regard on any account whatsoever. The Vendors shall cooperate with the Purchaser in this regard and shall sign necessary papers including no objection, consent etc., if and when required in the manner agreed upon.
2. In case of default, the Vendors or the Maintenance Agency, as the case may be, will be entitled to get the said Apartment Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of ..... per cent per month.
3. Until such time as the said Apartment Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Said Property and/or the Buildings (Impositions) shall be proportionately borne by the Purchaser.
4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Apartment Unit would accrue with effect from the date of grant of the Occupancy/Completion Certificate.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

**SCHEDULE 'F'**

**(SPECIFICATIONS)**

1. BUILDING IN GENERAL : R.C.C. from structured building with good quality and proper R.C.C. foundation as per the design of Architect/Engineer.
2. OUTSIDE/PARTITION WALLS : Outside walls will be 8" and 5" and partition walls will be 5"/4" the standard quality brick in proper sand cement mortar.
3. WALL AND CEILING : Inside the walls and ceiling will be plastered with sand cement mortar and putty OR gypson finish with proper proportion and finished.
4. FLOORING : Entire floor of Bed rooms, Living-cum-dining, Kitchen, Toilets and Verandah with skirting will be Vitrified tiles finished (2x2).
5. KITCHEN : Black stone with granite finish on the top of the platform and glazed tiles upto 2'6" feet height from kitchen platform, one steel sink will be provided in kitchen.
6. DOORS & WINDOWS : All door shutters will be flush door and door frames in good quality complete and doors fitted with locking arrangement and the Aluminum sliding window and 3mm glass panels provided for all windows.
7. TOILETS : Bathroom with Western commode , showers and top tap, one wash basin and hot and cold water arrangement will be provided, in **each of** the toilets will be fitted with tiles upto six feet height from floor level. All C.P fitting of reputed brand like (essco of jaguar or hindware or any other equivalent brand).
8. WATER SUPPLY : Twenty four hours water supply through Deep Tubewell in two toilets & and additional municipal water in kitchen.
9. ELECTRIFICATION : Full concealed wiring with copper conduit of (Havells, legrand or any other equivalent brand). Modular switches.
  - a. Bed Room – Two light points, One fan point, one 5Amp plug point. One A.C. point.
  - b. Living & Dining – three light points, Two fan points, Two 5Amp socket, provision for T.V. point, without cable or wiring.
  - c. Kitchen – one light Point, One exhaust fan point and one 5Amp plug point.
  - d. Toilet – One light point, One exhaust fan point and one geyser point.
  - e. Verandah/Balcony – One light point, One 5Amp plug point.
  - f. Calling Bell – One calling bell point at the main entrance of each flat.(All switches and wires of brand)
10. All stairs and landings of the stairs will be finished with tiles and common areas walls and ceilings will be finished by plaster of paris. One way light to staircase.
11. SWERAGE – All sewerage lines will be connected to the septic tank through underground pipe line, surface, drainage system will be provided if required connecting to the said drain.
12. WATER LINE/PLUMBING – Concealed G.I./P.V.C. pipe lines in Toilets and Kitchen, CP pillar cocks and bib cocks, Brass stop cock, outside water lines exposes PVC pipe. CI coil lines, PVC rain water lines, white porcelain, one wash basin in each Flat PVC cistern.
13. **ONE** Loft will be provided in each Flat.
14. Roof – cast with roof tiles.
15. Lift facilities all the floors.
16. Outside walls of the building marching color (Weather coat paint).

**IN WITNESS WHEREOF** the parties hereto above named set and subscribed their respective hands and seals the day month and year first above written.

SIGNED, SEALED AND DELIVERED BY  
THE VENDOR, THE PURCHASER  
AND THE PROMOTER AT KOLKATA  
IN THE PRESENCE OF :

1.

As constituted attorney on behalf of  
**MR. TAPAN DEY**  
**MRS. MOLI DEY SARKAR alias KAMALA DEY**  
**SARKAR**  
**MRS. USHA DEY**  
**MR. SWAPAN KUMAR GUHA THAKURATA**  
**MR. SUSOVAN GUHA THAKURATA**

---

**MR. TAPAN DEY**  
**MRS. MOLI DEY SARKAR alias KAMALA DEY**  
**SARKAR**  
**MRS. USHA DEY**  
**MR. SWAPAN KUMAR GUHA THAKURATA**  
**MR. SUSOVAN GUHA THAKURATA**

..... VENDOR/FIRST PART

2..

---

....PURCHASER/SECOND PART

1.

---

MR. AAYUSH TEKRIWAL  
ONE OF THE PARTNER OF  
“M/S NIRMALA DEVELOPERS”  
..DEVELOPER/CONFIRMING  
PARTY/THIRD PART

2.

**Drafted by me as per the instructions of the parties hereto:**

**Advocate**

**RECEIPT**

**RECEIVED** of and from the within named Allottee / Purchaser the within mentioned sum of Rs...../- (Rupees ..... Only) only as earnest money under this Agreement for Sale as per Memo of Consideration given hereunder :-

**MEMO OF CONSIDERATION**

<b>SL.NO</b>	<b>DATE</b>	<b>CASH /CHEQUE NO.</b>	<b>BANK'S NAME</b>	<b>AMOUNT (Rs)</b>
1.				
2.				
			TDS	
<b>Rupees</b> .....				
<b>Only</b>				<b>/-</b>

**WITNESSES :**

1.

\_\_\_\_\_  
**SIGNATURE OF PROMOTER**

2.

\_\_\_\_\_