

DEED OF CONVEYANCE

THIS **DEED OF CONVEYANCE** is made on this the _____ day of
in the year (Two Thousand and)

BETWEEN

BENGAL GHG DEVELOPERS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, as amended till date, having its registered office at 80, Bentinck Street, Kolkata – 700 001, Post Office and Police Station Hare Street (**PAN AADCB1649Q**), represented by its Directors **1) SRI KESHAV KUMAR GUPTA**, son of Sri Hiralal Gupta, by faith Hindu, by occupation Business, residing at 80, Bentinck Street, Post Office and Police Station Hare Street, Kolkata – 700 001 (**PAN – AFWPG1480M**) and **2) SRI MAHESH KUMAR AGARWAL**, son of Late Ramananda Agarwal, by faith Hindu, by occupation business, residing at 159, Rabindra Sarani, Post Office and Police Station Burrabazar, Kolkata – 700 007 (**PAN – ACQPA6110M**)

(**Promoter**, which expression shall include its successors and assigns and/or assigns)

And

Mr/Ms. _____, son/daughter of _____, aged about _____, residing at _____ (**PAN** _____)

(**Purchaser/s**, which expression shall include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

Promoter and Purchaser referred to as such or as **Party** and collectively **Parties**.

WHEREAS:

1. The Promoter is the absolute and lawful owner of All That piece and parcel of mokorari mourashi bastu land measuring about 3 Bighas 15 Cottahs 10 Chittaks 26 Sq. feet, together with new buildings constructing thereon, situated at part of Holding No. 24/2, Onkarmal Jetia Road, (corresponding to Dag No. 179, under Khatian Nos. 128, 133, 134, 135, 137, 138, 139 & 140, within Mouza Shibpur, Touzi No. 798), P.S. Shibpur, District Howrah, within H.M.C. ward No. 38, hereinafter referred to as the **“Said Property”**, which is more particularly described in **Schedule A** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “1”**. The entire property of present Holding No. 24/2, Onkarmal Jetia Road (previously 1, Onkarmal Jetia Road), P.S. Shibpur, District Howrah, previously known as 24, Onkarmal Jetia Road, originally belonged to Sri Kishorilal Jatia and Sri Onkarmal Jatia, both sons of Late Ramjilal Jatia, who became joint owners of the said property by purchase through four separate deeds, which were registered before the District Sub-Registrar, Howrah and recorded in a) Book No. 1, Volume No. 30, pages 92 to 96, being no. 1532 for the year 1907, b) Book No. 1, Volume No. 15, Pages 164 to 167, Being No. 917, for the year 1913, c) Book No. 1, Volume No. 38, Pages 256 to 260, Being No. 3459, for the year 1915 and d) Book No. 1, Volume No. 33, Pages 209 to 212, Being No. 2632, for the year 1914. The said Kishorilal Jatia died leaving his son Guzanund Jatia as his legal heir; the said Onkarmal Jatia and Guzanund Jatia while seized and possessed of the said property, by a Deed of Arpannama, dedicated all their aforesaid property of 24, Onkarmal Jetia Road (previously 1, Onkarmal Jetia Road), P.S. Shibpur, District Howrah, to their family deity “Sree Sree Onkareswar Mohadeo”. The said Deed of Arpannama was registered in the office of

Registrar of Assurance at Calcutta and recorded in Book No. 1, Volume No. 75, Pages 167 to 193, Being No. 2296 for the year 1920 and accordingly said Sree Sree Onkareswar Mohadeo became the sole and absolute owner of the said property and Trustees viz. 1) Birendra Kumar Jatia, 2) Sree Mohan Jatia, 3) Rajendra Kumar Jatia, 4) Ashok Jatia and 5) Punit Jatia, were appointed by a registered Deed of Appointment, dated 09-02-2001, registered in the office of Addl. Registrar of Assurances, Kolkata vide Deed No. 699, for the year 2001, who were managing all the estate of said Sree Sree Onkareswar Mohadeo under the name & style 'Sree Sree Onkareswar Mohadeo Trust'. In the meanwhile the State of West Bengal acquired a portion of the said property of 24, Onkarmal Jatia Road, (under Dag Nos. 179 & 179/191), measuring an area about 32 Cottahs approx for construction of approach road and interchanges of Second Hooghly River Bridge Project, vide Land Acquisition case No. 408 II (111)(4) of 1983-84; The remaining portion of the said property was under exclusive ownership of said Sree Sree Onkareswar Mohadeo under the management of the sebaits viz. 1) Birendra Kumar Jatia, 2) Sree Mohan Jatia, 3) Rajendra Kumar Jatia, 4) Ashok Jatia and 5) Punit Jatia; After such acquisition the said entire premises having been divided into two parts being intervened by the approach road of Second Hooghly River Bridge and for that the two divided parts of the said property have become difficult for maintenance and the earnings from the said property was so meagre that maintenance of the said property after paying rents and taxes was going to be impossible and not only that, the said property was going to be encroached and thus the trustees of said 'Sree Sree Onkareswar Mohadeo Trust' unanimously decided to sell the said property and accordingly they on behalf of said Sree Sree Onkareswar Mohadeo jointly applied before the Hon'ble High Court at Calcutta, seeking permission to sell the said property which was register as O.S. No. 126 of 2006 and whereas after considering the said application His Lordship Hon'ble Justice Asim Kumar Banerjee was pleased to pass an

order on 18-08-2006 for sale of the said property of 24, Onkarmal Jetia Road, P.S. Shibpur, District Howrah with some conditions ; In terms of the said order dated 18-08-2006 an advertisement was published on 09-10-2006 in the 'Anandabazar Patrika' and 'The Statesman' for sale of the said property of 24, Onkarmal Jetia Road and on compliance of the said advertisement one M/S. Raghav Vanijya Private Limited purchased 30 Cottahs of land from the western part of the said property on confirmation of the Hon'ble High Court at Calcutta, by a registered Deed of Sale, dated 06-09-2007 and remaining approx 85 (Eighty Five) Cottahs of land more or less with several structures was still under the ownership of said Sree Sree Onkareswar Mohadeo; In the same manner following the advertisement published in the 'Anandabazar Patrika' and 'The Statesman' on 09-10-2006 the Promoter herein (the purchaser thereto) offer a sum of Rs. 5,25,000/- (Rupees Five Lac Twenty Five Thousand) only per Cottah to purchase the residue land with structures of said Sree Sree Onkareswar Mohadeo; Accordingly said Sree Sree Onkareswar Mohadeo applied for confirmation before the Hon'ble High Court at Calcutta as per terms of the said order passed in O.S. No. 126 of 2006 to sell the said property to the purchaser being the highest bidder amongst others and considering the said application, being T.A. No. 711 of 2007, Hon'ble Justice Maharaj Sinha passed an order confirming sell of the residue property of Holding No. 24, Onkarmal Jetia Road, Shalimar, Howrah to the Promoter herein being the highest bidder on receipt of balance consideration amount; Out of the said entire property an area measuring 7 (Seven) Cottahs approx was in occupation of some unauthorized occupiers and as such the Promoter herein purchase the balance 78 (Seventy Eight) Cottahs of land with structures of the said property, free from all encumbrances by a registered Deed of Conveyance, dated 10-04-2008, which was registered in the office at District Sub-Registrar, Howrah, vide Book No. 1, CD Volume No. 15, Pages 69 to 87, Being No. 03979, for the year 2008; The Promoter herein after

Purchase the said property mutated its name before the Howrah Municipal Corporation and after mutation the said purchased property of the Promoter has been renumbered as 24/2, Onkarmal Jetia Road, Police Station - Shibpur, Pin – 711103, Howrah and the Promoter also mutated its name before the Settlement Record of the Govt. of West Bengal; The Promoter with a view to obtain sanction of the building plan as per provisions of Howrah Municipal Corporation obtained “No Objection Certificate” from the Competent Authority under Urban Land (Ceiling & Regulation) Act, 1976 and the said Competent Authority during the course of said proceeding vested 2 Cottahs 5 Chittaks 19 Sq. feet land and thus the Promoter became sole and absolute owner of remaining 3 Bighas 15 Cottahs 10 Chittaks 26 Sq. feet land only and obtain “No Objection Certificate” and also obtained sanction of building plan vide BRC/78/12-13, dated 14-12-2012 in respect of the said 3 Bighas 15 Cottahs 10 Chittaks 26 Sq. feet of land only, more fully described in the schedule ‘A’ written hereunder; The Promoter before obtaining sanction of the said Building Plan to get maximum height of the proposed buildings gifted a portion (204.70 sq. meter) from the said property to the Howrah Municipal Corporation by a registered Deed of Gift/Declarations for Strip of Land, dated 10-12-2012, registered in the office of District Sub-Registrar, Howrah, Vide Deed No. 10214 of 2012;

2. The promoter earmarked the said property for building a residential project comprising multi-storied apartment buildings and car parking spaces and the said project shall be known as “**AKCHAT LAXMI GARDEN**” (“**Said Project**”), *inter alia* consisting of (i) Block A, Block B, Block C and Block D *inter-alia* comprising of 4 (four) Ground+ 7 (G+7) storied residential buildings, constructed on the Said Property, (ii) Covered parking space and open parking space developed as a Project and proposed as a “real estate project” by the Promoter and registered as a ‘real estate project’

(**“the Real Estate Project or Project”**) with the West Bengal Housing Industry Regulatory Authority (**“Authority”**), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

3. The Promoter is fully competent to enter into this Deed of Conveyance and all the legal formalities with respect to the title of the Promoter to the said Property and project have been completed.
4. The Promoter obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Building) from the competent authority, which has been developed by the promoter as the present Real Estate Project. The Promoter strictly followed the rules and plans approved by the competent authority and has not made any changes to approved plans of the Real Estate Project except in strict compliance with Section 14 of the Act and other laws as applicable.
5. The Promoter has registered the Real Estate Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under Registration No. _____.
6. The Purchaser herein approached the Promoter and applied for an apartment in the Real Estate Project vide application no. _____ dated _____ and the Promoter allotted the Purchaser a Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, corresponding to super built up area of _____ (_____) square feet, more or less, having a balcony/terrace, measuring an carpet area of _____ (_____) square feet, more or less, being more particularly described in **Schedule - B** below and the

layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2” (“Said Apartment”)** in Block _____, **(Said Building) together with** the right to park in the parking space/s more particularly described in **Schedule - B** below **(Said Parking Space)** and **together with** pro rata share in the common areas of the Real Estate Project **(Share In Common Areas)**, being described in **Schedule - C** below **(“Common Areas”)** and the common amenities mentioned in **Schedule - D** below. The Said Apartment, the Said Parking Space (if any) and the Share In Common Areas collectively described in **Schedule - B** below (collectively **“Said Apartment And Appurtenances”**).

7. The Promoter also disclosed the principal and material aspects of the development of the Real Estate Project to the Purchase, which are briefly stated below–

(i) The detailed scheme of development attached as **Annexure “1”** discloses the proposed designated uses of the buildings/structures and the development on the Said Property and is based on the current approved layout for the Said Property and the conceptual layout for the development of the Said Property. The conceptual layout of the development on the Said Property could be finally developed by the Promoter at its sole discretion either in terms of the Plan in **Annexure “1”** or in such other manner as may be possible under the relevant /applicable laws.

(ii) The Other Residential Component proposed to be developed as part of the Said Project, may be provided with certain common areas, facilities and amenities **(“Other Residential Exclusive Amenities”)** and which may exclusively be made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit including

the Purchaser of the Other Residential Component and may not be available to the Purchaser or any other Purchaser/occupants of apartments in the Real Estate Project

- (iii) The Purchaser further agreed that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/units in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Purchaser/s of such apartments/units and to the exclusion of other Purchaser/s in the Real Estate Project ("**Limited Areas And Facilities**"). The Purchaser agreed to use only the Limited Areas And Facilities (if any) specifically identified for the Purchaser of the Said Apartment And Appurtenances and as more particularly described in **Schedule - B** hereunder written. The Purchaser also agreed to not use the Limited Areas And Facilities identified for other Purchaser/s nor shall the Purchaser have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Purchaser/s and/or the usage thereof.
- (iv) The Common Areas in the Real Estate Project that may be usable by the Purchaser/s and other Purchasers a non-exclusive basis which are listed in **Schedule - C** hereunder written.

8. The Promoter herein obtained a sanctioned building plan vide BRC/78/12-13, dated 14-12-2012 in respect of the said 3 Bighas 15 Cottahs 10 Chittaks 26 Sq. feet of land only, more fully described in the schedule 'A' written hereunder, constructed a residential project comprising of multi-storied apartment buildings and car parking spaces, which is known as "**AKCHAT LAXMI GARDEN**" ("**Said Project**"), *inter alia* consisting of (i) Block A, Block B, Block C and Block D *inter-alia* comprising of 4 (four)

Ground+ 7 (G+7) storied residential buildings, constructed on the Said Property, (ii) Covered parking spaces and open parking spaces, situated at 24/2, Onkarmal Jetia Road, Police Station - Shibpur, Pin – 711103, Howrah and thereby expressed his/her/it desire to sell apartments/units in the “Said Project” to the intended Purchasers.

9. The **PURCHASER** herein, after being desirous of purchasing an apartment in the above mentioned “Said Project”, approached the Promoter, who offered sale and allotment of a Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, corresponding to super built up area of (_____) square feet, more or less, having a balcony/terrace, measuring an carpet area of _____ (_____) square feet, more or less, being more particularly described in **Schedule - B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”** (“**Said Apartment**”) in Block _____, (**Said Building**) situated at premises no. 24/2, Onkarmal Jetia Road, Police Station - Shibpur, Pin – 711103, Howrah **together with** the right to park in the parking space/s more particularly described in **Schedule - B** below (**Said Parking Space**) and **together with** pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), being described in **Schedule - C** below (“**Common Areas**”) and the common amenities mentioned in **Schedule - D** below, to be constructed/completed by the **Promoter**, which the **Promoter** agreed to sell and the **PURCHASER** herein agreed to purchase on certain terms and conditions, stipulations and covenants and for a valuable consideration and for that an Agreement for Sale, dated –, was entered into by and between the **PROMOTER** and the **PURCHASER** herein, wherein all the terms and conditions, stipulations and covenants and consideration was embodied.

10. The Promoter herein has agreed to sell **ALL THAT** piece and parcel of a self contained Residential Apartment No._____, on the _____ floor, having carpet area of _____ (_____) square feet, corresponding to super built up area of (_____) square feet, more or less, having a balcony/terrace, measuring an carpet area of _____ (_____) square feet, more or less, being more particularly described in **Schedule - B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”** (“**Said Apartment**”) in Block _____, (**Said Building**) situated at premises no. 24/2, Onkarmal Jetia Road, Police Station - Shibpur, Pin – 711103, Howrah, **together with** the right to park in the parking space/s more particularly described in **Schedule - B** below (**Said Parking Space**) and **together with** pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), being described in **Schedule - C** below (“**Common Areas**”) and the common amenities mentioned in **Schedule - D** below, for a total sum of **Rs./- (Rupees)** only and the PURCHASER herein, has agreed to purchase the said “**Said Apartment**” for the said consideration amount as being the fair market price of the said “**Said Apartment**”.
11. Now the Promoter herein, hereby agreed to execute and register a proper Deed of Conveyance unto and in favour of the Purchase herein conveying the ownership right, title and interest over the “**Said Apartment**” i.e. **ALL THAT** piece and parcel of a self contained Residential Apartment No._____, on the _____ floor, having carpet area of _____ (_____) square feet, corresponding to super built up area of (_____) square feet, more or less, having a balcony/terrace, measuring an carpet area of _____ (_____) square feet, more or less, being more particularly described in **Schedule - B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed

hereto and marked as **Annexure “2”** (“**Said Apartment**”) in Block _____, (**Said Building**) situated at premises no. 24/2, Onkarmal Jetia Road, Police Station - Shibpur, Pin – 711103, Howrah **together with** the right to park in the parking space/s more particularly described in **Schedule - B** below (**Said Parking Space**) and **together with** pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), being described in **Schedule - C** below (“**Common Areas**”) and the common amenities mentioned in **Schedule - D** below, after receiving a total sum of **Rs./- (Rupees)** only from the Purchaser as the sell price of the “**Said Apartment**” which is free from all sorts of encumbrances.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

- A) That in consideration of total sum of **Rs./- (Rupees)** only as the fair market value of the “**Said Apartment**”, the Promoter, do hereby grant, convey, transfer, assign unto and in favour of the Purchaser/s herein, free from all encumbrances **ALL THAT** piece and parcel of a self contained Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, corresponding to super built up area of (_____) square feet, more or less, having a balcony/terrace, measuring an carpet area of _____ (_____) square feet, more or less, being more particularly described in **Schedule - B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”** (“**Said Apartment**”) in Block _____, (**Said Building**) situated at premises no. 24/2, Onkarmal Jetia Road, Police Station - Shibpur, Pin – 711103, Howrah **together with** the right to park in the parking space/s more particularly described in **Schedule - B** below (**Said Parking Space**) and **together with**

pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), being described in **Schedule - C** below (**“Common Areas”**) and the common amenities mentioned in **Schedule - D** below **TO HAVE AND TO HOLD** the **“Said Apartment”** hereby granted, transferred and conveyed or expressed so to be unto and in favour of the Purchaser/s absolutely and forever subject to the covenants and conditions including respective rights, duties and obligations to be enjoyed performed and carried out by the Purchaser/s alongwith the other co-owners of the apartment which contained hereunder. The Purchaser shall peaceably and quietly hold possess and enjoy the **“Said Apartment”** with all right to transfer the **“Said Apartment”** by way of Sale, Gift, Mortgage, lease whatsoever and Promoter or any person or persons lawfully or equitably claiming from, under or in trust of the Promoter shall not be entitled to raise any objection to that effect and the **Said Apartment** is free from all sorts of encumbrances and the Promoter herein shall clearly and freely and absolutely exonerate, discharge, saved and/or indemnify the Purchaser/s herein, against all estate rights, interests and encumbrances made by the Promoter or any person or persons claiming from, under or in trust of the Promoter in respect of the **Said Apartment** or any part thereof. The Promoter herein or his/her/its successors etc. shall and will from time to time and at all times hereinafter at the request and cost of the Purchaser/s do and executed or cause to be done or executed all such acts, deeds and things whatsoever for further enjoyment and more perfectly assuring the **Said Apartment** and every part thereof to the use of the Purchaser absolute, if required.

B) THAT for a total consideration of **Rs./- (Rupees)** only as the fair market value, the **“Said Apartment”** is sold, transferred and conveyed unto and in favour of the Purchaser/s herein.

- C) That on receiving the full consideration money of the “**Said Apartment**” from the said Purchaser/s, the Promoter herein, shall handover the physical and habitable possession of the “**Said Apartment**” unto and in favour of the Purchaser/s after the registration of the “**Said Apartment**” at the cost and expenses of the Purchaser/s.
- D) That the Purchaser/s may transfer the **Said Apartment** by way of mortgage or Gift or Sale or in any way whatsoever after paying the full consideration amount of the **Said Apartment** to the Promoter.

AND WHEREAS the **Promoter** herein do hereby undertakes, confirms and assures the **Purchaser/s** and covenants as under :-

- a) That the **Promoter** is the absolute owner of the **Said Apartment** and lawfully entitled to convey and transfer the **Said Apartment** unto and in favour of the **Purchasers**.
- b) That no right of easement of any kind is available to any other person or persons in respect of the use and the enjoyment of the **Said Apartment**;
- c) That the “**Said Apartment**” is free from all encumbrances, attachments and other charges and that all rates and taxes due in respect thereof have been paid up to the date of sale and in the event of any encumbrance or public charges is hereafter found to be due in respect of the same, the Promoter herein, shall forthwith pay the same to the appropriate authorities with notice to and/or knowledge of the Purchaser/s.
- d) That the **Said Apartment** and every part thereof and the car parking space are not attached in any proceeding started by or at the instance of Estate

duty, Income Tax, Wealth Tax or other authorities and no civil case is pending in respect of the said premises and/or in respect of the **Said Apartment** before any court of law and also all rents, rates and taxes of concerned authorities are duly paid or to be paid accordingly.

- e) That notwithstanding any act, deed or thing whatsoever hereto before done, committed or knowingly suffered by the Promoter to the contrary, the Promoter herein, has good right, full power, absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign and assure etc. the **Said Apartment** unto the **Purchaser/s** in the manner aforesaid.
- f) That the **Said Apartment** will constitute a single unit, transferable and heritable.
- g) That the Purchasers of the **Said Apartment** shall be entitled to pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), being described in **Schedule - C** below ("**Common Areas**").
- h) That the Promoter herein, also hereby covenants with the Purchaser/s that they have not yet taken any loan or advance from any person or persons or Financial Institutions or Bank or Financial Corporation in respect of the **Said Apartment** and also did not yet enter into any Agreement for Sale with others for the same.
- j) That it has been candidly admitted and openly disclosed by the Promoter herein that the Promoter shall render all assistance and extend all co - operation to the Purchaser/s for mutating his/her/their name/s in the record of the local Howrah Municipal Corporation.

AND WHEREAS the **Purchaser/s** herein undertakes, confirms and assures the **Promoter** and covenant as under:-

- a) That the right of the **Purchaser/s** shall remain restricted to the **Said Apartment** with to pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), being described in **Schedule - C** below ("**Common Areas**").
- b) **Satisfaction of Purchaser:** The Purchaser is acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Owners and the Promoter to enter into this Agreement, the scheme of development described in this Agreement and the extent of the rights being granted in favour of the Purchaser and the negative covenants mentioned in this Agreement and the Purchaser hereby accepts the same and shall not raise any objection with regard thereto.
- c) **Purchaser Aware of and Satisfied with Common Areas and Specifications:** The Purchaser, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and Specifications (described in Schedule D above) and all other ancillary matters, is entering into this Agreement. The Purchaser has examined and is acquainted with the Said Complex and has agreed that the Purchaser shall neither have nor shall claim any right over any portion of the Said Building and/or the Said Complex and/or the Said Property and/or the Said Project save and except the Said Apartment And Appurtenances.
- d) **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization

(Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Purchaser shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Purchaser and it shall be deemed that the Facility Manager is rendering the services to the Purchaser for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Purchaser of the Said Complex/Said Project.

- e) **Purchaser to Mutate and Pay Rates & Taxes:** The Purchaser shall (1) pay the HMC Tax, surcharge, levies, cess etc. (collectively "Rates & Taxes") (proportionately for the Said Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Purchaser, on the basis of the bills to be raised by the Promoter/the Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof and (2) have mutation completed at the earliest. The Purchaser further admits and accepts that the Purchaser shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation).
- f) **Purchaser to Pay Common Expenses/Maintenance Charges:** The

Purchaser shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Purchaser further admits and accepts that (1) the Purchaser shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation).

- g) Promoter's Charge/Lien:** The Promoter shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Purchaser to the Promoter provided however if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
- h) No Obstruction by Purchaser to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the Said Complex and/or Said Project and the Purchaser shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Purchaser due to and arising out of the said construction/developmental activity. The Purchaser also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto.

- i) **No Rights of or Obstruction by Purchaser:** All open areas in the Said Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

- j) **Variable Nature of Land Share and Share In Common Portions:** The Purchaser fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Building/Real Estate Project (2) if the area of the Said Building/ Real Estate Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Purchaser shall not question any variation (including diminution) therein (3) the Purchaser shall not demand any refund of the Total Price paid by the Purchaser on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Purchaser shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

- k) **Purchaser to Participate in Formation of Association:** The Purchaser admits and accepts that the Purchaser and other intending Purchasers of apartments in the Said Complex shall form the Association and the Purchaser shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex. The Purchaser shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Purchaser shall sign, execute and

deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment.

l) Obligations of Purchaser: The Purchaser shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building, the Real Estate Project, the Said Project and the Said Complex by the Promoter/the Facility Manager/the Association (upon formation).
- (b) **Observing Rules:** observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, the Real Estate Project, the Said Project and the Said Complex.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.
- (d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said

Property, and outside walls of the Said Building save in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation). The Promoter shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Purchaser.

- (e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Purchaser use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Purchaser makes any alterations/changes, the Purchaser shall compensate the Promoter /the Association (upon formation) (as the case may be) as estimated by the Promoter /the Association (upon formation) for restoring it to its original state.
- (g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Building. The Purchaser shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building and/or the roof thereof. The Purchaser shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Purchaser shall install pipelines and ledge

only at such places, as be specified and prescribed by the Promoter. Grills may only be installed by the Purchaser on the inner side of the doors and windows of the Said Apartment. The Purchaser shall further install split air-conditioners at such places, as be specified and prescribed by the Promoter, it being clearly understood by the Purchaser that no out-door units of split air-conditioners will be installed on the external walls of the Said Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Purchaser shall install the out-door unit of the same either inside the Purchaser's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Purchaser shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Purchaser accepts that the aforesaid covenants regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

- (h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this Agreement.
- (j) **Trade Mark Restriction:** not to use the name/mark AKCHAT LAXMI GARDEN in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Apartment and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark AKCHAT LAXMI GARDEN.

- (k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.
- (l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) **No Obstruction to Promoter/Facility Manager/Association:** not obstruct the Promoter/the Facility Manager/the Association (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Building and/or the Said Complex/Said Property and selling or granting rights to any person on any part of the Said Building/Said Complex/Said Property (excepting the Said Apartment and the Said Parking Space, if any).
- (n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- (o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation) for the use of the Common Areas.
- (p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas

save at the places indicated therefore.

- (q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.
- (r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.
- (s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Building/Said Complex save at the place or places provided therefore provided that this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Apartment.
- (t) **No Floor Damage:** not to keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.
- (u) **No Installing Generator:** not to install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.
- (v) **No Use of Machinery:** not to install or operate any machinery or equipment except home appliances.
- (w) **No Misuse of Water:** not to misuse or permit to be misused the water supply to the Said Apartment.

- (x) **No Damage to Common Areas:** not to damage the Common Areas in any manner and if such damage is caused by the Purchaser and/or family members, invitees or servants of the Purchaser, the Purchaser shall compensate for the same.
- (y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.
- (z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Purchaser hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Purchaser shall not raise any objection in any manner whatsoever with regard thereto and further the Purchaser hereby confirms that the Purchaser shall not violate any terms of the statutory requirements/fire norms.
- m) **Notification Regarding Letting/Transfer:** If the Purchaser lets out or sells the Said Apartment And Appurtenances, the Purchaser shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/Purchasers address and telephone number.
- n) **No Objection to Construction:** Notwithstanding anything contained in this Agreement, the Purchaser has accepted the scheme of the Promoter to construct/develop the Said Complex/Said Project in phases and to construct on other portions of the Said Property /the Said Complex and

hence the Purchaser has no objection to the continuance of construction in the other portions of the Said Property, even after the date of possession notice. The Purchaser shall not raise any objection to any inconvenience that may be suffered by the Purchaser due to and arising out of the said construction/developmental activity.

- o) **No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Purchaser shall not have any right in the other portions of the Said Property and the Purchaser shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Said Property/ the Said Complex.
- p) **Roof Rights:** A demarcated portion of the top roof of the Said Building shall remain common to all owners of the Said Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof. However, the Promoter shall always have the right of further construction on the entirety of the top roof and the Purchaser specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Building.
- q) **Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Said Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The

Promoter shall also be entitled to place, select, decide hoarding/board sites

- r) To use in common with occupiers and owners of other **Said Apartments** of the building the common areas and facilities as described in the **Schedule – C** hereinafter written.

SCHEDULE - 'A'
(Said Property)

ALL THAT piece and parcel of mokorari mourashi bastu land measuring about 3 Bighas 15 Cottahs 10 Chittaks 26 Sq. feet, together with several structures constructing thereon, situated at Holding No. 24/2, Onkarmal Jetia Road, (corresponding to Dag No. 179, under Khatian Nos. 128, 133, 134, 135, 137, 138, 139 & 140, within Mouza - Shibpur, Touzi No. 798), P.S. Shibpur, District Howrah, Pin – 711103, within H.M.C. ward No. 38, including all rights of user of the common passages and other easement rights attached thereto, butted and bounded as follows:-

ON THE NORTH : Vendor's Land.

ON THE SOUTH : Corporation drain thereafter Flyover.

ON THE EAST : Partly Drain and thereafter Holding Nos. 373/5 and 373/6, G.T. Road (South) and partly Holding Nos. 401, 415, 413, 414, 413/1, 412 & 411/1, Sarat Chatterjee Road.

ON THE WEST : Onkarmal Jetia Road.

SCHEDULE - 'B'
(Said Apartment And Appurtenances)

(a) The Said Apartment, being Residential Apartment No. _____, _____, on the _____ floor, having carpet area of _____ (_____) square feet, corresponding to super built up area of _____ (_____) square feet, more or less, having a balcony/terrace, measuring an carpet area of _____ (_____) square feet, more or less, in Block _____ (**Said Building**) . The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;

(b) The Said Parking Space, being the right to park _____ (_____) medium sized car, being no. _____, admeasuring Sq. ft. or _____ (_____) two wheeler/s in the covered space in the ground Floor of any building in the Said Complex and _____ (_____) medium sized car/s and/or _____ (_____) two wheeler/s in the open space at the ground level of the Said Complex;

(c) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule C** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement;
and

SCHEDULE 'C'
 (Common Areas of the Real Estate Project)
(Which Are Part of the Real Estate Project)

- 1) Entrance, corridor, lobbies, staircases, landing and side

spaces and ultimate roof of the building.

- 2) Surrounding the building and others spaces required for common purpose.
- 3) Electrical wiring and fitting and fixtures for lighting the staircase, lobby and other common areas for operating the water pump with motor and common meter and main switch.
- 4) Drains and sewers from the building to the Septic Tank.
- 5) Howrah Municipal Corporation water supply.
- 6) Water pump with motor, overhead water tank and distribution pipes from the overhead tank to the different units/apartments.
- 7) Water and sewerage, evacuation pipes form each unit to drains and sewers common to the building.
- 8) It is further clarified that the purchaser will not be entitled to use any space for parking two wheeler.
- 9) Air-conditioned Indoor Games Room.
- 10) Air-conditioned Gymnasium.
- 11) Air-conditioned Community Hall with Party Lawn.
- 12) Air-conditioned Guests' Rooms.
- 13) Podium Level Landscaped Garden.
- 14) Children's Play area.

- 15) Fire fighting equipments.
- 16) Separate Car parking for Doctors' and Visitors'.
- 17) Visitors' waiting Room.
- 18) Drivers' waiting Room.
- 19) Wi-Fi Zone and Intercom.
- 20) Close Circuit T.V. (C.C.T.V.) Camera.
- 21) S.T.P.
- 22) Transformer and Generators.

SCHEDULE 'D'

(Said Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Said Project that may be usable by the Purchaser on a non-exclusive basis along with Purchaser/s/occupants in the Said Project)

Sr. No.	Said Project Included Amenities
1.	Driveways, fire tender paths, walkways and landscaped green areas
2.	Central drainage & sewage pipeline and central water supply pipeline
3.	All other <u>areas, facilities and amenities for common use and enjoyment of Said Project.</u>

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

SIGNED, SEALED & DELIVERED by the parties at Kolkata in the presence of Witnesses:-

1.

.....
**SIGNATURE OF AUTHORIZED
SIGNATORY PROMOTER**

2

.....
**SIGNATURE OF THE
PURCHASER/S**

Drafted by me and Prepared in
my office : -

.....
Advocate

MEMO OF CONSIDERATION

The Promoter hereby confirms and acknowledges the receipt of a sum of Rs./- only through Cash/Cheque/demand draft/RTGS/NEFT, from the Purchaser/s as consideration in the following manner;

Sl. No.	Date	Mode of Payment	Name of the Bank and Branch	Cheque /Demand Draft No.	Amount (Rs.)

Total Rupees only.

**Authorized Signatory of the
Promoter**

Witnesses:

Signature_____

Signature_____

Name _____

Name _____