

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this the _____ day of _____, **TWO THOUSAND AND NINETEEN (2019)**

BETWEEN

M/S EXCEL TEA MACHINERY PRIVATE LIMITED (PAN AABCE2883R) (CIN U27310WB199OPTC048 841), a company within the meaning of the Companies Act , 2013 having its registered office at 1 & 2, Old Court House Corner, Kolkata 700001 represented by the Director of the Developer being Constituted Attorney **Sri Surendra Kumar Sharma, (PAN ALPPS1255D)**, son of Late C L Sharma, by faith – Hindu, by occupation – Business, by Nationality-Indian, residing at 3 Mayfair Road, Post Office – Ballygunge, Police Station -Karaya, Kolkata-700019 hereinafter referred to as the **LANDOWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office /interest and assigns) of the **FIRST PART;**

AND

Mr./Ms. _____ (Aadhaar no. _____) son / daughter of _____, residing

AND

M/S.ANKUR NIRMAN PRIVATE LIMITED (PAN AAGCA3994G) (CIN U4500WB2007PTC116826), a Company incorporated under the Companies Act, 2013 having its registered office at 10, Clive Row, 2nd Floor, Room No. 206/4, Post Office- GPO, Police Station-Burrabazar, Kolkata – 700 001, represented by one of its Directors, **Sri Surendra Kumar Sharma, (PAN ALPPS1255D)**, son of Late C L Sharma, by faith – Hindu, by occupation – Business, by Nationality-Indian, residing at 3 Mayfair Road, Post Office – Ballygunge, Police Station -Karaya, Kolkata-700019 (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office /interest and assigns) of the **THIRD PART;**

VENDOR/DEVELOPER/ PURCHASER/S are collectively referred to as Parties and individually as Party.

WHEREAS –

- A)** The land owner abovenamed is the absolute owner of **ALL THAT** piece and parcel of Land admeasuring an area of 120 Decimals (Sataks) equivalent to 72 Cottahs 9 Chittacks 27 Sq. ft. (more or less) lying and situate at and within R.S. Dag No. 637, 656,657, 658, 659, 660, 661/2017, 661 & 662 corresponding L.R Dag no. 600, 620, 621, 622, 623, 624, 625, 626 & 627 respectively, R.S. Khatian Nos. 1203, 1223, 1398, 1364, 1393 & 336, L.R Khatian no. 1748 all have been classification bastu within Mouza : Bankra, J.L. No. 55, R.S. No. 1954, Touzi No. 3989, Howrah, Post Office - Police Station: Domjur, District: Howrah, West Bengal
- B)** The Promoter entered into **Development Agreement** with the Owners dated 14.06.2019 is respect of the Land being **ALL THAT** piece and parcel of Land admeasuring an area of 120 Decimals (Sataks) equivalent to 72 Cottahs 9 Chittacks 27 Sq. ft. (more or less) lying and situate at and within R.S. Dag No. 637, 656,657, 658, 659, 660, 661/2017, 661 & 662

corresponding L.R Dag no. 600, 620, 621, 622, 623, 624, 625, 626 & 627 respectively, R.S. Khatian Nos. 1203, 1223, 1398, 1364, 1393 & 336, L.R Khatian no. 1748 all have been classification bastu within Mouza : Bankra, J.L. No. 55, R.S. No. 1954, Touzi No. 3989, Howrah, Post Office - Police Station: Domjur, District: Howrah, West Bengal conceptualized the setting up and establishment of a **Commercial Market** (hereinafter referred to as the **ANKUR MARKET**) on the said land.

- C)** The Bankra-1 Gram Panchayet has granted the Commencement Certificate to develop the project vide approval dated 23.09.2019 bearing registration no/Plan no . 179/032/HZP/EP/PS-7
- D)** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building from Howrah Municipality. The Promoter agrees and undertakes that it shall not make any change in any Block/s to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- E)** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at under registration no. HIRA/.....
- F)** **ANKUR MARKET** comprise of Shop rooms/ Commercial Spaces / Showrooms /Business Centres / Business Modules /Business Cubicles / Retail Spaces /Sales Windows /Display cum Sales Racks and Earmarked Spaces for carrying on business activities etc. capable of being held and/or enjoyed independently of each other and to be used and utilised in accordance with the Scheme of the ANKUR MARKET.
- G)** **ANKUR MARKET** spanning the entire land has been designed to include within its periphery, passages, carriage ways, pedestrian foot ways, aesthetic areas, electrical sub stations, transformer spaces, administrative spaces, common utility areas, lighting systems, reservoirs, plumbing network, electrical network, duct, drain, sewers
- H)** The **PROMOTER** duly commenced the construction of ANKUR MARKET and the Purchaser herein evinced an intention to purchase **ALL THAT** the Unit being **Unit No** admeasuring **Carpet Area Corresponding to** **Sq ft. Super Built Area** on the **Floor** together with the undivided impartible proportionate share in the land wherein the said Unit is situated. (The said **UNIT** intended to be sold herein is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and where the context so demands referred to as the **UNIT**).
- I)** The Terms and conditions and Consideration for sale of the Unit described in the **SECOND SCHEDULE** is **Rs...../- (Rupees**) only and the Parties herein have entered into an agreement for sale dated
- Y)** The Common Facilities and Amenities for the use and enjoyment of Unit owners in the ANKUR MARKET shall be as described in the **THIRD SCHEDULE** hereunder written and the Purchaser shall be under an obligation to pay and bear for the common expenses as described in the **FOURTH SCHEDULE** hereunder written. The Common Rules and Regulations shall be as described in the **FIFTH SCHEDULE** hereunder written and/or described.

NOW THIS DEED OF CONVEYANCE WITNESSETH :

That pursuant to the said agreement dated and the terms and conditions as stated therein and in consideration of the sum of **Rs...../- (Rupees**), paid by the Purchaser to the **PROMOTER** (receipt whereof the **VENDOR/ DEVELOPER** herein hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser) the **PROMOTER** doth hereby, Sell, Convey and Transfer by way of sale unto the Purchaser **ALL THAT** the Unit being **Unit No** admeasuring **Carpet Area Corresponding to Sq ft. Super Built Area** on the **Floor** together with the undivided impartible proportionate share in the land wherein the said Unit is situated together with the proportionate right to use the common parts, areas and (the Property hereby sold, transferred and conveyed is morefully detailed in and described in the **THIRD SCHEDULE** hereunder written and delineated on the Plan thereof hereto annexed by **RED** coloured boundary line) **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And **ALL** the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the **PROMOTER** to the said Demised Space and other the appurtenances thereto and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the unit wholly and in respect of the ANKUR MARKET proportionately to the Government or the Municipality and /or the Panchayet or any other public body or local authority in respect thereof **AND** the **PROMOTER** doth hereby covenant with the Purchaser that, (1) the **PROMOTER** now have in themselves good right and full power to convey and transfer by way of sale the said **DEMISED UNIT** and other the appurtenances thereto hereby conveyed or Intended so to be unto and to the use of the Purchaser in the manner as stated in the agreement and in the manner as stated herein. (2) The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy. or possess and enjoy the said **UNIT** hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her/their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the **PROMOTER** or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them., (3) the Purchaser shall hold the **UNIT** free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the **PROMOTER** and well and sufficiently saved, defended, kept harmless and indemnified of. from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the **PROMOTER** or by any other person or persons claiming or to claim by, from, under or in trust for them; (4) the **PROMOTER** and all persons having or claiming any estate, right, title or Interest In the **UNIT** , and premises hereby conveyed or any part thereof by, from. under or in trust for the **PROMOTER** or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser, his heirs, executors or administrators and assigns shall be reasonably required.

The **PURCHASER** herein and the **PROMOTER** mutually covenant as follows:-

- 1) The Purchaser shall be entitled Common Facilities and Amenities for the use and enjoyment of Unit owners in the ANKUR MARKET shall be as described in the **THIRD SCHEDULE** hereunder written
- 2) The Purchaser shall be under an obligation to pay and bear for the common expenses as described in the **FOURTH SCHEDULE** hereunder written wholly for the Demised Space and proportionately for the ANKUR MARKET.
- 3) The Purchaser shall be under an obligation to abide by the Common Rules and Regulations shall be as described in the **FIFTH SCHEDULE** hereunder written and/or described.
- 4) The proportionate share in the common parts and to use the said common Parts in common with the other Co-owners and occupiers of other units being the Administrative Office, if any, Security and Security Room, if any, Service Areas and other Common Areas whatsoever including those mentioned in the Third Schedule hereunder written and/or given meant for the maintenance of essential services at the said ANKUR MARKET and for the better use and enjoyment of the several Unit/s, Shop/s, Office/s and Space/s etc. built, developed, erected, promoted and constructed in the said complex but shall not include the portion or areas not transferred or intended to be transferred herein and kept exclusively at the disposal of **PROMOTER** .
- 5) The purchaser herein further assures and covenants with the **PROMOTER** that for the use and enjoyment of the UNIT the purchaser herein and the purchaser of other units in the Project shall for all times to come agrees not to And Shall Not:-
 - i. In any manner interfere or hinder or obstruct the completion of the ANKUR MARKET and/or the other Unit/s, etc. or any part thereof by the **PROMOTER**.
 - ii. Raise or cause to raise any objection of whatsoever nature in the matter of completion of the said Project and construction of the said Unit/s and/or construction of further structure/s thereupon on the ground of disturbance or annoyance or any other ground whatsoever.
 - iii. be entitled to raise any dispute or claim on account of any damages for on account of the completion of the said Project and construction of the said Unit/s, etc and/or construction of further structure/s thereupon.
 - iv. Claim any other right other than what is sold and transferred And other than what is required under law Save the right of acquiring the said Unit/s, and the properties appurtenant thereto and save the right hereby transferred the Purchaser/s herein and shall not have any rights, titles, interests, claims or demands whatsoever over and in respect of the other parts or portions of the said Project and the said premises save and except proportionate share in the common area/s, facility/facilities, amenity/amenities, path/s, passage/s etc. meant for the various owner/s and occupier/s at and under the said project/s as well as in the common parts or areas as described and explained.

- v. be entitled to raise any objection to the Owner/ Developer making any additions and /or reductions to the total area of the ANKUR MARKET and in the Owner/ Developer dealing with the said added lands or reduced lands and /or constructions thereupon and consents to the scheme of the ANKUR MARKET as may be ultimately formulated by the Owner/Developer.
- vi. Use the said Unit in such manner nor commit any act, which may in any manner cause nuisance or annoyance to the Purchaser/s herein and/or owners and/or occupiers of other Unit. in the said Project and/or the said premises and/or the neighboring properties;
- vii. Challenge the imposition of any betterment fees taxes and other levies charges imposed (which may or may not be specifically mentioned herein) by the Government or any other authority relating to the said lands and/or the said unit/constructed space shall be paid and borne by the Purchaser proportionate to his/her/its interest therein and those relating only to the said unit/constructed space shall be borne solely and conclusively by the Purchaser.
- viii. bear and pay Proportionate share of any additional facility or amenity provided for in the said ANKUR MARKET for the benefit of all the Unit holders/Unit owners.
- ix. At any stage in the event of the **PROMOTER** providing any additional materials facilities or gadgets over and above what has been agreed upon for the benefit of the unit holders of the building/block the Purchaser shall be liable to make payment of the proportionate share in respect thereof and the same shall do form part of the common portions. However, whether such additional facilities or amenities are to be provided for will be entirely at the sole discretion of the **PROMOTER** and the Purchaser hereby consents the same.

6) **RESERVED RIGHTS** – The following rights have been reserved by the **PROMOTER** :

- a. The right to use or permit to be used all the exterior walls including the Roof of the various buildings for display of hoardings.
- b. The right to use or permit to be used all the exterior walls and the Roof of the various buildings for the purpose of putting up neon sign and other advertisement material.
- c. The right to use or permit to be used the outer walls and Roof of the various buildings for such purpose as the Seller may in its absolute discretion without any objection from the Purchaser or any person claiming through or under it.
- d. The right to make any further construction by constructing further floor/floors, or by covering the roof by erecting shed in accordance with law.
- e. The right to install Dish Antenna, Telecom Tower etc.

f. The right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required.

7) The Purchaser/s acknowledge/s at or before entering these presents that the **PROMOTER** has made known to the Purchaser/s that the **PROMOTER** has already acquired and /or shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the First Schedule land and shall be entitled to provide all facilities and/or utilities existent First Schedule land to any new building and/or buildings which may be constructed on the said Additional Area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Phase land to the new building and/or buildings which may be constructed on the Additional Area including drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be provided in the said Complex and or First Phase land in terms of this agreement and the First Schedule land and the Additional land shall ultimately comprise the ANKUR MARKET.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE TOTAL LAND)

ALL THAT piece and parcel of Land admeasuring an area of 120 Decimals (Sataks) equivalent to 72 Cottahs 9 Chittacks 27 Sq. ft. (more or less) lying and situate at and within R.S. Dag No. 637, 656,657, 658, 659, 660, 661/2017, 661 & 662 corresponding L.R Dag no. 600, 620, 621, 622, 623, 624, 625, 626 & 627 respectively, R.S. Khatian Nos. 1203, 1223, 1398, 1364, 1393 & 336, L.R Khatian no. 1748 all have been classification bastu within Mouza : Bankra, J.L. No. 55, R.S. No. 1954, Touzi No. 3989, Howrah, Under Bankra-1 Gram Panchayet, Police Station: Domjur, District : Howrah-711403, West Bengal

:THE SECOND SCHEDULE ABOVE REFERRED TO:
(THE UNIT)

ALL THAT the Commercial Unit being **Unit No** admeasuring **Sq ft. Carpet Area Corresponding to** **Sq feet Built Up Area** on the **Floor** having cemented floor together with the undivided impartible proportionate share in the land wherein the said Unit is situated together with the right to use and enjoy all common spaces, areas and parts in or around the said building including its easement rights, liberties and amenities together with the right to use and enjoy all common spaces, areas and parts in or around the said building including its easement rights, liberties and amenities as provided in the ANKUR MARKET. The Said Unit is delineated and demarcated in the Map or Plan annexed hereto and marked in the colour **RED**.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Parts Areas and facilities)

FACILITIES

Lifts	4 Nos. Heavy duty automatic modern goods cum passenger lifts of reputed brand
Main Entrance	Main entrance flooring and steps finished in mix of well designed & decorated with vitrified tiles
	All the wall facia abutting the entrance shall be finished in granite or vitrified tiles
	Well lit main entrance

	Well lit paved driveway for all vehicle and man movement
Shops / Units	Shop flooring finished with vitrified tiles
	Walls inside inside the shops shall be finished in PoP, ready to paint
	All shops shall be fitted with strong iron rolling shutters
	Copper electrical wiring through conduit pipes inside each shop with sufficient 2 or 3 points
Basement	Easy entry / exit ramp for basement
	Markings for parking of goods vehicles, two-wheeler and four wheelers in basement
	Proper signages, lighting, ventilation, fire-fighting in basement
Common Finishes	Common corridors and passage inside the market shall be finished in vitrified tiles
	Lift facia shall be finished in granite / vitrified tiles
	All relevant signages for entrance / exit / fire / lifts / stairs / washrooms
	All common area walls shall be finished in putty & final acrylic emulsion paint
Staircases	3 nos. wide staircases with natural light finished in Restiles
	1 no. central staircase in atrium area with Restiles and stainless steel hand rail
Bathrooms	Spacious & well ventilated common bathrooms in each floor
	Flooring and walls of common bathroom to be finished in vitrified tiles
	Common bathrooms shall be fitted with light coloured sanitary ware & CP fittings of reputed make
Fire Fighting	Large sized underground fire reservoir with separate fire water pump
	Fire Alarm system, extinguishers, hosepipes etc.. on each floor
	All fire detection, protection, fire-fighting as per West Bengal Fire Services norms
Security	CCTV cameras covering all common area viz; main gate, basement, floors , driveway etc
	Appropriate nos. of security guards
	Strong main gate
Water	Each floor to have pre-installed water filter with drinking water dispenser
Electric & Power backup	Sufficient load capacity for each unit
	Power back up thru dedicated genset for all common lighting, pumps and lifts
	Limited power back up supply to each shop thru genset at extra cost *

(COMMON PORTIONS)

- (1) Lift , lift shaft and lift machinery and headroom.
- (2) Staircase.
- (3) Water and plumbing equipment.
- (4) Common installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
- (5) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Unit.
- (6) Other facilities or installations, if any provided for the common use of the Unit Owners of the Premises .

- (7) Common water reservoirs, water tanks, water pipes (save those inside any Unit) and water from available sources (if any, allowed by the Corporation/Jila Parishad/ Panchayat/ Local Authority) appurtenant to the Buildings.
- (8) Pumps and motors.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

- 1) The proportionate expenses of maintaining, redecorating, cleaning, operating, repairing, white washing, paintings, reconstruction, rebuilding, lighting etc. of the main structures and in particular the fresh and rain water pipes, drains and sewerages, underground and underground tank and reservoir electric wires its fittings and fixtures, electrical bulbs, lights and its switch boards as a whole, water pumps meter and other appliances, Fire fighting equipments, Cable Ducts, Drainage & Sewerage lines, Lift, Gardens, ducts and vents and passages in or under or upon the Project and its land and as enjoyed and used by the Purchaser/s in common with other occupier/s of the Unit and all its exterior walls, doors windows, grills and glasses and the boundary walls of the building compounds and all its land and the terrace.
- 2) The proportionate costs and cleaning and lighting the Common Areas, Common way/s, Passage/s, Path/s, Common Areas and Water Pump/s as enjoyed and used by the Purchaser/s, in common as aforesaid and keeping the same in good and habitable conditions.
- 3) The proportionate costs of the payments made to the clerks, durwans, sweepers, mistries, caretakers, watchman, wards, electricians and other contractors if any appointed by the **PROMOTER** and/or the Maintenance Company and Association when formed.
- 4) The proportionate costs of works and maintenance, replacement and/or repair of the common lightings, fittings and fixtures etc., and all other service charges of the services rendered and of the other equipments and amenities used in common and for the common purpose.
- 5) The proportionate costs of the Municipal Taxes and all other taxes and other outgoing levied on the said Demised Space or on the whole land of the said premises.
- 6) The proportionate costs of the litigations and/or expenses incurred for the said premises and land and on the said buildings for the common purposes.
- 7) The proportionate costs/charges of and expenses for maintaining and operating the Generator and any other such machineries, all supplementary equipments and any other amenities, if and when installed.
- 8) Maintenance charges and operating charges for lift.
- 9) Salary etc. of staff of Association.

- 10) Such other expenses as are deemed by the Owner and/or Maintenance Company or Association whichever the case may be necessary or incidental for the maintenance, managements, supervision and upkeep of the said building and the said premises.
- 11) Maintenance charges.
- 12) Sinking fund.
- 13) Municipal charges and the deposits.
- 14) Costs and expenses towards Installation of the High Tension Line and equipment installation costs and Generator Installation Costs and Electricity Meter installation costs

THE SIXTH SCHEDULE ABOVE REFERRED TO
(RULES AND REGULATIONS)

- 1) As from the date of possession of the said unit/constructed space the Purchaser agrees and covenants–

The following rights have been reserved by the **Promoter:-**

- g. The right to allot car parking spaces to intending allottees in the parking areas as may be decided by the Promoter as the Allottee herein has not acquired any right to any parking space.
- h. The right to use or permit to be used all the exterior walls including the Roof of the various buildings for display of hoardings.
- i. The right to use or permit to be used all the exterior walls and the Roof of the various buildings for the purpose of putting up neon sign and other advertisement material.
- j. The right to use or permit to be used the outer walls for such purpose as the Seller may in its absolute discretion without any objection from the Purchaser or any person claiming through or under it.
- k. The right to make any further construction by constructing further floor/floors, or by covering the roof by erecting shed in accordance with law.
- l. The right to install Dish Antenna, Telecom Tower etc and retain all revenues arising therefrom.
- m. The right of access over all roads, pathways, infrastructure, communication system and integration thereof and/or addition thereto as may be required.
- n. The right of the Promoter to extend the Project by integrating adjacent land and the Purchaser/s acknowledge/s at or before entering these presents that the Promoter has made known to the Purchaser/s that the Promoter shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the Project land and shall be entitled to provide all facilities and/or utilities existent in the project to any new building and/or

buildings which may be constructed on the said Additional Area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions to the new building and/or buildings which may be constructed on the Additional land and for the purpose amenities including drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be provided in Ankur Market shall be shared as common amenities.

- o.** No goods or wares shall be allowed to be placed / stored / displayed / stacked in any common areas and the he lobbies, entrances and stairways of the Building shall not be obstructed or used for any other purpose other than ingress to and egress from the unit/constructed space in the Building.
- p.** Allottees or their staffs shall not create any nuisance in the open spaces, stairways or lifts.
- q.** No Allottees shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall play upon or suffer to be played upon musical instrument or permit to be operated a phonograph or radio or television loud speaker in such manner if the same shall disturb or annoy other occupants of the building.
- r.** Each allottee shall keep such building in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- s.** No article shall be allowed to be placed in the halls or on staircase landings or fire towers nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Building. No fences or partitions shall be placed or affixed to any terrace without the prior approval by the Promoter .
- t.** 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 for maintenance of Ankur Market.
- u.** 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.
- v.** Water closets and other water apparatus in the building shall not be used for any purpose other than that those which are constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of water closets or apparatus shall be paid for by the Allottees in whose building it shall have been caused.
- w.** No radio or television aerial/dish antenna shall be attached to or hung from the exterior of the building.

- x.** Garbage and refuse from the unit shall be deposited in such place only in the Building and at such time and in such manner as the Promoter may direct.
- y.** No vehicle belonging to a Purchaser or guest, sub-tenant or employee of the Purchaser shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the building by another vehicle.
- z.** The Purchaser shall not have any right in respect of the Car Parking Space and shall not use the parking spaces or not raise any or put up any kutchra or pucca construction gridded wall/enclosures thereon, not to use the parking area or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space and in case a car parking space has not been purchased the allottee shall not have or claim any right whatsoever over and in respect of the Car parking spaces and shall not park car on the pathway or open spaces of the building or at any other place except the space (if) specifically allotted to it.
- aa.** The allottee after completion of transfer shall in course of its use and occupation of the said unit the purchaser shall ensure that:-
 - (i) The Purchaser shall install adequate fire protection/suppressant systems/measures in running and working condition.
 - (ii) The unit shall be equipped and fitted with required anti pollution equipment so as to ensure that the surrounding environment and the surrounding units is within the specified limits of pollution.
 - (iii) The said unit shall not be used as a place for keeping pets .
 - (iv) The said unit shall have adequate measures for releasing and /or disposal of treated /untreated effluents discharge.
 - (v) The said unit is not used as a storehouse or godown and item and fuels like, high speed diesel oil, light diesel oil and other such petroleum products which is required for a manufacturing process, which may or may not be substantially or totally consumed during a manufacturing process but does not necessarily form part of the end product;
 - (vi) The Purchaser shall not use or keep in or on the Premises, the Building, or the Project any kerosene, gasoline, explosive material, corrosive material, material capable of emitting toxic fumes, or other inflammable or combustible fluid chemical, substitute or material.
 - (vii) The purchaser shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Promoter or other occupants of the Project by reason of noise, odors, or vibrations, or interfere with other purchasers or those having business therein,

- (viii) The said unit shall not draw power in excess of the allowed load in respect of the said unit.
- (ix) That the Allottee shall not claim any electricity or continuous supply in as much electricity availability dependant on supply.
- (x) The Allottee shall ensure that the antecedents of all its men, agents and servants are adequately verified prior to being allowed entry within the precincts of the Ankur Market.
- (xi) The Allottee shall ensure that the Identity of all its men, agents and servants leaving and joining its services are intimated to the Promoter or to the Holding Organisation.
- (xii) The Allottee shall not alter any lock or install any new or additional locks or bolts at any place save and except the said unit.
- (xiii) In as much as the Promoter reserves the right to close and keep locked all entrance and exit doors of the Building during such hours as are customary the Allottee, its employees, agents or any other persons entering or leaving the Building at any time when it is so locked, or any time when it is considered to be after normal business hours for the Building, may be required to sign the Building register and access to the Block may be refused unless the person seeking access has proper identification or has a previously arranged pass for access.
- (xiv) The Allottee shall be responsible for all acts of omission and commission of its men, agents and servants.
- (xv) The Promoter shall have the right to prescribe the weight, size and position of all objects, equipment and machinery and other heavy property brought into the Block and any damage arising therefrom to any part of the Building, its contents, occupants or visitors by moving or maintaining any such safe or other property shall be the sole responsibility and expense of Purchaser.
- (xvi) The toilet rooms, urinals, wash rooms and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Allottee who or whose servants, employees, agents, visitors or licensees shall have caused same.
- (xvii) The Allottee ensures that if the Premises is or becomes infested with vermin as a result of the use or any misuse or neglect of the Premises by Allottee its agents, servants, employees, contractors, visitors or licensees, The Allottee shall forthwith cause the Premises to be exterminated from time to time.

- (xviii) The Allottee shall immediately expel any person who, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulation.
- (xix) The Allottee shall not waste electricity, water or air conditioning and agrees to cooperate fully with the Promoter .
- (xx) The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the Building shall not be covered or obstructed by the Allottee, nor shall any bottles, parcels or other articles be placed on the windowsills.
- (xxi) The Allottee hereby acknowledges that Promoter shall have no obligation to provide guard service or other security measures for the benefit of the said unit save and except the project.
- (xxii) The Allottee hereby assumes all responsibility for the protection of its agents, employees, contractors, invitees and guests, and the property thereof, from acts of third parties, including keeping doors locked and other means of entry to the said unit,
- (xxiii) The Allottee shall obtain its own insurance coverage.
- (xxiv) The Allottee shall not use in any space or in the Building, any hand trucks except those equipped with rubber tyres and rubber side guards.
- (xxv) The Allottee shall not conduct any fair or activities similar thereto in the Premises without the prior written consent of Promoter .
- (xxvi) The Promoter reserves the right at any time to change or rescind anyone or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in Promoter's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, Building, the Common Areas and the Project, and for the preservation of good order therein, as well as for the convenience of other occupants and Allottees therein, and shall provide the Allottee notice of all such changes. The Promoter may waive anyone or more of these Rules and Regulations for the benefit of any particular Allottee, but no such waiver by Promoter shall be construed as a waiver of such Rules and Regulations in favor of any other Allottee, nor prevent Promoter from thereafter enforcing any such Rules or Regulations against any or all Purchaser of the Project. The Purchaser has read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.
- (xxvii) These office rules may be added to, amended or repealed at anytime by the Promoter and after formation by the Society/Association.
- (xxviii) The Allottee agrees that the Promoter shall have the right to raise Monthly common area maintenance bills which shall be calculated on the super built area of the Unit

as elaborated in the allotment letter of the units and the charges shall include for common area electric bill, generator charges, housekeeping, security, annual / monthly common area maintenance charges of other machineries equipments for smooth functioning of the complex and the Allottee shall make payment of the same without any delay failing which the maintenance services may be affected, in such manner which shall cause inconvenience to all other allottees in the Project 'Ankur Market'.

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

SIGNED AND DELIVERED BY THE LANDOWNER

at Kolkata in the presence of:

WITNEESES:

- 1.
- 2.

SIGNED AND DELIVERED BY THE PROMOTER/DEVELOPER

at Kolkata in the presence of:

WITNEESES:

- 1.
- 2.

SIGNED AND DELIVERED BY THE PURCHASER

at Kolkata in the presence of:

WITNEESES:

- 1.

MEMORANDUM OF CONSIDERATION & RECEIPT

RECEIVED from the within-named Purchaser/s herein the within mentioned sum of **Rs...../- (Rupees Hundred)** only being the consideration money as per memo below:

MEMO OF CONSIDERATION

Bank Name	Cheque No.	Date	Amount

(Rupees) only.

WITNESSES:

1.

PROMOTER

2.