

**THIS DEED OF CONVEYANCE** made this \_\_\_\_\_ day of \_\_\_\_\_, **TWO THOUSAND AND TWENTY FIVE BETWEEN 1) KHAITAN CONSTRUCTION LLP (LLPIN AAC-9285) (INCOME TAX PAN AAOFK7355G)**, a Limited Liability Partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at No. 10A, Rawdon Street, Rawdon Enclave, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **2) SRI ROHIT KHAITAN (INCOME TAX PAN BGLPK9094A)**, son of Sri Rajendra Khaitan, by occupation business, **3) SRI AYUSH KHAITAN, (INCOME TAX PAN BWNPK9966M)**, son of Sri Rajendra Khaitan, by occupation business, **4) SRI ANSHUL KHAITAN, (INCOME TAX PAN DQKPK3956G)**, son of Sri Rajkumar Khaitan, by occupation business, **5) SMT. ANITA KHAITAN, (INCOME TAX PAN AFQPK8489Q)**, wife of Sri Rajkumar Khaitan, by occupation housewife, **6) SMT. RADHA KHAITAN,**

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(**INCOME TAX PAN AFZPK7779Q**), wife of Sri Rajendra Khaitan, by occupation housewife, **7) SMT. PRITI KHAITAN, (INCOME TAX PAN AEUPK7283B)**, wife of Sri Ravindra Khaitan, by occupation housewife, **8) SMT. SANDHYA KHAITAN, (INCOME TAX PAN AJUPS9094D)**, wife of Sri Jitendra Khaitan, by occupation housewife, all by caste Hindu and all at present residing at 'Silver Spring' No. 5, J. B. S. Halden Avenue, Post Office Dhapa, Police Station Tiljala now Pragati Maidan, Kolkata – 700 105, **9) COMPASS TRADELINK PRIVATE LIMITED, (INCOME TAX PAN AADCC8383N)**, a private limited company having its registered office at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **10) MICROGRAPH VINIMAY PRIVATE LIMITED, (INCOME TAX PAN AAGCM3163P)**, a private limited company having its registered office at Rawdon Enclave, 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **11) NIGHTANGLE TRADERS PRIVATE LIMITED, (INCOME TAX PAN AADCN1632P)**, a private limited company having its registered office at Express Tower, 4th Floor, 42A, Shakespeare Sarani, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **12) PIONEER NIWAS PRIVATE LIMITED, (INCOME TAX PAN AADCP9836F)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **13) BANGABHUMI CONSTRUCTIONS PRIVATE LIMITED, (INCOME TAX PAN AACCB3587G)**, a private limited company having its registered office at 'Rawdon Enclave', No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **14) BANGABHUMI REAL ESTATE PRIVATE LIMITED, (INCOME TAX PAN AADCB6698R)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **15) GREENTOWN RETAILS PRIVATE LIMITED, (INCOME TAX PAN AADCG9185A)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017 and **16) BOLERO COMMERCIAL PRIVATE LIMITED, (INCOME TAX PAN AAECBO562H)**, a private limited company having its registered office at Rawdon Enclave, No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **All** represented by their Constituted Attorney, **KHAITAN CONSTRUCTION LLP**, represented by its **Authorized Signatory, SRI \_\_\_\_\_ (INCOME TAX PAN \_\_\_\_\_), (AADHAAR NO. \_\_\_\_\_)**, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation business and at present working for gain at No. 10A Rawdon Street, Rawdon Enclave, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, appointed vide Development Power of Attorney dated \_\_\_\_, and registered in the office of the \_\_\_\_ in Book No. \_\_, Volume No. \_\_, Pages \_\_ to \_\_, Being No. \_\_ for the year 20\_\_, hereinafter collectively referred to as the '**VENDORS/OWNERS**', (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**;

**AND**

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**KHAITAN CONSTRUCTION LLP, (LLPIN AAC-9285) (INCOME TAX PAN AAOFK7355G)**, a Limited Liability Partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at No. 10A, Rawdon Street, Rawdon Enclave, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its **Authorized Signatory, SRI \_\_\_\_\_ (INCOME TAX PAN \_\_\_\_\_), (AADHAAR NO. \_\_\_\_\_)**, son of Sri \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation business and at present working for gain at No. 10A Rawdon Street, Rawdon Enclave, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, hereinafter referred to as the **'PROMOTER'**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its partners for the time being and their respective legal heirs, executors, successors, administrators, legal and personal representatives and assigns) of the **SECOND PART;**

**AND**

\_\_\_\_\_, son of \_\_\_\_\_ **(INCOME TAX PAN \_\_\_\_\_)**, by faith Hindu, by nationality Indian, by occupation \_\_\_\_\_ and at present residing at \_\_\_\_\_, hereinafter referred to as the **'ALLOTTEE/PURCHASER'** of the **THIRD PART.**

The Vendors/Owners, Promoter and the Allottee/Purchaser shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

**WHEREAS:**

**A.** In these presents unless there be something repugnant or contrary to the subject or context, or otherwise agreed upon, the following terms or expressions shall have the meaning assigned to them.

- i) ACT** shall mean the Real Estate (Regulation and Development) Act, 2016.
- ii) RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) REGULATIONS** shall mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016.
- iv) SECTION** shall mean a Section of the Act.
- v) SAID PREMISES** shall mean the land for the time being containing an area of **All That** the piece or parcel of land containing an area of **20 Decimals/ Sataks** more or less situate lying at and comprised in R.S. Dag Nos. 447 (10 Decimals), 449 (8 Decimals) and 465 (2 Decimals), corresponding to L.R. Dag Nos. 456, 457 and 455, recorded in L.R. Khatian Nos. 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363 and 1367, all in Mouza – Dhamaitala, J.L. No. 75, Police Station and Additional District Sub-Registrar – Sonarpur, South 24-Parganas and all comprised in Holding No. 537, School Road, Jagaddal, Kolkata – 700 151 in Ward No. 25, Rajpur Sonarpur Municipality in the

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District of South 24-Parganas, as more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written. It is agreed and clarified that in case the Promoter acquires development rights to any more adjoining lands, then the said Premises will include the same as well, to which the Allottee/Unit-Holder hereby consents.

- vi) **PROJECT/BUILDING/S AND/OR NEW BUILDING/S AND/OR HOUSING COMPLEX** shall mean the New Residential Building/ project named “**PRUDENT VILLA**” constructed by the Promoter at the said Premises and for the time being consisting of **1 (One)** Building / Tower of ground plus 4 (Four) floors each at the said Premises (hereinafter referred to as the “**BUILDING**”), containing several independent and self-contained flats, dwelling houses, parking spaces and other constructed areas. It is agreed and clarified that in case the Promoter acquires development rights to any more adjoining lands, then the said Premises will include the same as well, to which the Allottee/Unit-Holder hereby consents.
- vii) **ALLOTTEES/ UNIT-HOLDERS** according to the context shall mean the all the persons who for the time being have purchased or agreed to purchase from the Promoter any Unit in the Project and have taken possession of their respective units.
- viii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises expressed or intended by the Promoter for the common use and enjoyment by the occupants of the Project such as paths, passages, driveways, staircases of the Building along with their full and half landings with respective stair covers on the ultimate roofs, entrance and exit gates of the said Premises, entrance cum Reception in the ground floor of the Building, lifts along with lift shafts and the lobby in front of them and lift machine rooms, water supply system, water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Project and shall include the Facilities as mentioned and specified in PART-I of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises.
- It is clarified that** the Common Areas and Installations shall not include the parking spaces, and other open and covered spaces at the Premises and/or the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter shall be entitled to deal with and/or dispose of the same in their absolute discretion, to which the Allottee hereby consents.
- ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** to these presents) to be contributed and shared by the Allottees.
- x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders/Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use

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and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- xi) UNITS** shall mean the independent and self-contained Flats/ Apartments/ Units, saleable spaces and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said Premises **And** wherever the context so permits or intends shall include the servant's quarter / store room and/or Parking Space/s and/or exclusive right to use of roof/s / terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Flats/ Apartments/ Units and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.
- xii) COVERED CAR PARKING SPACES** shall mean parking spaces having a roof in the ground level of the premises in portions or underneath the Building at the ground level of the premises as specifically identified in the sanctioned plan as expressed or intended by the Promoter at their sole discretion for parking of small motor cars and other vehicles. It is also clarified that in case any parking be a stack car parking, then Allottees of both the stack parkings shall allow each other to park his/her/its motor car and for that shall do all acts as be necessary (including to remove/shift his/her motor car from time to time as may be required).
- xiii) CARPET AREA** according to the context shall mean the net usable floor area of any Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.
- xiv) BUILT-UP AREA** according to the context shall mean and include the plinth area of any Unit in the Building (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
- xv) PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the following:
- a)** insofar as the Allottee's proportionate undivided indivisible impartible variable share in the land underneath the Building in which the Allottee's Unit is situated is concerned, the same shall be in the proportion in which the built up area of the Allottee's Unit may bear to the built up area of all the Units in the Building in which the Allottee's Unit is situated; and
- b)** insofar as the Allottee's share in the Common Expenses is concerned, the same shall be in the proportion in which the built up area of the Allottee's Unit may bear to the built up area of all the Units in the Housing Complex/ Project.
- PROVIDED THAT** where it refers to the share of the Allottee or any other Allottee in the rates and/or taxes amongst the Common Expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e., in case the basis of any levy be on area rental income consideration or user, then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
- xvi) SAID UNIT** shall mean the Residential Flat/ Unit No. \_\_\_ on the \_\_\_ Floor of the Building to be constructed at the said premises more fully and particularly

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mentioned and described in the **SECOND SCHEDULE** hereabove written with specifications to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** to these presents **and wherever the context so permits** shall include the servant's quarter / store room if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include \_\_\_ covered car parking space for one or more motorcar/s in or in the portion of the covered car parking space, if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the Allottee's proportionate undivided indivisible impartible variable share in the Common Areas and Installations **and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Unit if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Unit if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE**.

- xvii) MAINTENANCE COMPANY/ ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 2013, or any Association or any Syndicate Committee or Registered Association of Apartment Owners under the West Bengal Apartment Ownership Act, 1972, or Registered Society or any other Association of Persons of the Allottees, that may be formed or appointed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xviii) MAINTENANCE IN-CHARGE** shall mean a Company, Association of Allottees/Purchasers, Ad hoc Committee, or any Syndicate, or Registered Society that may be formed by the Promoter upon completion of the Housing Complex for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Promoter in its absolute discretion.
- xix) DEEMED DATE OF POSSESSION /DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of the clause 7 herein before or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.
- xx) ARCHITECTS** shall mean M/s. INNATE of 26/2 Ballygunge Circular Road, 3<sup>rd</sup> Floor, Kolkata – 700 019 or such other Architects as may be appointed by the Promoter from time to time for the Units.
- xxi) ADVOCATES** shall mean Mayank Kakrania, 10 Old Post Office Street, Right Wing, 1<sup>st</sup> Floor, Room No. 34A, Kolkata – 700 001 appointed for the said Project at the said Premises.
- xxii) PLAN** shall mean the plan for the time being sanctioned by the Rajpur Sonarpur Municipality vide Building Permit No. **SWS-OBPAS/2207/2025/2791** dated **28.11.2025**, for construction of the Units/ Apartments at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case

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additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents.

**xxiii)** Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

**xxiv)** Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly, words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

**xxv)** The expression **ALLOTTEE** shall be deemed to mean and include:

- (a)** In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
- (b)** In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
- (c)** In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d)** In case the Allottee be a company, then its successors or successors-in-office;

**xxvii) DEVELOPMENT AGREEMENT** shall mean the agreement for development being Development Agreement dated \_\_\_\_\_, and registered in the office of the \_\_\_\_\_, in Book - I, Volume number \_\_\_\_\_, Page from \_\_\_\_\_ to \_\_\_\_\_, being No. \_\_\_\_\_ for the year 202\_\_.

**B.** By and under a Bengali Deed of Conveyance (Bikroy Kobala) dated 7th April, 1967, made and executed by and between Sri Pran Ballabh Saha, therein referred to as the vendor and Sri Gopal Chandra Mondal, Sri Balai Chandra Mondal, Sri Bhola Mondal and Sri Umesh Chandra Mondal, therein collectively referred to as the purchasers, and registered in the office of the Additional District Sub Registrar, Baruipur, in Book No. I, Volume No. 7, Pages 196 to 200, being Deed No. 457, for the year 1967, the said Sri Pran Ballabh Saha, at or for the consideration mentioned therein, granted, sold, transferred, conveyed, released, assigned and assured unto and in favour of the said Sri Gopal Chandra Mondal and three others, inter alia, ALL THAT the piece or parcel of land containing by measurement an area of 10 (ten) decimals, be the same a little more or less, the nature of land being sali, comprised in and being the divided and demarcated part or portion of R. S. Dag No. 447, R. S. Khatian No. 7, Mouza Dhamaitolla, J.L. No. 75, Revenue Survey No. 236, Touzi Nos. 3, 4, 5, Pargana Magura, Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, within Rajpur Sonarpur Municipality, District South 24 Parganas, absolutely and forever, free from all encumbrances, whatsoever.

**C.** By and under a further Bengali Deed of Conveyance (Bikroy Kobala) dated 8th February, 2008, made and executed by and between the said Sri Gopal Chandra Mondal, Sri Balai Chandra Mondal, Sri Bhola Mondal alias Bhelo Mondal and Sri Umesh Chandra Mondal, therein collectively referred to as the vendors and Smt. Tanushree Basu, therein

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referred to as the purchaser, and registered in the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas, in Book - I, CD Volume number 9, Page from 4442 to 4454, being Deed No. 03131, for the year 2009, (hereinafter referred to as the "SAID FIRST DEED OF CONVEYANCE"), the said Sri Gopal Chandra Mondal, Sri Balai Chandra Mondal, Sri Bhola Mondal alias Bhelo Mondal and Sri Umesh Chandra Mondal, at or for the consideration mentioned therein, jointly and collectively granted, sold, transferred, conveyed, released, assigned and assured unto and in favour of the said Smt. Tanushree Basu and the said Smt. Tanushree Basu became the sole and absolute lawful owner, inter alia, of ALL THAT the piece or parcel of land containing by measurement an area of 10.0 (ten) decimals, be the same a little more or less, the nature of land being sali, comprised in and being the divided and demarcated part or portion of R. S. Dag No. 447, R. S. Khatian No. 7, Mouza Dhamaitolla, J. L. No. 75, Revenue Survey No. 236, Touzi No. 3-5, Pargana Magura, Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, within Rajpur Sonarpur Municipality, District South 24 Parganas, absolutely and forever, free from all encumbrances, charges, liens, lispens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, leases, tenancies, licenses, liabilities, prohibitions, restrictions, acquisitions, requisitions and alignments, etc., whatsoever or howsoever, without any interference, disturbance and obstruction whatsoever, from any person whomsoever and corner and manner whatsoever.

**D.** By and under a Bengali Deed of Conveyance (Bikroy Kobala) dated 22nd August, 1967, made and executed by and between the said Sri Pran Ballabh Saha, therein referred to as the vendor and Sri Jitendra Nath Mondal, therein referred to as the purchaser, and registered in the office of the Additional District Sub Registrar, Baruipur, in Book No. I, Volume No. 111, Pages 290 to 292, being Deed No. 8441, for the year 1967, the said Sri Pran Ballabh Saha, at or for the consideration mentioned therein, granted, sold, transferred, conveyed, released, assigned and assured unto and in favour of the said Sri Jitendra Nath Mondal ALL THAT the piece or parcel of land containing by measurement an area of 16.0 (sixteen) decimals, be the same a little more or less, the nature of land being sali, comprised in and being the divided and demarcated part or portion of R. S. Dag No. 449, R. S. Khatian No. 9, Mouza Dhamaitolla, J. L. No. 75, Revenue Survey No. 136, Touzi No. 3-5, Pargana Magura, Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, within Rajpur Sonarpur Municipality, District South 24 Parganas, absolutely and forever, free from all encumbrances, whatsoever.

**E.** By and under a Bengali Deed of Gift (Danpatra Dalil) dated 9th February, 1990, made and executed by and between Sri Jitendra Nath Mondal, therein referred to as the donor and Sri Gopal Mondal, Sri Balai Mondal and Sri Bhola Mondal, therein collectively referred to as the donees, and registered in the office of the Additional District Sub Registrar, Sonarpur, 24 Parganas (South), in Book No. I, Volume No. 14, Pages 293 to 296, being Deed No. 750, for the year 1990, (hereinafter referred to as the "SAID DEED OF GIFT"), the said Sri Jitendra Nath Mondal, the donor therein, in consideration of and out of his natural love and affection for the said Sri Gopal Mondal, Sri Balai Mondal and Sri Bhola Mondal, the donees therein, being the sons of the said Sri Jitendra Nath Mondal, granted, gifted, transferred, released, assigned and assured unto and in favour of the said Sri Gopal Mondal, Sri Balai Mondal and Sri Bhola Mondal, and the said Sri Gopal

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Mondal, Sri Balai Mondal and Sri Bhola Mondal became jointly, collectively equally the absolute lawful owners, inter alia, of ALL THAT the piece or parcel of land containing by measurement an area of 16.0 (sixteen) decimals, be the same a little more or less, the nature of land being sali, comprised in and being the divided and demarcated part or portion of R. S. Dag No. 449, R.S. Khatian No. 9, Mouza Dhamaitolla, J. L. No. 75, Revenue Survey No. 136, Touzi No. 3-5, Pargana Magura, Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, within Rajpur Sonarpur Municipality, District South 24 Parganas, absolutely and forever, free from all encumbrances, whatsoever.

**F.** By and under a further Bengali Deed of Conveyance (Bikroy Kobala) dated 8th February, 2008, made and executed by and between the said Sri Gopal Chandra Mondal, Sri Balai Chandra Mondal, Sri Bhola Mondal alias Bhelo Mondal and Sri Umesh Chandra Mondal, therein collectively referred to as the vendors and Smt. Tanushree Basu, therein referred to as the purchaser, and registered in the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas, in Book - I, CD Volume number 9, Page from 4442 to 4454, being Deed No. 03131, for the year 2009, being the said First Deed of Conveyance, the said Sri Gopal Chandra Mondal, Sri Balai Chandra Mondal, Sri Bhola Mondal alias Bhelo Mondal and Sri Umesh Chandra Mondal, at or for the consideration mentioned therein, jointly and collectively granted, sold, transferred, conveyed, released, assigned and assured unto and in favour of the said Smt. Tanushree Basu and the said Smt. Tanushree Basu became the sole and absolute lawful owner, inter alia, of ALL THAT the piece or parcel of land containing by measurement an area of 15.0 (fifteen) decimals, be the same a little more or less, the nature of land being sali, comprised in and being the divided and demarcated part or portion of R. S. Dag No. 449, R. S. Khatian No. 9, Mouza Dhamaitolla, J. L. No. 75, Revenue Survey No. 236, Touzi No. 3-5, Pargana Magura, Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, within Rajpur Sonarpur Municipality, District South 24 Parganas, absolutely and forever, free from all encumbrances, whatsoever, absolutely and forever, free from all encumbrances, charges, liens, lispens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, leases, tenancies, licenses, liabilities, prohibitions, restrictions, acquisitions, requisitions and alignments, etc., whatsoever or howsoever, without any interference, disturbance and obstruction whatsoever, from any person whomsoever and corner and manner whatsoever.

**G.** By and under a Bengali Deed of Conveyance (Bikroy Kobala) dated 28th November, 1985, made and executed by and between Sri Bhupendra Nath Mondal, therein referred to as the vendor and Sri Kartick Chandra Mondal, therein referred to as the purchaser, and registered in the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 73, Pages 279 to 285, being Deed No. 5820, for the year 1985, the said Sri Bhupendra Nath Mondal, at or for the consideration mentioned therein, granted, sold, transferred, conveyed, released, assigned and assured unto and in favour of the said Sri Kartick Chandra Mondal and the said Sri Kartick Chandra Mondal became the sole and absolute lawful owner of ALL THAT the piece or parcel of land containing by measurement an area of 2.0 (two) decimals, be the same a little more or less, the nature of land being danga, comprised in and being the divided and demarcated part or portion of R. S. Dag No. 465, R. S. Khatian No. 34, Mouza Dhamaitolla, J. L. No. 75, Revenue Survey No. 236, Touzi No. 3-5, Pargana Magura,

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Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, within Rajpur Sonarpur Municipality, District South 24 Parganas, absolutely and forever, free from all encumbrances, whatsoever.

H. By and under a further Bengali Deed of Conveyance (Saf Bikroy Kobala) dated 11th September, 2008, made and executed by and between the said Sri Kartick Chandra Mondal, therein referred to as the vendor and Smt. Tanushree Basu, therein referred to as the purchaser, and registered in the office of the Additional District Sub Registrar, Sonarpur, South 24 Parganas, in Book - I, CD Volume number 26, Page from 2038 to 2048, being No. 09343, for the year 2008, (hereinafter referred to as the "SAID SECOND DEED OF CONVEYANCE"), the said Sri Kartick Chandra Mondal, at or for the consideration mentioned therein, granted, sold, transferred, conveyed, released, assigned and assured unto and in favour of the said Smt. Tanushree Basu and the said Smt. Tanushree Basu became the sole and absolute lawful owner of ALL THAT the piece or parcel of land containing by measurement an area of 2.0 (two) decimals, be the same a little more or less, the nature of land being danga, comprised in and being the divided and demarcated part or portion of R. S. Dag No. 465, L. R. Dag No. 455, R. S. Khatian No. 34, L. R. Khatian No. 182, Mouza Dhamaitolla, J. L. No. 75, Revenue Survey No. 236, Touzi No. 3-5, Pargana Magura, Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, within Rajpur Sonarpur Municipality, District South 24 Parganas, absolutely and forever, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, leases, tenancies, licenses, liabilities, prohibitions, restrictions, acquisitions, requisitions and alignments, etc., whatsoever or howsoever, without any interference, disturbance and obstruction whatsoever, from any person whomsoever and corner and manner whatsoever.

I. In the circumstances aforesaid, and by virtue of the above cited First and Second Deed of Conveyance, the said Smt. Tanushree Basu became the sole and absolute lawful owner of ALL THAT the piece or parcel of land containing by measurement an area of 20 (twenty) decimals, be the same a little more or less, the nature of land being Sali and Danga, comprised in and being the divided and demarcated part or portion of R.S. Dag Nos. 447 (10.0 decimals), 449 (8.0 decimals) and 465 (2.0 decimals) corresponding to L.R. Dag Nos. 456, 457 and 455, R. S. Khatian Nos. 9 and 34, L. R. Khatian No. 1365 and 1374, Mouza Dhamaitolla, J. L. No. 75, Revenue Survey No. 236, Touzi No. 3-5, Pargana Magura, Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, within Rajpur Sonarpur Municipality, District South 24 Parganas, absolutely and forever, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, leases, tenancies, licenses, liabilities, prohibitions, restrictions, acquisitions, requisitions and alignments, etc., whatsoever or howsoever, without any interference, disturbance and obstruction whatsoever, from any person whomsoever and corner and manner whatsoever.

J. By and under a Registered Deed of Conveyance dated 11th August, 2023, the Owners herein being the Purchasers therein vide Deed No. 12429 for the year 2023, registered in the office of the D.S.R. – III, South-24 Parganas, Alipore and recorded in Book No. I, Volume No. 1603-2023, Pages from 335909 to 335942, made between the

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Vendor therein Smt. Tanusree Basu, wife of Sri Debasis Basu and the Purchasers therein being the Owners herein being 1) Khaitan Construction LLP, 2) Sri Rohit Khaitan, 3) Sri Ayush Khaitan, 4) Sri Anshul Khaitan, 5) Smt. Anita Khaitan, 6) Smt. Radha Khaitan, 7) Smt. Priti Khaitan, 8) Smt. Sandhya Khaitan, 9) Compass Tradelink Private Limited, 10) Micrograph Vinimay Private Limited, 11) Nightangle Traders Private Limited, 12) Pioneer Niwas Private Limited, 13) Bangabhumi Constructions Private Limited, 14) Bangabhumi Real Estate Private Limited, 15) Greentown Retails Private Limited and 16) Bolero Commercial Private Limited, whereby the Vendor sold and conveyed to the Purchasers against the consideration mentioned therein all that piece or parcel of land containing by measurement an area of 20 (twenty) decimals, be the same a little more or less, the nature of land being Sali and Danga, comprised in and being the divided and demarcated part or portion of R.S. Dag Nos. 447 (10.0 decimals), 449 (8.0 decimals) and 465 (2.0 decimals) corresponding to L.R. Dag Nos. 456, 457 and 455, R. S. Khatian Nos. 9 and 34, L. R. Khatian No. 1365 and 1374, Mouza Dhamaitolla, J. L. No. 75, Revenue Survey No. 236, Touzi No. 3-5, Pargana Magura, Police Station Sonarpur, Additional District Sub Registrar, Sonarpur, within Rajpur Sonarpur Municipality, District South 24 Parganas, (hereinafter collectively referred to as the "SAID LAND"), absolutely and forever, free from all encumbrances, charges, liens, lispendens, attachments, trusts, claims, demands, mortgages, Wakfs, debutters, debts, uses, executions, leases, tenancies, licenses, liabilities, prohibitions, restrictions, acquisitions, requisitions and alignments, etc., whatsoever or howsoever, without any interference, disturbance and obstruction whatsoever, from any person whomsoever and corner and manner whatsoever.

**K.** The aforesaid Owners have got their names mutated with the B.L. & L.R.O. Sonarpur and have also mutated their names in the records of the Rajpur Sonarpur Municipality vide Mutation Certificate No. RJSP/23-24/MU/010780/172840 dated 22.03.2024 and the said land has been numbered as 537, School Road (Jagaddal) under Ward No. 25 of the Rajpur Sonarpur Municipality.

**L.** The Owners herein being desirous of having the said Land to be developed by the Promoter and for the purpose of constructing a residential building project comprising of 1 (one) Building/ Tower of Ground plus Four (four) floors, on a part or portion thereof, have, by and under a Development Agreement dated \_\_\_\_\_ and registered in the office of the District Sub Registrar – III, Alipore, South-24 Parganas, in Book No. I, Volume No. \_\_\_\_\_, Pages from \_\_\_\_ to \_\_\_\_\_, being No. \_\_\_\_\_ for the year \_\_\_\_ (hereinafter referred to as the "SAID DEVELOPMENT AGREEMENT"), granted the exclusive right of development of the said Land unto and in favour of the Promoter herein, at or for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions, as are contained and recorded in the said Development Agreement.

**M.** The Promoter has obtained the sanctioned plan for the Project from Rajpur Sonarpur Municipality and other concerned authorities as mentioned in the Definition No. xxii (being the definition of Plan). The Promoter agrees that it shall not make any changes to these plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016, and The West Bengal Real Estate (Regulation and Development) Rules, 2021 framed there under and other laws as applicable and save to the extent as mentioned in the Definition No. xxii (being the definition of Plan).

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**N.** The Promoter has, thereafter, also taken all necessary suitable steps to register the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016, and The West Bengal Real Estate (Regulation and Development) Rules, 2021 framed there under, with the Real Estate Regulatory Authority at Kolkata and has therefore completed the registration of the Project with the West Bengal Real Estate Regulatory Authority at Kolkata bearing Registration No. \_\_\_\_.

**O.** By and under and in terms of the Sale Agreement, the Allottee/Purchaser agreed to purchase and acquire the said Unit described in the **SECOND SCHEDULE** hereunder written, at or for the consideration and on and subject to the terms and conditions therein contained, as modified and/or superseded by these presents. The construction of the said Unit and the Building in which the same is situated along with the construction of the entire project has been completed in accordance with the Plan as sanctioned by the concerned authorities and the Rajpur Sonarpur Municipality has issued Occupancy Certificate dated \_\_\_\_ under Application No. \_\_\_\_ dated \_\_, with respect to the entire Project. The possession of the said Unit has been delivered by the Promoter to the Allottee/Purchaser.

**P.** The Allottee/Purchaser has requested the Vendors and the Promoter to convey the said Unit in favour of the Allottee/Purchaser and deliver vacant and peaceful possession of the said Unit to the Allottee/Purchaser thereafter.

**Q.** Accordingly, at the request of the Allottee/Purchaser, the Vendors are now conveying in favour of the Allottee/Purchaser herein the proportionate undivided indivisible impartible variable share in the land underneath the Building in which the Allottee/Purchaser's Unit **and** the Promoter is conveying/granting the said Unit to the extent of the construction thereof in favour of the Allottee/Purchaser.

**R.** At or before the execution hereof, the Allottee/Purchaser has fully satisfied himself as to:

- (i) the right, title and interest of the Promoter and Vendors to/ over in respect of the said Premises and to develop and deal with the Project to be constructed/developed on the said Premises and accepted the same to be free from all encumbrances, whatsoever;
- (ii) the nature, state and condition and measurement of the said Premises and the Project as applicable, and the manner in which the same is/are presently intended to be used;
- (iii) the rights of the Promoter under the Development Agreement;
- (iv) the workmanship and quality of construction of the said Unit and the Housing Complex constructed so far, the structural stability of the Units constructed so far and other structures and the various installations and facilities in or for the Housing Complex for the common use and enjoyment;

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- (v) the total area comprised in the said Unit;
- (vi) the location, lay out plan and the dimensions of the said Unit and the Car Parking Space (if any);
- (vii) the common area which form a part of the Project;
- (viii) the plans sanctioned and/or to be sanctioned by the Rajpur Sonarpur Municipality and/or any other appropriate authorities and also as regards the validity and all other aspects thereof;
- (ix) the laws/notifications and Rules applicable to the area where the said Premises is situated, in general, and the Project and similar projects, in particular;
- (x) the carpet area of the said Unit and the manner of calculation thereof along with the Specifications as also the measurements, dimensions, designs and drawings;
- (xi) The scheme of development of the Housing Complex herein envisaged and the fact that the Promoter has undertaken development of the said Premises in Phases and all Phases together are to form a single Housing Complex and that all the Common Areas and Installations at all the Phases shall be for the common use of all the co-owners/allottees/unit-holders of the entire Housing Complex and that all the co-owners/ allottees/unit-holders shall have the limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of Common Expenses pertaining thereto;
- (xii) That the Promoter has obtained all necessary sanctions and approvals from the Rajpur Sonarpur Municipality and has completed all the requirements and complied with all demands of the Municipality with regard to the sanction requirements, structural and architectural plans and certificates, structural drawing, structural design calculations, all the exit requirement of buildings as specified in fire protection, water layout and house drainage requirements, sewerage layout, electrical calculation, etc. as required in the Project and in accordance to the concerned Act and Rules and the statutory requirements of the concerned Municipality. The Allottee further admits and acknowledges that the Promoter has satisfactorily fulfilled all the conditions and perquisites as required and the Allottee has no objection to the same.
- (xiii) The fact that inasmuch as the development of the said Premises having been undertaken by the Promoter in Phases, not all of the Common Areas

and Installations may be available for use by the co-owners/allottees of units in the Units at the said Premises till such time the development of all the Phases is completed, and only thereafter shall all the Common Areas and Installations be available for use by the co-owners/allottees of units in common with each other;

- (xiv) the nature and extent of the rights and benefits proposed to be granted and/or extended to the Allottee/ Purchaser as also the several obligations to be performed and fulfilled by the Allottee/Purchaser, each to the satisfaction of the Promoter/ Developer;
- (xv) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the said Unit and the properties appurtenant thereto along with the Car Parking Space, if any, the manner and method of use and enjoyment of the same as well as the covenants running with the land and the said Unit and properties appurtenant thereto;
- (xvi) the state and condition in which the said Unit and properties appurtenant thereto if any are to be handed over to the Allottee/ Purchaser subject to compliance of each of the stipulated terms to the satisfaction of the Promoter;
- (xvii) the Promoter shall be entitled to the Additional FAR, whereupon subject to compliance with the provisions of Section – 14 of the Act and the applicable Rules and as provided for in this Agreement, the Promoter shall be entitled to and would be well within its right to alter, modify, amend, revise, etc., the Plan and to undertake any further and/or additional construction/s at the Project including constructing further upper floors above the topmost floor as it presently stands sanctioned, as a consequence whereof such floor shall not remain as the topmost floor of the Building and the Promoter shall be further entitled to connect such further and/or additional construction/s with the existing utilities and amenities at the Project/Building including the Common Areas notwithstanding any temporary disruption caused in the use and/or enjoyment of the said Unit and the properties appurtenant thereto and each of such further constructions shall absolutely belong to the Promoter who shall be entitled to deal with the same in such a manner as the Promoter may deem fit and proper, and the Allottee/Purchaser hereby agrees and undertakes not to do, execute or perform or permit the doing, execution or performance of any act, deed or thing which may prevent the Promoter from undertaking the construction of and/or dealing with or otherwise transferring the aforesaid with full knowledge and acceptance of the fact that the aforesaid shall result in several changes including but not limited to a change in the undivided share and the Allottee/Purchaser covenant/s and

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undertake/s not to object to the same on any ground whatsoever or to claim demand, etc., any compensation, damages, etc.,

- (xviii) the right of the Promoter to carry out, implement, etc., any variations and/or additions and/or alterations and/or deletions and/or modifications and/or revisions to the Plan, layout plans and the Common Areas subject to the terms of this Agreement and subject to the compliance with the provisions of Section – 14 of the Act and the applicable Rules thereunder and the Allottee hereby grant/s and accord/s its consent to the same.

**I. NOW THIS DEED WITNESSETH** that in the premises aforesaid and in consideration of the sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only, paid by the Allottee/Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admits and acknowledges) the Vendors and the Promoter do and each of them doth hereby grants, sells, conveys, transfers, releases, assigns and assures (each of them conveying and transferring their respective rights title and interest) unto and to the Allottee/Purchaser **All That** the said Unit, as more fully and particularly mentioned and described in the **Second Schedule** hereunder written **Together With** the proportionate undivided indivisible impartible variable share in the land underneath the Allottee/Purchaser's Unit, attributable and appurtenant to the Unit agreed to be purchased by the Allottee/Purchaser **Together With** the proportionate undivided indivisible impartible variable share in the Common Areas and Installations **Together With** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **And** the reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit **And Together With** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Unit and every part thereof unto and to the use of the Allottee/Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee/Purchaser's covenants and agreements hereunder contained and on the part of the Allottee/Purchaser to be observed fulfilled and performed **And Also Subject To** the Allottee/Purchaser paying and discharging all municipal and other rates taxes and impositions on the said Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Unit wholly and the said Premises and in particular the Common Areas and Installations proportionately **Excepting And Reserving** unto the Vendors and the Promoter and the persons deriving title from them such easements quasi-easements and rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written.

**II. THE VENDORS AND THE PROMOTER DO AND EACH OF THEM DOT H HEREBY COVENANT WITH THE ALLOTTEE/PURCHASER as follows:**

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- i) The interest which the Vendors and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee/Purchaser the said Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee/Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors and the Promoter or any of them or any person or persons claiming through under or in trust for them or their respective predecessors **AND** freed and cleared from and against all manner of encumbrances charges trusts liens and attachments whatsoever save only those as are expressly mentioned therein.
- iii) The Vendors and the Promoter after completion of construction and sale of the entire Housing Complex and unless prevented by fire or some other irresistible force or accident shall at the reasonable request and at the costs of the Allottee/Purchaser produce or cause to be produced to the Allottee/Purchaser or to his attorneys or agents the title deeds in connection with the said Premises and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

**III. THE ALLOTTEE/PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS AND THE PROMOTER as follows:**

1. The Allottee/Purchaser so as to bind himself to the Promoter and the Vendors and the other co-owners and so that this covenant shall be for the benefit of the said Housing Complex and other units therein and every part thereof hereby covenants with the Promoter and the Vendors and with all the other co-owners that the Allottee/Purchaser and all other persons deriving title under him shall at all times hereafter observe the terms, conditions, covenants and restrictions set forth herein and also in the Sale Agreement (as modified and/or amended by virtue of the further terms, conditions and covenants herein agreed and mentioned), which are not being repeated herein to avoid prolixity and the same shall apply to these presents mutatis mutandis. In case of any difference or contradiction between the terms hereof and the terms of the Sale Agreement, then the terms hereof shall supersede and prevail.
2. The Allottee/Purchaser shall not be entitled to raise any dispute against or claim any amount from the Promoter or the Vendors on account of workmanship or quality of materials or fittings or fixtures used in the said Unit nor on account of any constructional defect in the said Unit. It is however clarified that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of 5 (five) years

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by the Allottee from the date of handing over possession or the date of issue of the completion/ occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is expressly agreed and understood that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:

- i) If there are any changes, modifications or alterations in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the said Unit, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii) If there are any changes, modifications or alteration in electrical lines and wirings after the possession is handed over to the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii) If there are changes, modifications or alterations in doors, windows, or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv) If the Allottee after taking actual physical possession of the said Unit and properties appurtenant thereto, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Unit by making any changes in the Unit, then any defect like damp, hair line cracks, breakage in floor tiles, or other defects arising as a direct/indirect consequence of such alterations or changes will not be entertained by the Promoter;
- v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and are required to be repaired from time to time;
- vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which the same is required to be maintained;
- vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Unit going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof;
- viii) Any defect due to force majeure;
- ix) Regular wear and tear;
- x) If the Architect certifies that such defects are not manufacturing/construction defects or due to poor workmanship or poor quality.

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xi) Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Unit alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations hereinabove.

3. The Allottee/Purchaser shall not be entitled to make any additions or alterations in the said Unit and if so made by the Allottee/Purchaser, the Allottee/Purchaser shall be liable to pay to the Promoter, liquidated damages assessed @ Rs. \_\_\_\_\_/(Rupees \_\_\_\_\_) only, per sq. ft. of the built up area of the Unit in which such additions and alterations are made.

**3.3** For smooth running and maintenance of the Housing Complex, the Allottee/Purchaser ensures, agrees and undertakes that the Allottee/Purchaser shall at all times cooperate and assist in the process of formation of Association of Apartment Owners under the West Bengal Apartment Ownership Act, 1972 and shall keep always the Maintenance In Charge and/or the Promoter indemnified with regard thereto. The Promoter intends to handover charge of the maintenance, management and affairs of the Housing Complex and in particular the Common Areas and Installations there at to the Maintenance In Charge upon completion of the Housing Complex in due course.

4. As from the Date of Commencement of Liability (as defined in the Sale Agreement as also herein), the Allottee/Purchaser agrees and covenants:

a) To co-operate with the other co-owners and the Promoter in the maintenance, management and affairs of the Housing Complex and the concerned Building.

b) To observe the rules framed from time to time by the Promoter and/or the Maintenance In Charge, for quiet and peaceful enjoyment of the Housing Complex as a decent Housing Complex.

c) To allow the Promoter with or without workmen to enter into the Unit for the maintenance and repairs.

d) To pay and bear the Common Expenses and other outgoings and expenses from the Date of Commencement of Liability (as defined in the Sale Agreement as also herein) and also the rates and taxes for and/or in respect of the Housing Complex including those mentioned in the **Fourth Schedule** hereunder written proportionately for the Housing Complex and/or the Common Areas and Installations and wholly for the said Unit.

- e) Not to sub-divide the Unit and/or the parking space or any part or portion thereof.
- f) Not to do any act deed or thing or obstruct the present or future construction and completion of the Housing Complex or the Project in any manner whatsoever notwithstanding any inconvenience in the Allottee/ Purchaser's enjoyment of the Unit.
- g) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Housing Complex or the Building and/or compound or any portion of the Housing Complex or the Building.
- h) Not to store or bring and allow to be stored or brought in the Unit any goods of hazardous or combustible nature or which are so heavy so as to affect or endanger the structure of the Building or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner, whatsoever.
- i) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Unit or any part thereof.
- j) Not to fix or install air conditioner in the Unit save and except at the places, which have been specified in the Unit for such installation.
- k) Not to do or cause anything to be done in or around the Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the Unit or adjacent to the Unit or in any manner interfere with the use, right and enjoyment thereof or any passage or amenities available for common use.
- l) Not to damage or demolish or cause to be damaged or demolished the Unit or any part thereof or the fittings affixed thereto.
- m) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Unit which in the opinion of the Promoter or the Association differs from the colour scheme of the Housing Complex or the Building or deviation of which in the opinion of the Promoter or the Association may affect elevation in respect of the exterior walls of the Building.
- n) Not to install grills the designs of which have not been suggested or approved by the Promoter.

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- o)** Not to make in the Unit any structural addition and/or alteration and/or damage such as beams, columns, partition walls etc.
- p)** Not to fix or install any antenna on the roof or terrace of the Unit nor shall fix any window antenna not entitled for any connection of his own excepting that the Allottee/Purchaser shall be entitled to avail of the cable connection facilities to be provided by the Promoter to the Allottee/Purchaser and also the other owners of the Units in the Housing Complex at their cost. The Allottee/Purchaser shall not be entitled to obtain any other cable connection or DTH services other than that provided by the Promoter in the Housing Complex.
- q)** Not to use the Unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the Housing Complex or to the Vendors and occupiers of the neighbouring properties or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating and Catering Place, Dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking space, if allotted, anything other than private motor car or motor cycle and shall not raise or pull up any kutchra or pucca construction grilled wall/enclosures thereon or parts thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the parking space.
- r)** Not to use the allocated parking space(s) or permit the same to be used for any other purpose whatsoever other than parking of his own car/cars/two wheeler/s.
- s)** Not to park car/two wheeler in the pathway or open space of the Housing Complex or at any other place save and except the space allotted and purchased by the Allottee/Purchaser and shall use the pathways as would be decided by the Promoter.
- t)** Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or may be visible to the outsiders.
- u)** Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Unit save a letter box at the place in the ground floor as may be expressly approved or provided by the Promoter and a decent nameplate outside the main gate of his Unit.

- v)** Not to alter the outer elevation of the Building or any part or portion thereof nor decorate the exterior of the Unit otherwise than in the manner agreed by the Promoter, Maintenance Company and/or the Maintenance In Charge in writing or in the manner as near as may be in which it was previously decorated.
- w)** Not to bring in any contractor or any labour or mason of his own without the written consent of the Promoter into the Housing Complex so long as the Housing Complex is not completed fully and made over by the Promoter.
- x)** To abide by such building rules and regulations as may be made applicable by the Promoter before the formation of the Maintenance In Charge and after its incorporation to comply with and/or adhere to the building rules and regulations of such Maintenance In Charge.
- y)** To use the common areas, installations only to the extent required for ingress to and egress from the Unit of men and materials and passage of utilities and facilities.
- z)** To keep the common areas, open spaces, parking areas, paths, passages, gardens, staircases, lobbies, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other common areas of the Housing Complex or the Building.
- aa)** Not to claim any right whatsoever or howsoever over any other Units or portions or roof in the Housing Complex or Building save the Unit.
- bb)** 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 Building.
- cc)** Not to let out transfer or part with the possession of the parking space, if the right of parking car/two wheeler is granted hereunder, independent of the Unit nor vice versa, with the only exception being that the Allottee/Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the Unit to any other co-owner of the Housing Complex and none else.
- dd)** Maintain at his own costs, the Unit in the same good condition state and order in which the same be delivered to the Allottee/Purchaser and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to fire safety under the West Bengal Fire Services Act, 1950 and the rules made there under) of the Government, Rajpur Sonarpur Municipality, WBSEDCL and/or any

statutory authority and/or local body with regard to the user and maintenance of the Unit as well as the user operation and maintenance of the lift, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Housing Complex or the Building and to make such additions and alterations in or about or relating to the Unit as may be required to be carried out by them or any of them, independently or in common with the other co-owners as the case may be without holding the Promoter in any manner liable or responsible there for and to pay all costs and expenses there for wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of its conditions or rules or bye-laws and shall indemnify and keep the Promoter saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that it may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottee/Purchaser.

**ee)** To apply for and obtain at his own costs separate assessment and mutation of the Unit in the records of the Rajpur Sonarpur Municipality, within a period of 3 (three) months of completion of sale. The Allottee shall also obtain electricity meter in his own name from the concerned authorities within a period of 3 (three) months of completion of sale, and the Promoter and the Vendors shall give their consent for the same.

**ff)** Not to make and/or cause to be made or permit any disturbing noises or create nuisance in the Housing Complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. Not to play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such Unit if the same shall disturb or annoy other occupants of the Project. Not to give vocal or instrumental instruction at any time in order to reduce sound emanating from a Unit.

**gg)** No article shall be allowed to be placed in the halls or on the staircase landings or nor shall anything be hung or shaken from the floor, stair windows, terraces or balconies or placed upon the window sills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Promoter.

**hh)** No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or about the Building excepting such as shall have been approved by the Promoter.

**ii)** No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Building except such as shall have been approved by

the Promoter nor shall anything be projected out of any window of the Building without similar approval.

**jj)** Water-closets and other water apparatus in the Unit shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Unit-owner in whose Unit it shall have been caused.

**kk)** No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

**ll)** No bird or animal shall be either killed, slaughtered, or offered in sacrifice, for any religious, communal, social, cultural, or for any other purpose whatsoever, in any visible part or portion of the Unit, open and covered two wheeler/car parking spaces/areas, any other open or covered spaces and areas, or in any part or portion of the Housing Complex.

**mm)** No radio or television aerial shall be attached to or hung from the exterior of the Unit.

**nn)** Garbage and refuse from the Unit shall be deposited in such place only in the Building/ Housing Complex and at such time and in such manner as the Promoter, Maintenance Company and/or the Maintenance In Charge of the Housing Complex may direct.

**oo)** These house rules may be added to, amended or repealed at any time by the Promoter, Maintenance Company and after formation, by the Maintenance In Charge.

**5.** In the event the Allottee/Purchaser has been allotted any car parking space within the Housing Complex, then the Allottee/Purchaser shall be bound and obliged to observe fulfill and perform the following terms and conditions:

**(i)** The Allottee/Purchaser shall use the covered car parking space only for the purpose of parking of his own small motor car/two wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the covered car parking space for one small motor car/two wheeler according to the allotment letter/Sale Agreement thereat;

**(ii)** The Allottee/Purchaser shall not be entitled to transfer or assign such parking space or allow or permit any one to use the same as tenant, lessee, caretaker, licensee or otherwise or part with possession of the same, independent of the

said Unit, to any person **save and except** to any other Co-Owner / Unit-Holder in the Housing Complex;

- (iii) The Allottee/Purchaser shall not make any construction of any nature whatsoever in or around the parking space or any part thereof nor cover such parking space by erecting walls/barricades etc., of any nature whatsoever;
  - (iv) The Allottee/Purchaser shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the Housing Complex or any other portion of the said Premises save at the allotted parking space;
  - (v) The Allottee/Purchaser shall observe fulfill and perform all terms, conditions, stipulations, restrictions, rules, regulations etc., as may be made applicable from time to time by the Promoter, Maintenance Company and thereafter the Maintenance In-Charge with regard to the user and maintenance of the parking spaces, in the Housing Complex;
  - (vi) The Allottee/Purchaser shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such parking space if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Vendors, the Maintenance Company and the Maintenance In Charge with regard thereto.
6. As a matter of necessity, the Allottee/Purchaser in using and enjoyment of the Unit and the Common Areas and Installations binds himself and covenants to observe fulfill and perform the rules, regulations, obligations, covenants and restrictions as may be made applicable from time to time for the quiet and peaceful use enjoyment and management of the Housing Complex by the Promoter Maintenance Company and/or the Maintenance In Charge appointed by the Promoter, and in particular the Common Areas and Installations and other Common Purposes.
- 6.1 The Allottee/Purchaser shall regularly and punctually pay to the Promoter, Maintenance Company and thereafter to the Maintenance In Charge with effect from the Date of Commencement of Liability, the amount of expenses and outgoings as are mentioned and contained in the **Fourth Schedule** hereunder written including, inter alia, the following:
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Unit directly to the Rajpur Sonarpur Municipality, Provided That so long as the Unit is not assessed separately for the purpose of such rates and taxes, the Allottee/Purchaser shall pay to the Promoter, Maintenance

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Company and thereafter to the Maintenance In Charge, proportionate share of all such rates and taxes assessed on the Housing Complex.

- ii) All other taxes, impositions, levies, cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Unit or the Housing Complex as a whole and whether demanded from or payable by the Allottee/Purchaser to the Promoter and the same shall be paid by the Allottee/Purchaser wholly in case the same relates to the Unit and proportionately in case the same relates to the Housing Complex/said Premises as a whole.
- iii) Electricity charges for electricity consumed in or relating to the Unit and until a separate electric meter is obtained by the Allottee/Purchaser for his Unit from the concerned authorities within a period of 3 (three) months of completion of sale, the Promoter shall provide a reasonable quantum of power in the Unit from its existing sources and the Allottee/Purchaser shall pay electricity charges to the Promoter based on the reading shown in the sub-meter provided for the Unit at the rate at which the Promoter shall be liable to pay the same to the WBSEDCL.
- iv) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) hereunder written payable to the Promoter, Maintenance Company and thereafter to the Maintenance In Charge, initially at the rate calculated @ Rs. \_\_\_/- (Rupees \_\_\_\_\_) only per square foot per month of the Built Up Area of their respective units which shall be subject to revision from time to time and in the manner as may be determined. The said minimum rate of maintenance will be will increased by 10% every year to accommodate inflation and rise in overall prices and expenses.
- v) All penalty, surcharge, interest, cost, and expenses arising out of any delay default or negligence on the part of the Allottee/Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including delayed payment surcharge as charged by the WBSEDCL from its consumers for delay in payment of its bills) to the Promoter, Maintenance Company and thereafter to the Maintenance In Charge.

**6.2** Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 (seven) days of demand being made by the Promoter and/or the Maintenance Company thereafter the Maintenance In Charge. The bills and demands for the amounts payable by the

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Allottee/Purchaser shall be deemed to have been served upon the Allottee/Purchaser, in case the same is left in the Unit or in the letter box in the ground floor earmarked for the Unit.

- 6.3** The Promoter shall maintain essential services in the Project subject to the allottees making timely payment of the maintenance charges along with applicable Tax, till the taking over of the maintenance of the Project by the registered association of allottees, or till formation of the Maintenance in Charge, or till a period of 12 (twelve) months from the date of issuance of the Completion Certificate of the Project, whichever is earlier. In case, the registered association of allottees, or the Maintenance in Charge is not formed within the said period of 12 (twelve) months, then the Promoter shall be entitled to form an ad hoc committee of the allottees and hand over charge to the said ad hoc committee of the allottees and hand over charge to the said ad hoc committee of the allottees, for the purpose of taking over charges of the acts relating to the Common Purposes and for the purpose of maintenance and management of the Housing Complex and in particular the Common Areas and Installations, having such rules and regulations framed as may be deemed proper and necessary by the Promoter.
- 6.4** The Allottee/Purchaser agrees and covenants to become a member of the Maintenance In Charge, upon its formation, without raising any objection whatsoever and also abide by all the rules and regulations, restrictions and by-laws as framed and/or made applicable by the Promoter, Maintenance Company and/or the Maintenance In Charge for the Common Purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Maintenance In Charge and to do all the necessary acts, deeds and things.
- 6.5** The Promoter intends to enter into an agreement with the Maintenance Company, laying down therein the terms, conditions, covenants and restrictions for the maintenance management user and enjoyment of the Housing Complex and in particular the Common Areas and Installations and the Allottee/Purchaser agrees and covenants to abide by and honour the same and also to ratify and confirm the same upon the same being entered into between the Promoter and the Maintenance Company and the same is and shall be deemed to be a covenant running with the land. The Allottee/Purchaser hereby agrees and covenants to abide by the terms, conditions covenants as may be imposed by the Maintenance Company.
- 6.6** For compliance of all or any of the obligations of the Allottee/Purchaser contained in Clauses 6.4 and 6.5 herein above, the Allottee/Purchaser doth hereby appoints the Promoter as his Constituted Attorney.

- 6.7** Till the time of the formation of the Maintenance Company and its taking over the charges of the acts relating to the Common Purposes, the Promoter and/or the Maintenance In Charge shall look after the Common Purposes subject to Clause 6.3 hereinabove, and the Allottee/Purchaser undertakes to regularly and punctually pay to the Promoter and/or the Maintenance Company, the maintenance charges and other amounts payable by the Allottee/Purchaser hereunder.
- 6.8** So long the Promoter and/or the Maintenance In Charge authorized by the Promoter is managing and maintaining the Housing Complex, the Allottee/Purchaser shall not hold the Promoter and/or the Maintenance In Charge liable for rendering any accounts or explanation of any expenses incurred by the Promoter and/or the Maintenance In Charge in its acts relating to the Common Purposes nor shall the Allottee/Purchaser be entitled to hold the Promoter and/or the Maintenance In Charge responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Allottee/Purchaser shall remain liable to indemnify and keep indemnified the Promoter and/or the Maintenance In Charge for all liabilities due to non-fulfillment of the obligations contained herein by the Allottee/Purchaser.
- 6.9** Upon formation of the Maintenance Company and upon sale of all the Units in the Housing Complex or earlier at the sole discretion of the Promoter, the Promoter and the Maintenance In Charge shall transfer to the Maintenance Company all its rights responsibilities and obligations with regard to the Common Purposes (save those expressly reserved by the Promoter hereunder or so intended to be or so desired by the Promoter hereafter) whereupon only the Maintenance Company shall be entitled thereto and obliged there for. All reference to the Promoter with regard to the Common Purposes shall thenceforth be deemed to be reference to the Maintenance Company.
- 6.10** At the time of handing over the charge to the Maintenance Company, after completion of the Housing Complex, the Promoter shall also transfer the residue then remaining of the deposit made by the Allottee/Purchaser under the Agreement for Sale after adjusting all amounts then remaining due and payable by the Allottee/Purchaser and the amounts thus transferred shall be held by the Maintenance Company to the account of the co-owners respectively for the purpose thereof. The Allottee/Purchaser shall not be entitled to raise any dispute and/or query with regard to the residue amount transferred by the Promoter or the Maintenance In Charge to the Maintenance Company, nor shall be entitled to ask for accounts from the Promoter or the Maintenance In Charge in that regard.
- 6.11** Furthermore, with effect from the date of formation of the Maintenance Company and its taking charges of acts relating to the Common Purposes, all the employees of the Promoter and/or the Maintenance In Charge having

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appointment as on such date for the Common Purposes such as watchmen, security men, caretaker, sweeper, plumber etc. shall be employed and/or absorbed by the Maintenance Company with continuity of service with effect from such date.

**6.12** In case, due to any reason whatsoever, the formation of the Maintenance In Charge becomes unfeasible or not practicable or impossible or till the expiry of a period of 12 (twelve) months from the date of obtaining Completion/Occupancy Certificate with respect to the Housing Complex, then the Promoter may in its absolute discretion award the job of managing and maintaining the Housing Complex to any third person or party/body corporate under any contract or agreement or otherwise and on such terms and conditions as the Promoter may agree with such person or party and the Allottee/Purchaser shall abide by and honour the same and the same is and shall be deemed to be a covenant running with the land.

**6.13** In the event of the Allottee/Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee/Purchaser under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Allottee/Purchaser hereunder, then without prejudice to the other remedies available against the Allottee/Purchaser hereunder, the Allottee/Purchaser shall be liable to pay to the Promoter, Maintenance In Charge and thereafter the Maintenance Company, interest at the rate of 24% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Promoter, Maintenance In Charge and thereafter the Maintenance Company shall be entitled to:

- i) Withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee/Purchaser and his family members, servants, visitors, guests, tenants, licensees and/or the Unit.
- ii) To demand and directly realize rent and/or other amounts becoming payable to the Allottee/Purchaser by any tenant or licensee or other occupant in respect of the Unit.

**6.14** The Allottee/Purchaser shall abide by all rules and regulations as shall be made from time to time by the Promoter, Maintenance In Charge and thereafter the Maintenance Company relating to and/or concerning the use of the said Unit, Parking Space and the Common Areas and Installations in the Housing Complex and the said Premises without any objection denial or dispute whatsoever.

7. The Allottee/Purchaser shall within 3 (three) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit with the records of the concerned authorities. The Allottee shall also obtain electricity meter in his own name from the concerned authorities within a period of 3 (three) months of the completion of sale. In case and in the event, the Allottee fails and/or neglects to obtain mutation of the said Unit in his own name within the said period, the deposit kept by the Allottee with the Promoter on account of the municipal rates and taxes shall be forfeited.

**8. Allottee/Purchaser's acknowledgements, covenants and assurances:**

**8.1** The Allottee/Purchaser shall not cause any objection, obstruction, interference, or interruption at any time hereafter in the construction or completion of construction of or in the Housing Complex or other parts of the said Premises, including the Additional Blocks/Constructions to be constructed by the Vendors and/or the Promoter as elsewhere stated herein (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee/Purchaser of the said Unit) nor do anything whereby the construction or development of the Housing Complex or the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoter as elsewhere stated herein, or the sale or transfer of the other Units and other areas and spaces in the Housing Complex and the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoter as elsewhere stated herein, is in any way interrupted or hindered or impeded with and if due to any act or deed of the Allottee/Purchaser, the Vendors or the Promoter are restrained from construction or development of the Housing Complex or the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoter as elsewhere stated herein, or in the sale or transfer of the other Units and other areas and spaces in the Housing Complex and the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoter as elsewhere stated herein, then and in that event, without prejudice to such other rights the Vendors or the Promoter may have, the Allottee/Purchaser shall be liable to compensate and also indemnify the Vendors and the Promoter for all losses, damages, costs, claims, demands, actions and proceedings suffered or incurred by the Vendors and/or the Promoter as may be determined by them or any of them. For all or any of the purposes aforesaid, the Allottee/Purchaser shall fully co-operate with the Vendors and the Promoter with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as may be required by the Vendors or the Promoter from time to time.

**8.2** Save the said Unit, the Allottee/Purchaser acknowledges that the Allottee/Purchaser has no claim nor shall make claim of any right, title, or interest whatsoever or howsoever over and in respect of the other units and spaces or

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constructed areas or parking spaces or open spaces at the said Premises/Housing Complex.

- 8.3** The Allottee/Purchaser shall not claim any right over and in respect of any open land at the said Premises (including side and back open spaces) or in the parking areas or any other open or covered areas of the Housing Complex and the said Premises reserved or intended to be reserved by the Vendors and/or the Promoter for the exclusive use and enjoyment of themselves or any other person/body and not meant to be a common area or portion (including for setting up and/or installation of Multi Level Car Parking thereat, if any) and not to obstruct any development or further development or additional construction which may be made by the Vendors and/or the Promoter thereat or on any part thereof. The Allottee/Purchaser shall also not claim any right over and in respect of or object to the various rights, properties, benefits, advantages and privileges reserved by the Vendors and/or the Promoter as dealt with herein below.
- 8.4** The Allottee/Purchaser shall not be entitled to raise any objection and make any grievance for the disturbance and annoyance caused, if any, due to such constructional activities for the said construction of additional areas and/or building/s and shall also not be entitled to claim any compensation in that regard, either individually or collectively.
- 8.5** The Allottee/Purchaser is aware and agrees and covenants not to raise any objection for extension of the Housing Complex, either vertically or horizontally in the contiguous lands in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewage, underground reservoir, pumps, clubs, gym, community hall, playgrounds and other amenities (as applicable) shall all be part of a common integrated development. At or before entering into the Sale Agreement, the Promoter has made known to the Allottee/Purchaser that the Promoter may from time to time add/attach or cause to be added/attached further areas and/or lands to the said Premises and such additions/areas and/or building/buildings to be constructed will be entitled to all facilities, utilities and/or amenities and/or common areas available to the Unit Allottee/Purchaser in the Housing Complex and that all the Unit Allottees/purchasers and/or occupants of the Buildings/ Units, erected and completed on the said additional area shall be entitled to have free ingress and egress from all pathways, passages and roads forming part of the Housing Complex, for which the Allottee/Purchaser herein shall extend all co-operation and also ensure that the residents of the Units, of which construction has been completed, are not unduly inconvenienced during construction and development of New/Additional Units, the Promoter has carved out a passage within the periphery of the said Premises for ingress and egress of men materials and vehicles, being the said Passage, and the Promoter alone shall have the right to use and enjoy the same for all purposes connected with the construction and development of New/Additional Units or

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otherwise and the Allottee/Purchaser shall not object to the same or cause any objection, obstruction, interference, or interruption at any time.

**9. Rights of the Promoter and/or the Vendors:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:

(a) The Vendors and/or the Promoter shall always be entitled to construction and completion of construction of or in the Housing Complex or other parts of the said Premises, including the Additional Blocks/Constructions to be constructed by the Vendors and/or the Promoter (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee/Purchaser of the said Unit) and to sell, convey, transfer, or otherwise deal with or dispose of all the Units and other areas and spaces in the Housing Complex and the said Premises, including the Additional Blocks/Constructions to be constructed by the Promoter and the Allottee/Purchaser shall fully co-operate with the Vendors and the Promoter with regard thereto and sign, execute and deliver all papers, documents, instruments, writings, consents, no objections etc., as may be required by the Vendors or the Promoter from time to time.

(b) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood that the Promoter and/or the Vendors shall be exclusively entitled to all future horizontal and vertical exploitation of the Housing Complex and the said Premises lawfully, including construction of the Additional Blocks/Constructions as elsewhere herein stated and/or by way of raising further storey or stories on the roofs for the time being thereof (including the Additional Blocks/Constructions) and to do all acts deeds and things and make all alterations and connections (including to connect and make available all existing utilities facilities and amenities available at the said Premises, including those mentioned in the **Third Schedule** hereunder written, to the new constructions) as may be deemed to be expedient to make such areas and constructions tenable and to use, enjoy, hold and/or sell, transfer the same to any person on such terms and conditions as the Promoter and/or the Vendors in their absolute discretion may think fit and proper and the proportionate share of the Allottee/Purchaser in the land underneath the concerned Unit in unlikely event and also in the Common Areas and Installations shall also stand reduced owing to such construction, but the Allottee/Purchaser may not raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee/Purchaser may be subjected to) nor to claim refund or reduction or abatement of the consideration and other amounts payable by the Allottee/Purchaser hereunder nor to claim any amount or consideration from the Promoter and/or the Vendors on account thereof and furthermore the Allottee/Purchaser shall fully co-operate with the Promoter and/or the Vendors and sign, execute and submit all affidavits,

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declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter and/or the Vendors.

- (c) The Promoter and/or the Vendors shall always be entitled to set up or allow any person or body to set up at any time mechanised or masonry parking on any part of the land/open space of the said Premises and to use, enjoy, hold, sell, transfer, let out, lease out, transfer, or otherwise dispose of the same to any person or persons in whole or in parts and in such manner or conditions (including by way of permanent user or user on hourly, daily, weekly, monthly or yearly basis) as the Promoter and/or the Vendors may deem fit and proper.
- (d) The Promoter and/or the Vendors shall be at liberty to cause to be changed the occupancy group in respect of any Unit (other than the said Unit sold/transferred to the Allottee/Purchaser) in the Housing Complex and to own, use, enjoy and/or transfer the same as per such sanctioned occupancy group without any hindrance, obstruction, objection, or claim by the Allottee/Purchaser.
- (e) The Promoter and/or the Vendors shall have the right to grant to any person the covered car parking space in or at the parking spaces or otherwise use and enjoy for any other purposes, any of the Units, the side, front and back open spaces surrounding the Units at the said Premises (including the Additional Blocks/Constructions) and also the covered spaces in the ground floor of the said Premises in such manner as the Promoter and/or the Vendors shall in their absolute discretion think fit and proper.
- (f) The proportionate share of the Allottee/Purchaser in various matters referred to herein shall be such as may be determined by the Promoter and the Allottee/Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (g) Save the said Unit, the Allottee/Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas of the Housing Complex/said Premises or parking spaces at the said Premises or other open and covered spaces at the said Premises and the Housing Complex and the Promoter and/or the Vendors shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter and/or the Vendors, in their absolute discretion, shall think fit and proper and the Allottee/Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and/or the Vendors exclusively.

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- (h) It is expressly agreed understood and clarified that the Promoter and/or the Vendors shall be absolutely entitled to enter into any agreement or arrangement with the vendors of any adjoining properties on such terms as may be agreed with the vendors of such adjoining properties (including by way of purchase of the same or by joint development/venture or otherwise as the Promoter and/or the Vendors may deem fit and proper). In such event, such additional land added on to the said Premises shall increase the scope and ambit of the development envisaged by the Vendors and the Promoter and the proportionate share of the Allottee/Purchaser in various matters may stand varied owing to such additional land/development and the Allottee/Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee/Purchaser may be subjected to) nor to claim refund or reduction or abatement of the consideration and other amounts payable by the Allottee/Purchaser hereunder nor to claim any amount or consideration from the Promoter/Vendors on account thereof and furthermore the Allottee/Purchaser shall fully co-operate with the Promoter and the Vendors and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter and/or the Vendors.
- (i) The Promoter and/or the Vendors may in their absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the vendors/occupiers of any other property adjoining/contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises, and the Allottee/Purchaser hereby consents to the same.
- 9.1** The Allottee/Purchaser doth hereby agrees, acknowledges and consents to the rights title and interest of the Promoter and/or the Vendors under Clause 9 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute, objection, hindrance, obstruction, or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Promoter and/or the Vendors and/or persons deriving title or authority from the Promoter and/or the Vendors and shall not have nor claim any right of user or enjoyment in any manner whatsoever in respect thereof.
- 10.** The properties and rights hereby sold to the Allottee/Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee/Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

11. If at any time hereafter, there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Housing Complex as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Allottee/Purchaser partly or wholly as the case may be within 7 (seven) days of a demand being made by the Promoter or the Vendors, as applicable, without raising any objection thereto.
12. The Housing Complex shall bear the name '**Prudent Villa**' and none else unless changed by the Promoter and/or the Vendors.
13. These presents supersede all other agreements, arrangements, understandings, brochures etc.
14. The Allottee/Purchaser individually or along with the other co-owners will not require the Vendors or the Promoter to contribute the proportionate share of the Common Expenses/ Maintenance Charges of the Units which are not alienated or agreed to be alienated by the Vendors or the Promoter notwithstanding the Vendors or the Promoter being co-owners in respect thereof.
14. Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**“SAID PREMISES”**

**ALL THAT** the piece or parcel of land containing an area of **20 Decimals/ Sataks** more or less situate lying at and comprised in R.S. Dag Nos. 447 (10 Decimals), 449 (8 Decimals) and 465 (2 Decimals), corresponding to L.R. Dag Nos. 456, 457 and 455, recorded in L.R. Khatian Nos. 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363 and 1367, all in Mouza – Dhamaitala, J.L. No. 75, Police Station – Sonarpur, South 24-Parganas and all comprised in Holding No. 537, School Road (Jagaddal), Kolkata – 700 151 in Ward No. 25, Rajpur Sonarpur Municipality in the District of South 24-Parganas, and butted and bounded in the manner following that is to say:

**ON THE NORTH:** By R.S. Dag No. 445, 446 & 450;

**ON THE EAST:** By School Road;

**ON THE WEST:** By R.S. Dag No. 451(P); and

**Contd. . .**

**ON THE SOUTH:** By R.S. Dag Nos. 465 (P), 448 & 449 (P)

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

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**“SAID UNIT”**

**All That** the Unit bearing No. \_\_\_ containing a **Carpet Area** of \_\_\_ **Square Feet** [**Built-up Area** whereof being \_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_ **Square Feet**) more or less on the \_\_\_ **Floor** of the Building at the said Premises and described in the First Schedule hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in **“Red”**.

**With** \_\_\_ Covered Car Parking Space in the parking spaces in the Said Premises, the exact location of which is to be identified by the Promoter on or before the Deemed Date of Possession.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**PART - I**

**“COMMON AREAS AND INSTALLATIONS”**

- a) Land comprised in the said Premises.
- b) Entrance/ Exit gate of the premises.
- c) Paths, passages, driveways and open spaces in the Premises/ Unit other than those intended to be reserved for parking of motor cars marked by the Promoter for use of any Unit/Promoter.
- d) Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of pumps, during power failure in the residential complex.
- e) Concealed Electrical wiring and fittings and fixtures for lighting the driveways.
- f) Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different units.
- g) Underground water reservoir for domestic water with a pull on pumps installed thereat.
- h) Room for caretaker.
- i) Boundary walls.

**PART - II**

**“SPECIFICATIONS OF CONSTRUCTION OF THE SAID UNIT”**

<b>Walls</b>	Clay / Flyash Brick or AAC Blocks, or any other brick/block as may be advised by the Architect
<b>Wall Finish</b>	Interior – Plaster of Paris/Gypsum Plaster: Exterior – Good quality paints
<b>Flooring and Dado</b>	1) Vitrified Tiles in all bedrooms, Living / Dining, Kitchen 2) Toilet flooring to be made with anti-skid Ceramic Tiles

**Contd. . .**

	3) Standard ceramic tiles dado on the wall up to 7" Height or up to the height of Windows in Toilets
	4) Dado of Ceramic Tiles upto a height of two feet from the Kitchen cooking platform
<b>Kitchen</b>	1) Kitchen platform to be made of Granite or equivalent product
	2) Stainless Steel Sink, Standard CP fittings
	3) Concealed plumbing and pipe work.
<b>Toilet</b>	1) Good quality sanitary ware and CP fittings.
	2) Concealed plumbing and pipe work.
	3) Provision for Geyser
<b>Doors</b>	1) Door frame made of timber or any engineered material.
	2) Flush Solid core/Panel doors
	3) Lock of stainless steel / brass or equivalent product
<b>Windows</b>	Fully glazed aluminium windows
<b>Electricals</b>	1) Provision for adequate light points
	2) Modular Switches
	3) Provision for TV
<b>Common Lighting</b>	Overhead illumination for compound and street-lighting inside the complex
<b>Wiring</b>	Concealed copper wiring for electricity and television
<b>Air Conditioning</b>	Provision for air conditioning
<b>Amenities</b>	CCTV
<b>Generator</b>	Backup power for every Unit.
<b>Grill</b>	Iron grills to be installed from inside the windows at extra cost (mandatory)

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**“COMMON EXPENSES”**

1. **Association/Maintenance Company:** Establishment and all other capital and operational expenses of the Association/Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings/ Units, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).

**Contd. . .**

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, CCTV, if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Land Revenue, Khajana, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings/ Units and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Project and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**“EASEMENTS”**

1. The Allottee/Purchaser shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Vendors and/or the Promoter and/or other occupiers of the Housing Complex and the Maintenance In Charge the rights easements quasi easements privileges and appurtenances hereinafter more fully and particularly set forth in the **Sixth Schedule** hereunder written.
2. The right of access and way in common with the Vendors and/or the Promoter and/or other occupiers of the Housing Complex at all times and for all normal residential purposes connected with the common use and enjoyment of the Common Areas and Installations.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Unit **Provided Always** and it is hereby declared that nothing herein contained shall permit the Allottee/Purchaser or any person deriving title under them or their servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other

**Contd. . .**

person or persons including the Vendors and/or the Promoter and/or other occupiers of the Housing Complex and the Maintenance In charge entitled to such way as aforesaid.

4. The right of protection of the said Unit by and from all parts of the Housing Complex so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the Housing Complex so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Allottee/Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Housing Complex solely and strictly for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing, or cleaning any part or parts of the Housing Complex and the Common Areas and Installations insofar as such rebuilding, repairing, replacing, or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty eight hours' previous notice in writing of their intention so to enter to the Vendors and/or the Promoter, Maintenance Company and/or the Maintenance In Charge and/or the occupier of the Housing Complex affected thereby.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Easements excepted out of the sale and reserved for the Vendors and/or the Promoter and persons deriving title through or under them)**

The under mentioned rights easements quasi easements and privileges appertaining to the Housing Complex and the said Premises shall be excepted and reserved for the Vendors and/or the Promoter and/or the Maintenance In charge and/or the other occupiers of the Housing Complex:

1. The right of access and way in common with the Allottee/Purchaser and/or other person or persons entitled to the other part or parts of the Housing Complex at all times and for all purposes connected with the use and enjoyment of the Common Areas Installations and Facilities.
2. The right of flow in common with the Allottee/Purchaser and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Housing Complex through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the Housing Complex as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Housing Complex.
3. The right of protection of other part or parts of the Housing Complex by all parts of the said Unit so far as they now protect the same.

**Contd. . .**

4. The right as might otherwise become vested in the Allottee/Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Housing Complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid **Provided Always** that except in emergent situation the Vendors, the Promoter, the Maintenance Company and/or the Maintenance In Charge and the occupiers of the other part or parts of the Housing Complex shall give to the Allottee/Purchaser a prior forty eight hours' written notice of its or their intention for such entry as aforesaid.

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

**SIGNED SEALED AND DELIVERED** on behalf of the **VENDORS**, by their Constituted Attorney, **Sri \_\_\_\_\_**, at Kolkata in the presence of:

1.

2.

**SIGNED SEALED AND DELIVERED** on behalf of the **PROMOTER**, by its **Designated Partner**, **Sri Anshul Khaitan**, at Kolkata in the presence of:

1.

2.

**Contd. . .**

**SIGNED SEALED AND DELIVERED** by the **ALLOTTEE/PURCHASER** at Kolkata in the presence of:

1.

2.

Drafted by me.

Mayank Kakrania  
Advocate, High Court, Calcutta,  
10, Old Post Office Street,  
Right Wing, 1<sup>st</sup> Floor, Room No. 34A,  
Kolkata – 700 001.  
Enrolment No. WB/1287A/99

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Allottee/Purchaser the within mentioned sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only**, being the full consideration money payable to the Promoter herein, as per the memo of consideration written herein below:

Paid by the Allottee/Purchaser by several cheques on various dates in favour of the Promoter.

**Total: Rs. \_\_\_\_\_/-**

**(Rupees \_\_\_\_\_)only.**

**WITNESSES:**

1.

2.

**Contd. . .**



