

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE (Deed)** is made on this _____ day of _____, 2024

BETWEEN

(1) **MD. AZADUL ISLAM**, son of Late Md. Nuruddin Biswas, by faith Muslim, occupation Service, nationality Indian, residing at Kaliachak, Master Para Post Office Kaliachak, PIN-732201, Police Station Kaliachak, District Malda [**PAN AAYPI2762F**] [**Aadhaar No. 2109 0988 0052**] **AND** (2) **MST. REBY SULTANA**, wife of Md. Azadul Islam, by faith Muslim, occupation Housewife, nationality Indian, residing at Kaliachak, Master Para Post Office Kaliachak, PIN-732201, Police Station Kaliachak, District Malda [**PAN BRWPS8240Q**] [**Aadhaar No. 2713 7467 4642**] **AND** (3) **MD. RAFIKUL ISLAM**, son of Md. Azadul Islam, by faith Muslim, occupation Others, nationality Indian, residing at Kaliachak, Master Para Post Office Kaliachak, PIN-732201, Police Station Kaliachak, District Malda [**PAN AIXPI2135F**] [**Aadhaar No. 6070 5564 5564**] **AND** (4) **MD. SAYED SAMIM AHMED**, son of Mustaque Ahamed, by faith Muslim, occupation Service, nationality Indian, residing at Chandpur, Momin Para, Jalalpara, Post Office Jalalpara, PIN-732206, Police Station Kaliachak, District Malda [**PAN BSNPA2055H**] [**Aadhaar No. 7710 0231 1653**] **AND** (5) **SHIVAM INFRAREALTY PRIVATE LIMITED**, a private limited company, governed by the provisions of the Companies Act, 2013, having its registered office at 74, Bentinck Street, Post Office G.P.O., P.S.- Bowbazar, Kolkata 700001, Police Station Hare Street, District Kolkata [**PAN AAOCS2847L**] [**CIN U70200WB2010PTC146007**], represented by one of its directors, **GIRIRAJ LOHIA**, son of Late Gopal Das Lohia, by faith Hindu, occupation Business, nationality Indian, residing at Flat No. 1A, Rashmi Tower, Post Office Motijheel, Kolkata 700074, Police Station Nager Bazar (previously Dum Dum), District North 24 Parganas [**PAN ABNPL8979K**] [**Aadhaar No. 4095 6601 1770**] **AND** (6) **MOHAMMAD SHAHIDUL ISLAM**, son of Late Md. Golam Rasul Sheikh, by faith Muslim, occupation Business, nationality Indian, residing at Kurulpara, Chhotosujapur, Post Office Chhotosujapur, PIN-732206, Police Station Kaliachak, District Malda [**PAN AATPI5459E**] [**Aadhaar No. 4846 9573 9388**] **AND** (7) **SHABNAM SAHINA BANU**, wife of Mohammad Shahidul Islam, by faith Muslim, occupation Housewife, nationality Indian, residing at Kurulpara, Chhotosujapur, Post Office Chhotosujapur, PIN-732206, Police Station Kaliachak, District Malda [**PAN AMCPB7601A**] [**Aadhaar No. 6449 4299 7658**] **AND** (8) **MOHAMMED NASIRUZZAMAN SHAIKH**, son of Late Md. Abdan Shaikh, by faith Muslim, occupation Service, nationality Indian, residing at Prantik, Panchanantala, Post Office Chaltia, PIN-742407, Police Station Baharampur, District Murshidabad [**PAN CMKPS1643F**] [**Aadhaar No. 4890 0695 3305**] **AND** (9) **RUNA LAILA**, wife of Mohammed Nasiruzzaman Shaikh, by faith Muslim, occupation Housewife, nationality Indian, residing at Prantik, Panchanantala, Post Office Chaltia, PIN-742407, Police Station Baharampur, District Murshidabad [**PAN AFGPL9023D**] [**Aadhaar No. 4539 2212 3337**] **AND** (10) **MOHAMMED NAJMUL HAQUE**,

son of Habibur Rahman, by faith Muslim, occupation Service, nationality Indian, residing at F4, 3rd Floor, Swagatam Apartment, Bibigram, Post Office Malda, PIN-732101, Police Station English Bazar, District Malda [PAN _____] [Aadhaar No. 8514 6230 9121] And (11) **HOSNEARA KHATUN**, wife of Mohammed Najmul Haque, by faith Muslim, occupation Service, nationality Indian, residing at residing at F4, 3rd Floor, Swagatam Apartment, Bibigram, Post Office Malda, PIN-732101, Police Station English Bazar, District Malda [PAN _____] [Aadhaar No. 6026 6121 7870] AND (12) **HASNARA KHATUN**, wife of S. M. Wabaidur, by faith Muslim, occupation Housewife, nationality Indian, residing at Baliaghata, Post Office Kadamtala, PIN-742224, Police Station Suti 2, District Murshidabad [PAN **BRUPK4753J**] [Aadhaar No. 8742 6149 2341] AND (13) **MOSTAFIZUR RAHAMAN**, son of Nezamuddin Ahmed, by faith Muslim, occupation Service, nationality Indian, residing at South Kadamtola, Post Office South Kadamtola, PIN-732216, Police Station Kaliachak, District Malda [PAN **BIPPR5680D**] [Aadhaar No. 8304 8284 6342] And (14) **FARIDA KHATUN**, wife of Mohammad Shahidul Islam, by faith Muslim, occupation Housewife, nationality Indian, residing at residing at South Kadamtola, Post Office South Kadamtola, PIN-732216, Police Station Kaliachak, District Malda [PAN **CPHPK0792P**] [Aadhaar No. 2675 3684 2097] AND (15) **MUNMUN AKTAR**, wife of Jahangir Alam, by faith Muslim, occupation Others, nationality Indian, residing at Harirampur, Dhanaipur, Post Office Harirampur, PIN-733125, Police Station Harirampur, District Dakshin Dinajpur [PAN **BAGPA2848R**] [Aadhaar No. 2124 0846 8190] AND (16) **WAHIDA BEGUM**, wife of Mohammed Najar Hossain, by faith Muslim, occupation Housewife, nationality Indian, residing at residing at Mandalpara, Sujapur, Post Office Sujapur, PIN-732206, Police Station Kaliachak, District Malda [PAN **AOPPB5102D**] [Aadhaar No. 8866 4743 9790] (hereinafter referred to as the **OWNERS**, which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and /or assigns) of the **FIRST PART**

AND

Valian Posession LLP, a limited liability partnership firm governed by the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 28, Vidyasagar Street, Raja Ram Mohan Sarani, Post Office Amherst Street, Kolkata-700009, Police Station Amherst Street, District Kolkata, [LLPIN - **ACA-1645**] [PAN **AAWFV6748G**], represented by one of its partners, **Shishir Gupta**, son of Late Shri Bhagwan Gupta, by faith Hindu, by occupation Business, nationality Indian, residing at 16, Amherst Row, Post Office Amherst Street, Kolkata 700009, Police Station Amherst Street, District Kolkata [PAN **AIHPG6508N**] [Aadhaar No. 7976 5702 7873] (hereinafter referred to as “the **PROMOTER**”, which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest and permitted assigns) of the **SECOND PART**

AND

(hereinafter referred to as the “**PURCHASER**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted

assigns) of the **THIRD PART**.

WHEREAS:

A. The Owners are the joint, absolute and lawful owners of the property more fully described in **Part I of Schedule A** hereto which was purchased by the Owners from time to time (hereinafter collectively referred to as “the **Said Land**”).

B. The particulars of the title of the Said Land are more fully described in **Part II of Schedule A** hereto (hereinafter collectively referred to as “the **Devolution Of Title**”).

C. By several Development Agreements the Owners had granted the exclusive right of development to the Promoter in respect of the Said Land pursuant to the said Plan (defined below) to be sanctioned by the concerned statutory authority and commercial exploitation thereon the terms and conditions mentioned therein (hereinafter collectively referred to as the said **Development Agreements**) and the Owners had also authorized the Promoter to act on behalf of the Owners for causing such development work over the Said Land by several Powers of Attorney (hereinafter collectively referred to as the said **Powers Of Attorney**). The details of the Development Agreements and the Powers of Attorney are tabulated in the Chart below:

DETAILS OF DEVELOPMENT AGREEMENTS:

Sl. No.	Name of Owners (Agreement wise)	L.R. Dag Nos.	Total Area under Development (in decimal)	Total Area under Development (in cottah)	Date and Deed Details
1.	Md Azadul Islam Mst. Reby Sultana Md Rafiqul Islam	714, 715, 716, 717, 718, 719, 720 & 721	29.8725	18.1045	Book No. I Volume No. 1904-2023 Pages 580667 to 580718 Being No. 11549/2023
2.	Md Sayed Samim Ahmed	717, 720 & 721	2.7075	1.6409	Book No. I Volume No. 1904-2023 Pages 557993 to 558033 Being No. 11548/2023
3.	Shivam Infrarealty Private Limited	714, 715, 716, 717, 718, 719, 720 & 721	29.6793	17.9874	Book No. I Volume No. 1523-2023 Pages 487832 to 487874 Being No.14445/2023

4.	Shivam Infra Realty Private Limited	714, 715, 716, 717, 718 & 720	3.6202	2.1941	Book No. I Volume No. 1523-2023 Pages 620408 to 620448 Being No.18273/2023
5.	Md Sahidul Islam Shabnam Sahina Banu	714, 715, 716, 717 & 718	3.435	2.0818	Book No. I Volume No. 1904-2023 Pages 548463 to 548506 Being No.11198/2023
6.	Md Nasiruzzaman Shaikh Runa Laila	715, 716, 717, 718 & 719	3.06	1.8545	Book No. I Volume No. 1523-2023 Pages 473560 to 473600 Being No.14093/2023
7.	Md Najmul Haque Hosnara Khatun	714, 715 & 718	3.485	2.112	Book No. I Volume No. 1904-2023 Pages 548421 to 548462 Being No.11199/2023
8.	Hasnara Khatun	714, 715, 716, 717, 718, 720 & 721	4.6108	2.7944	Book No. I Volume No. 1523-2023 Pages 539138 to 539178 Being No.15859/2023
9.	Mostafizur Rahaman Farida Khatun	714, 715, 720 & 721	3.1976	1.9379	Book No. I Volume No. 1904-2023 Pages 726744 to 726785 Being No.11201/2023
10.	Md Azadul Islam	717 & 721	4	2.4242	Book No. I Volume No. 1904-2023 Pages 924908 to 924947 Being

					No.11200/2023
11.	Munmun Aktar Wahida Begum	715, 716 & 718	2.37	1.4364	Book No. I Volume No. 1904-2023 Pages 924868 to 924907 Being No.11197/2023
		Total Area	90.0379	54.5681	

DETAILS OF POWERS OF ATTORNEY:

Sl. No.	Name of Owners (Agreement wise)	L.R. Dag Nos.	Total Area under Power (in decimal)	Total Area under Power (in cottah)	Date and Deed Details
1.	Md Azadul Islam Mst. Reby Sultana Md Rafiqul Islam	714, 715, 716, 717, 718, 719, 720 & 721	29.8725	18.1045	Book No. I Volume No. 1904-2023 Pages 559464 to 559489 Being No. 11576/2023
2.	Md Sayed Samim Ahmed	717, 720 & 721	2.7075	1.6409	Book No. I Volume No. 1904-2023 Pages 559490 to 559509 Being No. 11577/2023
3.	Shivam Infrarealty Private Limited	714, 715, 716, 717, 718, 719, 720 & 721	29.6793	17.9874	Book No. I Volume No. 1523-2023 Pages 488327 to 488346 Being No.14461/2023
4.	Shivam Infrarealty Private Limited	714, 715, 716, 717, 718 & 720	3.6202	2.1941	Book No. I Volume No. 1523-2023 Pages 620733 to 620750 Being No.18288/2023

5.	Md Sahidul Islam Shabnam Sahina Banu	714, 715, 716, 717 & 718	3.435	2.0818	Book No. I Volume No. 1904-2023 Pages 553907 to 553927 Being No.11213/2023
6.	Md Nasiruzzaman Shaikh Runa Laila	715, 716, 717, 718 & 719	3.06	1.8545	Book No. I Volume No. 1523-2023 Pages 473540 to 473559 Being No.14103/2023
7.	Md Najmul Haque Hosnara Khatun	714, 715 & 718	3.485	2.112	Book No. I Volume No. 1904-2023 Pages 553653 to 553672 Being No.11217/2023
8.	Hasnara Khatun	714, 715, 716, 717, 718, 720 & 721	4.6108	2.7944	Book No. I Volume No. 1523-2023 Pages 539342 to 539360 Being No.15868/2023
9.	Mostafizur Rahaman Farida Khatun	714, 715, 720 & 721	3.1976	1.9379	Book No. I Volume No. 1904-2023 Pages 553693 to 553712 Being No.11215/2023
10.	Md Azadul Islam	717 & 721	4	2.4242	Book No. I Volume No. 1904-2023 Pages 553888 to 553906 Being No.11214/2023
11.	Munmun Aktar Wahida Begum	715, 716 & 718	2.37	1.4364	Book No. I Volume No. 1904-2023 Pages 553673 to 553692 Being

					No.11216/2023
		Total Area	90.0379	54.5681	

D. Pursuant to the Development Agreement, the Promoter applied for and obtained sanction of the building plan vide plan no. _____ dated _____ from the sanctioning authorities (hereinafter referred to as “the **said Plan**” and shall include such alterations and/or modifications made thereto from time to time as may be permitted by the authorities concerned) for construction of a project comprising of ____ (_____) Tower/Building having G+____ (ground plus _____ upper floors) and various car parking spaces (hereinafter referred to as the “**Buildings**”) comprising of several apartments, common areas and other facilities and altogether known as “**Valentine**” (hereinafter referred to as the “**Project**”).

E. The Promoter has registered the Project under the provisions of the Act with the Regulatory Authority at Kolkata on _____ under registration no. _____.

F. The Purchaser had applied to the Promoter for purchase of an Unit in the Project vide Application (“**Application**”, more fully detailed in **Part - II of Schedule B**) on the terms and conditions recorded therein, in pursuance whereof, by and under a provisional allotment letter (“**Allotment Letter**”, more fully detailed in **Part - III of Schedule B**), the Promoter has provisionally allotted in favour of the Purchaser **All That** the Unit (“**Said Unit**”) together with such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Buildings and/or the Project, which do not form a part of the Common Areas, (“**Car Parking Space**”) for the parking of private medium sized/standard car(s) owned by the Purchaser within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Purchaser making payment of the consideration amount as well as all other dues, deposits, costs and expenses, each of which were unconditionally accepted by the Purchaser, with the tentative floor plan of the Said Unit being annexed hereto, marked as **Schedule C** (Said Unit together with the permission to park private medium sized car(s) owned by the Purchaser within the space comprising the Car Parking Space if any, hereinafter collectively shall be referred to as “**Said Flat**” as more fully described in **Part - I of Schedule B** hereunder written) in accordance with the Specifications, marked as **Schedule D** hereto together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining purchasers of the Project (hereinafter collectively referred to as the “**Common Areas**”, and more particularly described in **Schedule F** hereto)

G. Subsequently an agreement to sale dated _____ (“**ATS**”) was executed and registered at the office of the _____, in Book No. I, Volume No. _____, at Pages _____ to _____, Being No. _____ for the year _____

among the Purchaser, the Promoter and the Owners whereby the Promoter agreed to sell and the Purchaser agreed to purchase the Said Flat subject to the terms and conditions contained in the said ATS and Allotment Letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.

H. The Purchaser has from time to time as stipulated in the ATS paid the Total Price in full.

I. The Promoter with the cooperation of and involvement of the Owners has completed construction of the Project and pursuant to the Plan a Completion Certificate being No. _____ dated _____ has been issued by the concerned department/authorities and intimated the Purchaser about its intention of executing this Deed.

J. The Purchaser has now approached the Promoter for execution of this Deed which the Promoter has agreed.

NOW, THEREFORE, IT IS WITNESSETH THAT:

1. DEFINITIONS

In this Deed, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"**Act**" means the Real Estate (Regulation and Development) Act, 2016 as amended and/or substituted from time to time;

"**Agreed Consideration**" shall mean Total Price more fully described in **Schedule E** hereto paid by the Purchaser for purchasing the office unit;

"**Applicable Law**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Deed or thereafter;

"**Association**" shall mean Association of the Purchasers as set up under the West Bengal Apartment Ownership Act, 1972 or Section 8 of the Companies Act, 2013 or as per any other Applicable Laws;

"**Common Areas**" shall mean the areas, amenities and facilities within the Project specified in **Schedule 'F'** herein;

"**Common Expenses**" shall include all expenses for the management, maintenance and upkeep of the Project as indicated in **Schedule 'G'** hereto and shall be proportionately payable periodically as Maintenance Charges by all Unit Owners including the Purchaser;

“Common Purposes” shall include the purpose of managing and maintaining the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;

“Maintenance Agency” shall mean initially the Promoter or any entity/agency appointed by the Promoter for the maintenance and shall ultimately mean the Association formed in terms of this Deed;

“Unit Owners” shall according to the context, mean all owners and/or intending owners of different units for residential space in the Project.

“Masculine” gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.

“Singular” number shall include the **“Plural”** and vice versa.

2. DISCLOSURES, DISCLAIMER CONFIRMATION AND ACKNOWLEDGEMENT:

2.1 At or before the execution of this Deed the Purchaser has fully satisfied himself/itself/herself as to:

- i) The ownership of Owners in respect the said Land;
- ii) The right of the Owners to transfer and/or sell the Said Flat in terms of this Deed;
- iii) Has inspected the plan sanctioned by the authorities concerned;
- iv) The Completion Certificate issued by the concerned authorities/department;
- v) The location, lay out plan and the dimensions of each of the Said Flat;
- vi) The nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;

- vii) The nature and the extent of the rights and benefits granted and/or extended to the Purchaser as also the several obligations to be performed and fulfilled by the Purchaser, each to the satisfaction of the Promoter;
- viii) Acknowledges that the right of the Purchaser shall remain restricted to the Said Flat and that the Purchaser shall have no right over and in respect of the other parts and portions of the Project except the right to use in common the various Common Areas in common with the other Purchaser and occupiers.
- ix) Acknowledges that the terms and conditions of this Deed are fair and reasonable.
- x) Has obtained independent legal advice and the Advocates so appointed by the Purchaser have also caused necessary searches/investigation of title to be made.
- xi) Acknowledges that the said Project is a very prestigious residential building and as such the Purchaser agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing.
- xii) The Purchaser hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project.
- xiii) The Purchaser has fully satisfied himself/herself/itself as to the carpet area comprised in the Said Unit and further acknowledges that the Buildings and/or the Said Flat has been constructed erected and completed with the materials/specifications which have been detailed out in the said ATS.
- xiv) The Purchaser is fully satisfied as to the structural stability of the said Buildings.
- xv) For a regulated and disciplined use of car parking spaces, the Promoter has reserved the right to allot parking facility to the interested co-applying for the same in an organized manner whereby each such interested co-acquirers shall be allotted car parking space of the type applied by him in an identified dependent or independent space.

3. CONVEYANCE AND TRANSFER

3.1 In consideration of the payment as mentioned in **Schedule E**, the entirety whereof has been paid by the Purchaser to the Promoter at or before execution hereof and the receipt whereof the Promoter does hereby and by the Memo of Consideration hereunder written admits, the Promoter:

(A) hereby sells, conveys and/or transfers, absolutely and forever, to the Purchaser the right, title and interest in the Apartment No. _____ on the _____ floor in Tower No. _____ being constructed on the Said Land as a part of the Project, having a Carpet area of _____ square feet, more or less, and a super built-up area of _____ square feet, more or less, including the respective areas of the Balcony/Verandah, being _____ square feet, more or less, along with _____ number of open/covered Car Parking space bearing No. _____ in the ground floor of the Buildings (**Garage**) [hereinafter collectively referred to as

Said Flat] as more fully described in **Part I** of **Schedule B** herein and delineated demarcated and bordered in colour **Red** in the plan as annexed in **Schedule C** herein; and

(B) hereby grants a perpetual and non-exclusive right of undivided proportionate share in the Common Areas in common with all the other owners/occupiers in the Project (it is clarified that the Common Areas shall be sold and transferred to the Association by the Promoter), free from all encumbrances, trusts, liens, lis pendens and attachments whatsoever and all benefits and rights hereby granted to the Purchaser, and all benefits and rights hereby granted to the Purchaser, subject further to the observance and performance of the terms, conditions and stipulations as contained in this Deed and ATS and subject further to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Purchaser paying and discharging all existing and future rates, taxes, impositions, outgoings from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Said Flat and proportionately with respect to the Common Areas.

3.2 The term '**the Said Flat**' wherever used in this Deed shall include all the properties and rights mentioned in Clause 3.1 hereinabove which are being hereby sold, transferred and conveyed and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one Unit.

3.3 The right of the Purchaser shall be restricted to the said Flat together with the right to use the common areas and the Purchaser shall have no right, title or interest whatsoever in respect of the others units and garage in the Project.

3.4 In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by it in its absolute discretion, without any reference or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

3.5 The Purchaser shall use and enjoy the said Flat in the manner not inconsistent with his/her rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owners and/or of the Promoter.

3.6 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the said Flat hereby sold, conveyed, transferred, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his/her rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owners and/or of the Promoter.

3.7 The sale of the Said Flat is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule H** hereto and the common rules, terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and **Schedule I** hereto, which shall be covenants running with the Said Flat.

4. COVENANTS OF THE OWNERS AND PROMOTER

4.1 The Owners and the Promoter hereby covenants with the Purchaser that:

4.1.1 The Promoter has the right to sale, transfer and convey the said Flat to the Purchaser free from all encumbrances;

4.1.2 The Promoter shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Flat to unto and in favour of the Purchaser.

4.2 The Promoter hereby covenants with the Purchaser that the Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the Said Flat.

4.3 The Promoter hereby further covenants with the Purchaser that the Promoter has received the Agreed Consideration as mentioned in **Schedule E** and acknowledges the receipt thereof in the Memo of Consideration hereunder.

4.4 On timely and regularly paying the proportionate rates and taxes payable and observing, performing and complying with all covenants and conditions herein contained and/or on its part to be observed, performed and/or fulfilled, the Purchaser shall peacefully and quietly have and hold and enjoy the Said Flat.

4.5 The Promoter and the Owners hereby further covenant that post formation of the Association as per the applicable laws, the Promoter shall execute Deed of Conveyance of the common areas in favour of the Association. It being made clear that cost and charges including stamp duty and registration for such transfer shall be borne by the Association i.e the cost shall be shared proportionately among the Unit Owners.

5. COVENANTS OF THE PURCHASER

5.1 The Purchaser agrees, undertakes and covenants to:

(a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the said Deed (as if they were incorporated in these presents) and in this Deed and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;

(b) pay wholly in respect of the said Flat and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation. Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer and/or maintenance of the said Flat and/or relating to this Deed of Conveyance shall be paid by the Purchaser without raising any objection thereto, within 15 (fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;

- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Flat and ensure that those to the other Unit Owners are not adversely affected by any acts or defaults of the Purchaser;
- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the transfer, sale or disposal of any other unit or spaces in the Project;
- (e) not question the quantum or apportionment of the Common Expenses mentioned in **Schedule G (Common Expenses)** or the basis thereof;
- (f) not object to the user of the Common Areas (mentioned in **Schedule F** by the other Unit Owners;
- (g) comply with and honour the mutual easements, common rules and restrictions mentioned in **Schedule H**;
- (h) get the said Flat mutated in his/her name and/or separately assessed by the Panchayat or any competent authority;

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

(j) pay all future betterment/development charges etc. relating to the said Flat and/or the Common Areas.

5.2 The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the open parking areas, if any, to any other Purchaser nor to disturb the use of the allotted parking space by the concerned Purchaser.

5.3 The Purchaser hereby acknowledges that it is his/her obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of his/her Unit for the period commencing from as stipulated and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Owners and the Promoter and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

6. POSSESSION:

At or before the execution of this Deed, the Purchaser herein confirms that he/she has independently satisfied himself/herself about the right, title and interest of the Owners and the Promoter in the Said Land and/or the Said Flat, the Plans and the constructions, including the quality and specifications thereof, the net area of the said Unit, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Buildings and the completion of the Buildings, the Common Areas and the said Unit and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory possession of the Said Flat has been handed over by the Promoter to the Purchaser, which the Purchaser admits, acknowledges and accepts.

7. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter, relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of Completion Certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such, time, the aggrieved Purchaser shall be entitled to receive

appropriate compensation in the manner as provided under the Act. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him/her or acting under him/her or under his/her instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

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

- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the Said Flat, the Promoter shall 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;

- b. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Promoter shall 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;
- c. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter shall 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;
- d. If the Purchaser after taking actual physical possession of the Said Flat, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Said Unit by making any changes in the Said Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes shall not be entertained by the Promoter;
- e. 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 cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- f. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Purchaser in the manner in which same is required to be maintained.
- g. 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 Said 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.
- h. Any defect due to force majeure.
- i. Failure to maintain the amenities / equipments.
- j. Due to failure of AMC.
- k. Regular wear and tear.

1. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, 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 Said Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

Schedule A
Part-I
[Description of Said Land]

ALL THAT divided and demarcated piece or parcel of land measuring 90.0379 (ninety point zero three seven nine) decimal, more or less, equivalent to 54.5681 (fifty four point five six eight one) cottah, more or less, comprised in R.S./L.R. Dag Nos. 714, 715, 716, 717, 718, 719, 720 and 721, recorded in L.R. Khatian Nos. 3395, 3784, 3845, 3718, 3159, 3162, 3403, 3401, 3850, 3828, 3394, 3400, 3392, 3720, 3398, 3863, 3875, 3857, 3428 and 3429, Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the Jurisdiction of Patharghata Gram Panchayat, Police Station Rajarhat, Sub-Registration District Rajarhat, New Town, Kolkata-700135, District North 24 Parganas, delineated in the map/plan duly bordered in “**Blue**” attached as **Annexure A** hereto and the Said Land is butted and bounded as follows:

On the North	:	By
On the East	:	By
On the South	:	By
On the West	:	By

Part II
(Devolution of Title)

Schedule B

Part-I
(Said Flat)

ALL THAT Apartment No. _____ on the _____ floor in Tower No. _____ being constructed on the Said Land as a part of the Project, having a Carpet area of _____ square feet, more or less, and a super built-up area of _____ square feet, more or less, including the respective areas of the Balcony/Verandah, being _____ square feet, more or less, along with _____ number of open/covered Car Parking space bearing No. _____ in the ground floor of the Buildings **together with** the undivided proportionate share in the Common Areas as permissible under law.

The super Built-up area of the said Unit is _____ square feet

Part II
(Application Form)

The Purchaser had applied for allotment of the said Flat vide Sales Order No. _____ dated _____

Part III
(Allotment Letter)

The Promoter has allotted the Said Flat vide allotment letter dated _____

Schedule C

Plan of Said Unit, Plan of Car Parking Space are attached as separate sheets

Schedule D

_ [Specifications, Amenities, Facilities of the Said Unit]

1.	Foundation	:	RCC Pile Foundation.
2.	Structure	:	Earthquake resistant Reinforced Concrete Cement (RCC) framed structure with seismic compliance as per IS Code.
3.	Elevators	:	
4.	Service Elevators	:	
5.	Flooring	:	
6.	Door & Windows	:	

7.	Wall Finish and Interiors	:	
8.	Electrical	:	
9.	Bathroom	:	
10.			

General Facilities:

- Intercom facility in each unit with closed circuit TV for communication between main lobby, gate and units
- Provision for Internet connection.
- Modern Fire fighting equipments as per recommendations of WBF & ES
- 100% Power Back-up for common areas and facilities
- Main Lobby at the ground floor to be air conditioned.
- Water and Heat proofing of the roof and finished with roof tiles.
- Deep Tube-well with adequate UG reservoir for drinking and fire fighting water along with iron removal and water softener plant.
- Driveway-Greenery creepers. Floors with beautiful paver tiles.
- Decorative Boundary wall as per specification of the Architect.

Power Supply & Back Up:

Schedule E [Agreed Consideration]

1.1 The Total Consideration of Said Flat is Rs. _____/- (Rupees _____) (Total Consideration of Said Flat).

1.2 The Total Extras and deposits in respect of Said Flat has been paid by the Purchaser to the Promoter/Owner and the same has been received by the Promoter.

1.3 The Purchaser has at or before the execution hereof deposit and/or keep deposited with the Promoter a sum of **Rs.**_____ **/- (Rupees _____)** to remain in deposit with the Promoter and in the event of any default by the Purchaser in making payment of the panchayat and other rates taxes (if applicable) and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Schedule G**) within the due dates and in the manner mentioned hereunder, the Promoter in their sole discretion and without prejudice to the other rights and remedies available to the Promoter, be entitled to meet out of the said deposit the amount/s under default.

1.4 The Purchaser has fully paid all applicable taxes (GST and/or Service Tax) in respect of said Flat ("Total Tax").

1.5 The Total Consideration of the Said Flat and Total Extras and Deposits as mentioned in Clause 1.1 and 1.2 hereinabove, are hereinafter collectively referred to as the "said Total Price of the office unit".

Schedule F (Common Areas)

1. Said Land as described in **Schedule A** above
2. Lifts, Lift rooms, lift installations
3. Boundary walls
4. Main Gates, Entrances and Exits
5. Paths and Passenger Corridors
6. Driveways
7. Staircases, stairways, landing and lobbies
8. Overhead reservoirs
9. Common Toilets and fittings and fixtures
10. Wiring, electric meter for lighting for common areas etc.
11. Windows, doors, grills and other fittings of the common areas
12. Foundation
13. Transformer, Transformer Room and its installation and fittings and fixtures for lighting the staircase lobby and other common areas
14. Generator, Generator Room and its installations

15. Pump, Pump Room and its installation
16. Drains
17. Sewers
18. Underground water reservoir
19. Ultimate Roof
20. Such other common parts and portions as may be determined by the Promoter in accordance with applicable laws

Schedule G
(Common Expenses)

1. Repairing rebuilding repainting improving the Buildings as necessary and keeping the Project and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Association) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Buildings and decorating and colouring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Project.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.

7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the Buildings.
9. Cleaning as necessary of the areas forming part of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the Project and providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Buildings or Common Areas or any part thereof excepting in so far as the same are the responsibility of the individual Purchaser(s)/ occupiers of the Project.
14. Paying any other fees charged by KMC to the Owner/Purchaser/ Association/ or any other registered body with respect to the Project on and from the receiving of the Completion Certificate whatsoever respect of the Project or any part thereof.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to any individual owner/occupier of Project.
16. Generally managing and administering the development and protecting the amenities in the Project and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of the Project.

17. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Project.
19. Insurance of fire-fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
21. The provision for maintenance and renewal of any other equipment including mechanical car parking and the provision of any other service.
22. In such time to be fixed annually as shall be estimated by the Association (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this Schedule to be or expected to be incurred at any time.
23. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
24. The Purchaser (s) under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Purchaser(s) herein in respect of his/her unit in the Project

and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Purchaser makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Purchaser(s) herein over and above the monthly maintenance charges.

Schedule H

(Mutual Easements & Restrictions)

The under mentioned rights easements and quasi easements privileges of the Purchaser(s) to be enjoyed along with other co-occupiers.

- i. The Purchaser(s) shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Flat or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.
- ii. The right of access and passage in common with the Association and/or the Purchaser and occupiers of the Buildings at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Buildings and the Project.
- iii. 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 Flat with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser (s) or any person deriving title under the Purchaser (s) or the servants, agents, employees and invitees of the Purchaser (s) to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Purchaser

and the Association along such drive way and path ways as aforesaid.

iv. The right of support shelter and protection of the Said Flat by or from all parts of the Buildings so far they now support shelter or protect the same.

v. The right of passage in common as aforesaid electricity water and soil from and to the Said Flat through pipes drains wires and conduits lying or being in under through or over the Buildings and the Project so as far as may be reasonable necessary for the beneficial occupation of the Said Flat and for all purposes whatsoever.

vi. The right with or without workmen and necessary materials for the Purchaser(s) to enter from time to time upon the other parts of the Buildings and the Project for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Purchaser and occupiers of the other spaces and portion of the Buildings.

Schedule I
(Purchasers Covenants)
Part-I
(Specific Covenants)

The Purchaser agrees undertakes and covenants to:

- a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
- b) permit the Promoter, Maintenance Agency and their respective men, agents and workmen to enter into the said Unit for the Common Purposes with prior reasonable notice except in case of emergency/urgency Provided however that such right of the Promoter shall come to an end after handing over of maintenance of the Project to the Association;

- c) permit the Promoter to put up neon signs / sign board of the on the face facade of the Buildings or anywhere on the exterior of the Project, buildings therein or Common Areas free of cost and the Purchaser (s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.
- d) deposit the amounts for common purposes as required by the Maintenance Agency;
- e) use and occupy the said Unit only for the purpose of commercial use and not for any other purpose;
- f) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Buildings;
- g) keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings and/or in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units / parts of the Buildings;
- h) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines and/or air- conditioners or otherwise;
- i) maintain and/or remain responsible for the structural stability of the said Unit and not to do anything which has the effect of affecting the structural stability of the Buildings;
- j) use and enjoy the spaces comprised in the Common Portions for the Common Purposes;
- k) to pay charges for electricity in relation to the said Unit wholly.

l) (i) in the event if the unit is booked prior to obtaining of completion certificate the Purchaser shall bear and pay from the date of the Completion Certificate, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Said Land proportionately and the said Unit wholly;

(ii) In the event if the Said Unit is booked after obtaining of completion certificate, the Purchaser shall bear and pay, the Common Expenses, common portion electricity charges and all costs, expenses and other outgoings in respect of the Said Land proportionately and the said Unit wholly on completion of 15 (fifteen) days from the date of booking.

m) (i) In the event if the Unit is booked prior to obtaining of completion certificate the Purchaser shall pay from the date of issue of the Completion Certificate, the Panchayat Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Buildings and the Said Land proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Panchayat or other authorities;

(ii) In the event if the Unit is booked after obtaining of completion certificate, the Purchaser, shall pay the Panchayat Taxes and all other rates, taxes, levies, duties, charges, impositions outgoings and expenses (including water charges & taxes, if any) in respect of the Buildings and the Said Land proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Panchayat on completion of 15 (fifteen) days from the date of booking.

n. pay for other utilities consumed in or relating to the said Unit;

o. allow the other Unit Owners the right to easements and/or quasi- easements;

p. regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Panchayat Taxes and other payments mentioned herein within 15(fifteen) days of receipt of demand or relevant bill, whichever be earlier; and

q. observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes.

2. The Purchaser agrees undertakes and covenants:

a) not to damage, demolish or cause to be damaged or demolished the said Unit or any part thereof;

b) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Buildings and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;

c) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Maintenance Agency. Provided however that nothing contained herein shall prevent the Purchaser to put a decent nameplate on the outface of the main door of the said Unit;

d) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof;

e) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Buildings or the Said Land or may cause any increase in the premium payable in respect thereof;

- f) not to make or permit or play any disturbing noises or loud sounds or music in the Buildings or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
- g) not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc;
- h) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency;
- i) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs lounge or any external walls or the fences of external doors and windows including grills/gates of the said Unit which in the opinion of the Maintenance Agency differs from the colour Scheme of the Buildings or deviation or which in the opinion of the Promoter may affect the elevation in respect of the exterior walls of the Said Land;
- j) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Maintenance Agency in writing or in the manner as near as may be in which it was previously decorated;
- k) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Buildings and to deposit the same in such place only in the Project and at such time and in such manner as the Maintenance Agency may direct;
- l) not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installations of the Buildings;
- m) not to store in the said Unit or any part of the Said Land any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially

affect or expose the Said Land or any part thereof and/or the Said Land and/or any neighbouring property to any risk of fire or any accident;

- n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Buildings;
- o) not to claim any exclusive right over and/or in respect of the roof or any open land at the Project or any other open or covered areas of the Buildings and the Said Land meant to be a common area or portion;
- p) not to shift or obstruct any windows or lights in the said Unit or the Buildings and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit without the prior consent in writing of the Maintenance Agency;
- q) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;
- r) not to park or allow anyone to park any car at any place other than the space earmarked for parking cars of the Purchaser;
- s) not to sell, transfer, let out or part with possession of the said Parking Spaces, independent of the said Unit and to use the same only for the purpose of parking motor car provided however that the said parking space may be assigned to any other Unit Owners of the Buildings;
- t) not to use the said Unit for any purpose save and except for residential purpose and not to use the said Unit for any commercial, business or professional purpose including without limitation, as a doctor's chamber, diagnostic or testing unit, nursing home, computer or educational training centre, repairing centre, commercial guest house, Club House, Eatery boarding house, lodge, business centre, etc. or for commercial, illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Buildings or occupy any pathway, passages, corridor or lobby in any manner whatsoever;
- u) not to do any addition, alteration, structural changes, construction or demolition in the said Unit without prior written permission from the Panchayat and/or sanctioning authorities and other concerned authorities as also the Association and also subject to the condition that the same is not restricted under any other provision of this Deed;
- v) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do

anything to alter its current state;

w) not to make any claim of any nature whatsoever with regard to the Said Land besides the said Unit transferred hereby and the common enjoyment of the Common Portions;

x) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Buildings or shall anything be projected out of any window of the Project;

y) not to keep or harbour any bird or animal in the Common Portions of the Project and NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the Project

z) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Buildings and/or the Said Land;

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

bb) not to attach or hang from the exterior of the Buildings on any side any radio or television aerial or TV /Satellite Dish Antenna;

cc) not to interfere with the common use and enjoyment of the Common Portions by the Promoter or the other Unit Owners;

dd) not to install any loose, hanging or exposed wires or cables anywhere outside the said Unit;

ee) not to interfere with, obstruct or hinder the rights of the Promoter regarding the roofs including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the provisions of this Deed;

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

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

hh) not to install air conditioners anywhere in the said Unit save and except the places which have been specified for such installations; and

ii) not to install grills which have not been approved by the Maintenance Agency.

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

4. The Buildings constructed at the Said Land have been named as “VALENTINE”. The Purchaser and/or the Unit Owners and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever without the consent in writing of the Owners and the Promoter.

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

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

a) The said Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale, transfer and convey of the said Unit in favour of more than one Purchasers, the same shall be done in their favour jointly and in undivided shares.

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

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

7. The Purchaser shall not claim any partition of the land comprised in the Project.

8. The Purchaser shall use and enjoy the said Unit in the manner not inconsistent with his/her rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of any other Unit Owners and/or the Promoter.

9. The Purchaser shall be responsible for and shall keep the Promoter and/or the Maintenance Agency and/or the Association indemnified of from and against all damages claims demands costs charges and expenses and proceedings occasioned relating to the Said Land or any part of the Buildings or to any person due to any negligence or any act deed or

thing made done or occasioned by the Purchaser and shall be responsible for and shall keep the Promoter indemnified also against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act, omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non- observance by the Purchaser of any of the terms, conditions, covenants contained in this Schedule or elsewhere in this Deed.

10. The Purchaser agrees, undertakes and covenants not to make or cause any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the construction, completion, sale, transfer, etc. of the Buildings or any portion (other than the said Unit) thereof by the Promoter

Part - II **(Maintenance)**

1. The Said Land, the Buildings and the Common Portions shall be managed and maintained by the Maintenance Agency.

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

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

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

5. The Purchaser shall make payment of all amounts demanded by the Maintenance Agency within 15 (fifteen) days of demand or the due date for the same and in case of any delay, the Purchaser shall pay interest at the rate of 2 percent per annum compoundable monthly in respect of the unpaid amounts of Maintenance Charges, Electricity Charges, Panchayat taxes, Common Expenses and/or other payments as also interest thereon and there shall be restriction on sale, transfer, lease or tenancy of the said Flat till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 7 below.

6. Apportionment of any liability of the Purchaser in respect of any item of expense, taxes, dues, levies or outgoings payable by the Purchaser shall be done by the Maintenance Agency whose decision shall be final and binding on the Purchaser and the Purchaser shall

not be entitled to raise any dispute or objection thereto.

7. The Maintenance Agency shall charge Maintenance Charges at such rate per square feet of Super Built-up Area per month as may be decided by the Maintenance Agency and the Maintenance Agency shall be entitled to revise the Maintenance Charges from time to time.

8. The Maintenance Agency shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the Said Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Panchayat Taxes, Common Expenses and/or other payments by the Purchaser after giving 1 (one) month notice in writing.

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

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

Part - III **(Association)**

1. After handing over possession of all the Said Units in the Buildings, the Promoter and the Owners, shall take steps for formation of the Association in consultation with all the Unit Owners for the maintenance and management of the Common Portions described in **Schedule-F**, the Buildings and other areas at the Said Land. The maintenance of the Buildings shall be made over to the Association by the Maintenance Agency and upon such making over, the Association shall be responsible for the maintenance of the Buildings and the Project. The Maintenance Agency shall make payment of the expenses relating to the period prior to the handing over of maintenance to the Association. The Maintenance Agency shall hand over all deposits lying with it after deduction/ adjustment of all dues, to the Association for smooth running. Such Association may be an association, syndicate, committee, body, society, company or an entity as the Promoter may decide. The Purchaser shall, within 15 days from receiving a request from the Promoter, become a member of the Association formed or to be formed at the instance of the Promoter.

2. All papers and documents relating to the formation of the Association shall be prepared and finalized by, Jautush Chaudhuri, Advocate and the Purchaser hereby consents to accept and sign the same and to assist the Promoter in all respects in formation of the Association.
3. The employees of the Maintenance Agency for the common purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. may be employed and/or absorbed in the employment of the Association if the Association agrees for same and there will be no binding on the Association to absorb them. It is however made clear that all past dues of such employees relating to the period upto the date of the Completion Certificate shall be paid by the Promoter without any liability of the Purchaser and thereafter for the period upto handing over of the maintenance to the Association shall be settled by the Maintenance Agency from the maintenance charges payable by the Unit Owners. The Association shall issue fresh appointment letter to such employees, if any, appointed by them, and shall not be responsible for their past dues. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.
4. The Articles, Rules, Regulations etc. of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
5. Notwithstanding anything contained elsewhere herein, the Purchaser and all Unit Owners shall bear and contribute / pay all proportionate costs and expenses for formation, including professional charges, and the functioning and upkeep of the Association, as determined by the Association, without any demur or delay.
6. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Buildings or the Project.
7. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate

interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreement for Sale of Units and the Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.

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

9. All the Unit Owners may unanimously change, alter, add to, amend or modify the Rules and Regulations of the Association and frame such other rules, regulations and/or bye-laws for the Common Purposes, the quiet and peaceful enjoyment of the said Units by their respective Purchaser or for the mutual benefit of the Unit Owners subject to the condition that no change, alteration, addition, amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Agreement for sale and/or the Deeds of Conveyance executed by the Promoter in favour of the Unit Owners.

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

11. From the date of handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Buildings and the Project and/or any maintenance, security, safety or operations including relating to fire- fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, installations, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Buildings and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit

Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire licence, etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, none of the Promoter and/or their directors, employees or agents shall have any liability or responsibility whatsoever under any circumstance.

Part - IV
(Mutation, taxes and impositions)

1. The Purchaser shall apply for and obtain within six months from the date thereof, mutation, separation and/or apportionment of the said Unit in his/her own name without in any way making or keeping the Promoter liable and/or responsible in this regard on any account whatsoever. The Promoter shall fully co-operate with the Purchaser in this regard and shall sign all necessary papers including no objection, consent etc., if and when required.

2. In case of default, the Promoter or the Maintenance Agency, as the case may be, will be entitled to get the said Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 15 (fifteen) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 12(twelve) per cent per annum with quarterly rests.

3. Until such time as the said Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Said Land and/or the Buildings (**Impositions**) shall be proportionately borne by the Purchaser.

4. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Unit booked prior to obtaining of completion certificate would accrue with effect from the date of Completion Certificate and for the said Units booked post completion certificate would accrue on completion of 30(thirty) days from the date of booking.
6. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser .

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

SIGNED AND DELIVERED by the
Owners at Kolkata in the presence of :

SIGNED AND DELIVERED by the
Promoter at Kolkata in the presence of :

SIGNED AND DELIVERED by the
PURCHASER at Kolkata in the presence of :

MEMO OF CONSIDERATION

RECEIVED of and from the within-named Purchaser the within- mentioned sum of **Rs.**_____/- (**Rupees** _____) being full Total price of the Said Flat paid to the Promoter under these presents

[Promoter]

Witnesses: