

**DEED OF CONVEYANCE**

**ASSESSED MARKET VALUE OF RS.** \_\_\_\_\_/-,

**INDENTURE OF Rs.** \_\_\_\_\_/-

**QUERY NO.** \_\_\_\_\_

**PROPERTY SOLD:** ALL THAT Apartment/Unit being no \_\_\_\_ on the \_\_\_\_ **floor** having **carpet area** of \_\_\_\_ **square feet**, (excluding balcony but including **servant quarter** area admeasuring \_\_\_\_ **sq. ft.**., lying and situated on the \_\_\_\_ **floor**) having total **built up area** of \_\_\_\_ **sq. ft.** (including balcony and the area of utility room situated outside the said unit on \_\_\_\_ **Floor**) along with \_\_\_\_ (\_\_\_\_) car parking spaces (MLCP) being identified as **Parking no.** \_\_\_\_ & \_\_\_\_ (\_\_\_\_) on the \_\_\_\_ **floor** Level for the purpose of parking road worthy Light motor Vehicles in the said building/Project "ELION" lying and situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata - 700071.



DEED OF CONVEYANCE

This Deed of Conveyance executed at Kolkata on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

**By and Between**

**SAWANSUKHA DASH PVT. LTD.**, (formerly known as VANITY TIE-UP PVT. LTD.) (CIN No. U70100WB2007PTC114624) (**PAN : AACCV5411B**) a company under the provisions of The Companies Act, 2013, having its registered office at 3A, Nandlal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 represented by its Director Mr. Siddhartha Sawansukha (PAN : AACCV5411B) son of Rupchand Sawansukha working for gain at 3A, Nandlal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 hereinafter referred to as the “**VENDOR/ PROMOTER**”, (which expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include its successor and/or successors-in-office) of the **ONE PART**.

**AND**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

The VENDOR/Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

The term Vendor/Promoter shall mean the Owner and Developer.

The term Allottee/Purchaser shall mean the Purchaser/Transferee

## **DEFINITIONS**

In this Deed, (i) capitalized 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:

“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 Agreement or thereafter;

“Association” shall mean [\_\_\_\_\_] set up under the West Bengal Apartment Ownership Act, 1972 or as per applicable laws;

“Common Areas” shall mean the areas, amenities and facilities within the Project specified in **Schedule G** herein;

“Common Expenses” shall include all expenses for the management, maintenance and upkeep of the Project as indicated in **Schedule H** 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 purchasers and/or intending purchasers of different Apartments and/or Units for residential purpose in the Project.

**Interpretations:**

1. Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee/Purchaser, then the portion of the whole amount payable by the Allottee/Purchaser shall be in proportion to the area of the Allottee/Purchaser’s respective Unit, which will also include proportionate area of the total common area.
2. Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
3. Masculine gender shall include feminine and neuter genders and vice versa.
4. The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
5. Any reference to a clause or a Schedule means a Clause or Schedule of this deed.
6. Subject Matter of Sale/Transfer: more fully described in **Schedule B**.

**WHEREAS:**

- A. One Gorachand Mullick was absolutely seised and possessed of and/or otherwise well and sufficiently entitled to various immoveable properties including All That the piece and parcel of land containing an area of 5 Bighas, 13 Cottahs, 8 Chittacks and 43 Sq.ft. be the same a little more or less situate lying at and being premises Nos.3 & 4, Harrington Street and 3 (formerly 1/1), Little Russel Street, Calcutta.
- B. That ALL THAT Piece and parcel of Land was divided and demarcated equivelnet to 20 Cottahs, 1 Chittack and 31 sq.ft. be the same a little more or less together with partly two storied, partly three storied and partly four

storied building standing thereon being premises No.3, Little Russel Street, Calcutta was separated out of the said premises nos.3, Harrington Street and 3, Little Russel Street, Calcutta, hereinafter referred to as the said property.

- C. The said Gorachand Mullick who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 20<sup>th</sup> day of February, 1920 leaving him surviving his widow Fool Coomari Dassi, two sons Gadadhar Mullick and Gangadhar Mullick and five married daughters Kumud Kumari Dasi, Rash Kumari Dasi alias Rashmoni Dasi, Kamal Kumari Dasi, Lalita Sundari Das and Amodini Kumari Dasi as his heirs, heiresses and legal representatives.
- D. The said Gorachand Mullick died testate leaving behind his Last Will and Testament dated the 19<sup>th</sup> day of October, 1917, whereby and whereunder he appointed his widow Fool Coomari Dassi, his two sons Gadadhar Mullick and Jugol Kishore Sen, who was already given in adoption, as the executrix and executors to the said Will.
- E. Under terms of the said Will, the said Gorachand Mullick after making provisions for various annuities and legacies gave devised and bequeathed his rest and residue properties including the said premises Nos.3 & 4, Harrington Street, Calcutta and 3 (formerly 1/1) Little Russel Street, Calcutta unto and in favour of his two sons Gadadhar Mullick and Gangadhar Mullick in equal shares with a provision that the same shall not be divided and partitioned before the death of his wife or before his son Gangadhar Mullick attained majority.
- F. The said Will of Gorachand Mullick was duly probated in the High Court of Judicature at Fort William in Bengal by the said Fool Coomari Dassi and Gadadhar Mullick, the other executor having renounced his executorship and accordingly the said executor and executrix duly administered the said estate of Gorachand Mullick since deceased.

- G. In accordance with the provision of the said Will and Testament the residue estate with the consent of Fool Coomari Dassi left by the said Gorachand Mullick since deceased was taken over by his said two sons, Gadadhar Mullick and Gangadhar Mullick on the 31st day of August, 1937 and the executor and executrix were discharged.
- H. On the 11<sup>th</sup> day of June, 1938, the said two sons, Gadadhar Mullick and Gangadhar Mullick agreed to divide and partition the said residue estate amongst themselves after providing for their mother and setting apart sufficient fund for carrying out the provisions of the said Will and had agreed to refer the dispute to the arbitration of Mr. Arun Prakash Boral, Mr. Bholanath Mullick and Mr. Amritlal Mullick.
- I. Before the said Arbitrators could pass their final Award, the said Fool Coomari Dassi died on the 24<sup>th</sup> day of December, 1939 as a result whereof the said arbitration proceedings became infructuous.
- J. By virtue of a Deed of Partition dated the 22<sup>nd</sup> day of March, 1941 and registered with the District Sub-Registrar, Calcutta in Book No.1, Volume No.69, Pages 1 to 30, Being No.902 for the year 1941 made between the said Gadadhar Mullick, therein referred to as the Party of the One Part and the said Gangadhar Mullick, therein referred to as the Party of the Other Part, the said Gadadhar Mullick and Gangadhar Mullick divided and partitioned the said residue estate of the said Gorachand Mullick, since deceased whereby and whereunder, the said Gadadhar Mullick was to the exclusion of his brother Gangadhar Mullick was allotted All That the said property being premises No.3, Little Russel Street, Calcutta, absolutely and forever.
- K. The said Gadadhar Mullick, who during his lifetime, was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 20<sup>th</sup> day of March, 1955 leaving him surviving his only son Bidyadhar Mullick as his only heir and legal representative who upon his death, became seised and possessed

of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That the said property being premises No.3, Little Russel Street, Calcutta.

L. The said property was later renamed and renumbered as premises Nos.3A & 3B, Nandalal Basu Sarani (formerly Little Russel Street), Kolkata by the Kolkata Municipal Corporation.

M. The said Bidyadhar Mullick, who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on the 28<sup>th</sup> day of December, 1989, leaving him surviving his widow Kumud Kumari Mullick and son Shibu Kumar Mullick as his only heir, heiress and legal representatives, who, became jointly absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of All That the said property being premises No.3, Little Russel Street, which later became 3A & 3B, Little Russel Street, Calcutta, having undivided half share each into or upon the same.

N. By an Indenture of Lease dated the 18<sup>th</sup> day of July, 2007 registered with the Registrar of Assurances, Kolkata in Book No.1, Volume No.I, Pages 1 to 18, Being No.06863 for the year, 2007 made between the said Smt. Kumud Kumari Mullick and Shibu Kumar Mullick, therein jointly referred to as the Lessors of the First Part and Vanity Tie-Up Private Limited therein referred to as the Lessee of the Second Part and Rupchand Sawansukha and Aditya Mundra, therein jointly referred to as the Confirming Parties of the Third Part, the said Smt. Kumud Kumari Mullick & Anr. in consideration of the premium and the rent thereby reserved on the part of the Lessee paid and/or to be paid to the said Smt. Kumud Kumari Mullick & Anr. and on the terms and conditions therein contained, granted and demised unto and in favour of the said Vanity Tie-Up Private Limited being the Lessee therein All That the buildings and structures constructed and erected on the piece and parcel of land containing an area of 19 Cottahs and on actual measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate



lying at and being municipal premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule thereunder as also in the First Schedule hereunder written, hereinafter referred to as the 'said premises' subject to the occupation of various tenants in respect of various portions of the said premises morefully and particularly described in the Second Schedule thereunder written for a term of 90 years commencing from 1<sup>st</sup> day of July, 2007 with an option to renew the same for a further period of 90 years subject to the terms and conditions, covenants and stipulations recorded therein.

- O. In view of the said registered Indenture dated 18<sup>th</sup> day of July 2007 the said Vanity Tie-up Private Limited has been realising rents issues and profits of the said premises NO.s 3A & 3B, Nandalal Basu Sarani, Kolkata – 700071.
- P. The said Kumud Kumari Mullick who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 6<sup>th</sup> December, 2007 leaving behind surviving her only son Shibu Kumar Mullick as her only heir and legal representative.
- Q. Upon the death of the said Kumud Kumari Mullick her son the said Shibu Kumar Mullick became entitled to the residuary and/or reversionary right in respect of the said premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata – 700071 and as such the said Shibu Kumar Mullick has been realising rent in accordance with the terms of the said registered Indenture of 18<sup>th</sup> day of July 2007 from Vanity Tie-Up Private Limited being the Lessee therein.
- R. Thereafter by a Development Agreement dated 16<sup>th</sup> January, 2016 made between Vanity Tie-Up Private Limited therein described as the Lessee of the One Part and Wellside Properties Private Limited therein described as the Developer of the Other Part the said Vanity Tie-Up Private Limited appointed Wellside Properties Private Limited as the Developer and further entrusted

to it the development of the said Premises being premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata – 700071 by way of construction of a new Building at or upon the land comprised in the said Premises, subject to the various terms and conditions recorded therein.

- S. By virtue of an Indenture of Conveyance dated the 25<sup>th</sup> day of March, 2017 registered at the office of the Registrar of Assurance-II, Kolkata in Book No.1, Volume No.1902-2017, Pages 26838 to 26889, Being No.190200854 for the year 2017 made between Shibu Kumar Mullick therein referred to as the Vendor of the One Part and Vanity Tie-Up Private Limited therein referred to as the Purchaser of the Other Part, the said Shibu Kumar Mullick sold, transferred and conveyed, assured and assigned All That his residuary and/or reversionary right title interest or the entirety of his right title and interest in respect of All That piece and parcel of land containing an area of 19 Cottahs and on actual measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate lying at and being municipal premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule thereunder as also in the First Schedule hereunder written, hereinafter referred to as the 'said premises' unto and in favour of Vanity Tie-Up Private Limited for the consideration and on the terms and conditions stated therein.
- T. By virtue of the said part recited registered Deed of Conveyance dated 25<sup>th</sup> March, 2017 and Deed of Lease dated 18<sup>th</sup> July, 2007 the said Vanity Tie-Up Private Limited became absolute Owner of the fee simple estate and of the Leasehold estate of the said premises and from the date of the said Deed of Conveyance dated 25<sup>th</sup> March, 2017 the said lease no longer continued in force but has been merged and/or extinguished with all reversionary rights expectant thereon unto and in favour of Vanity Tie-Up Private Limited.

- U. By virtue of the aforesaid the said Vanity Tie-Up Private Limited became absolutely seised and possessed of and otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of land containing an area of 19 Cottahs and on actual measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate lying at and being municipal premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule hereunder written, hereinafter referred to as the said premises subject to the occupation of various tenants in respect of various portions of the said premises but otherwise free from all encumbrances and charges.
- V. The said Vanity Tie-Up Private Limited has applied before the appropriate authorities of the Kolkata Municipal Corporation for amalgamation of the said premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Kolkata – 700071 and accordingly the said premises Nos.3A and 3B, Nandalal Basu Sarani (formerly Little Russel Street), Kolkata – 700071 were amalgamated and renumbered as premises No.3A, Nandalal Basu Sarani (formerly 3A and 3B, Nandalal Basu Sarani), P.S. Shakespeare Sarani, Kolkata – 700071 hereinafter referred to as the said premises.
- W. In due course of time the said Vanity Tie-Up Private Limited caused the eviction of the tenants who had been occupying various portions of the said premises for the purpose of developing the same by way of construction of a new building thereon.
- X. Before development of the said premises the said Vanity Tie-Up Private Limited represented to the appropriate authorities of the Kolkata Municipal Corporation for delisting of the old building from the Heritage list of KMC and thereafter West Bengal Heritage Commission Government of West Bengal by a letter dated 6<sup>th</sup> January 2016 recorded that the old building situate at the said premises had no architectural significance and was a Grade III Heritage Building instead of Grade IIB (Architectural Style) Heritage

Building and as such the said building was delisted from heritage list of K.M.C. so that a new building could be constructed thereon.

Y. In pursuance of the said Development Agreement dated 16<sup>th</sup> January, 2016 hereinafter referred to as the said Development Agreement, the said Developer caused preparation of a building plan which was submitted before the concerned authorities of the Kolkata Municipal Corporation for construction of a new building at the said premises and the same was duly sanctioned by the Kolkata Municipal Corporation being B.P. No.201970046 dated 20<sup>th</sup> June, 2019 hereinafter referred to as the “said sanctioned Plan”.

Z. Due to various reasons the said Developer could not develop the said premises as such by a Deed of Cancellation dated 15<sup>th</sup> July 2021 the said Development Agreement dated 16<sup>th</sup> January, 2016 was cancelled and/or rescinded between the parties thereto and all claims and demands raised between the owner and Developer were amicably settled in full and as such the said premises became freed and discharged from the said Development Agreement.

AA. Meanwhile the name of the said Vanity Tie Up Private Limited was changed to Sawansukha Dash Pvt. Ltd. pursuant to Rule 29 of the companies (Incorporation Rules 2014) and accordingly the Registrar of Companies West Bengal issued certificate dated 23<sup>rd</sup> May, 2022 for change of name.

BB. By virtue of the aforesaid the said Sawansukha Dash Pvt. Ltd. became absolutely seised and possessed of and/or otherwise well and sufficiently entitled to in fee simple possession of All That piece and parcel of land containing an area of 19 Cottahs and on actual measurement 19 Cottahs, 14 Chittacks, 36.25 Sq.ft. be the same a little more or less situate lying at and being municipal premises Nos.3A, Nandalal Basu Sarani (formerly Little Russel Street), Police Station Shakespeare Sarani, Kolkata - 700071 morefully and particularly described in the First Schedule hereunder written together

with benefits of the said sanctioned Plan hereinafter referred to as the said premises free from all encumbrances and charges whatsoever.

CC. Thereafter the said Sawansukha Dash Pvt. Ltd. hereinafter referred to as the Vendor itself desired to develop the said premises by way of construction of a new building thereon and as such the Vendor caused preparation of a building plan which was sanctioned vide Building Permission No. 2019070046 dated 20-06-2019 by the appropriate concerned authorities of the Kolkata Municipal Corporation for construction of a new building at the said premises morefully described in the First Schedule stated hereunder.

DD. The said building sanctioned plan was initially comprising of ground plus ten floors however after modification and obtaining certificate of GREEN BUILDING it will now comprise of ground plus eleven floors and accordingly the construction of the said building has been completed upto eleventh floor in accordance with B.S. Plan No. 2069070046 dated 11-12-2023.

EE. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on 20<sup>th</sup> January, 2024 under registration no. WBRERA/P/KOL/2024/000970.

FF. In pursuance of the aforesaid sanctioned plan the Vendor is constructing the said new building comprising of commercial and residential apartments/units out of which part of ground and first floors are commercial areas and the remaining areas are residential areas in the said premises situate and lying at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 hereinafter referred to as the “said premises” and morefully described in the First Schedule hereunder written but Completion Certificate has not yet been given.

GG. By virtue of the aforesaid the Vendor had decided to sell the residential flats and/or units of the said building known as “ELION” in favour of intending

Purchaser and/or Purchasers and to receive and appropriate the consideration amount in respect thereof.

HH. The Purchaser has approached the Vendor/Developer herein and has expressed his/her/their interest in purchasing ALL THAT Apartment/Unit being no \_\_\_\_ on the \_\_\_\_ **floor** having **carpet area** of \_\_\_\_ **square feet**, (excluding balcony but including **servant quarter** area admeasuring \_\_\_\_ **sq. ft.**, lying and situated on the \_\_\_\_ **floor**) having total **built up area** of \_\_\_\_ **sq. ft.** (including balcony and the area of utility room situated outside the said unit on \_\_\_\_ **Floor**) along with \_\_\_\_ (\_\_\_\_) car parking spaces (MLCP) being identified as **Parking no. \_\_\_\_ & \_\_\_\_ (\_\_\_\_)** on the \_\_\_\_ **floor** Level for the purpose of parking road worthy Light motor Vehicles in the said building/Project "ELION" lying and situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 (hereinafter for the sake of brevity referred to as the "**SAID UNIT**") more fully and particularly detailed and described in the **Schedule B** appearing herein below and subsequent upon making themselves fully satisfied of the terms and conditions as detailed and described by the Promoter and in conformity to the consideration payable for the said flat to the Promoter.

II. The Promoter in view of such approachment by the Purchaser through the Owner has agreed to sell, convey and transfer ALL THAT Apartment/Unit being no \_\_\_\_ on the \_\_\_\_ **floor** having **carpet area** of \_\_\_\_ **square feet**, (excluding balcony but including **servant quarter** area admeasuring \_\_\_\_ **sq. ft.**, lying and situated on the \_\_\_\_ **floor**) having total **built up area** of \_\_\_\_ **sq. ft.** (including balcony and the area of utility room situated outside the said unit on \_\_\_\_ **Floor**) along with \_\_\_\_ (\_\_\_\_) car parking spaces (MLCP) being identified as **Parking no. \_\_\_\_ & \_\_\_\_ (\_\_\_\_)** on the \_\_\_\_ **floor** Level for the purpose of parking road worthy Light motor Vehicles in the said building/Project "ELION" lying and situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 (hereinafter for the sake of brevity referred to as the "**SAID UNIT**") more fully and particularly detailed and described in the **Schedule B** appearing herein below and together with undivided proportionate share of the land underneath

the building together with right to use the common area, amenities and facilities of the said project “Elion” lying and situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 at or for the consideration as detailed in **Schedule E** and further on the terms and conditions detailed and described in the said Agreement for Sale dated ..... executed by and between the Promoter representing for self and as constituted attorney for Owner and the Purchaser herein.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said advance and the intent to buy the said Unit and in consideration of the total sum of Rs...../- (Rupees ..... only) more fully and particularly detailed and described in the **Schedule E** appearing hereinafter (the receipt whereof the Owner/Developer and the Allottee do and each of them doth hereby as also by the receipt and memo hereunder written, admit and acknowledge and of and from the payment of the same and every part thereof do hereby forever acquit, release and discharge the Allottee and also the said unit and the properties benefits and rights appurtenant thereto), the Owner/Developer doth hereby grant, sell, transfer, convey, release, confirm, assign and assure unto and in favour of the Purchaser/Allottee free from all encumbrances and liabilities ALL THAT Apartment/Unit being no \_\_\_\_ on the \_\_\_\_ **floor** having **carpet area** of \_\_\_\_ **square feet**, (excluding balcony but including **servant quarter** area admeasuring \_\_\_\_ **sq. ft.**, lying and situated on the \_\_\_\_ **floor**) having total **built up area** of \_\_\_\_ **sq. ft.** (including balcony and the area of utility room situated outside the said unit on \_\_\_\_ **Floor**) along with \_\_\_\_ (\_\_\_\_) car parking spaces (MLCP) being identified as **Parking no. \_\_\_\_ & \_\_\_\_ (\_\_\_\_)** on the \_\_\_\_ **floor** Level for the purpose of parking road worthy Light motor Vehicles (hereinafter for the sake of brevity referred to as the said Unit) together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities of the said project “ELION” lying and situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 hereunder written and detailed in **Schedule B** appearing hereinafter and referred to as “the said unit”, as delineated in the map or plan hereto annexed and thereon bordered in red, TOGETHER WITH all other rights in common with all other

co-owners, co-occupants of the said building complex "Elion" in all common areas, passages, landings, lifts, staircase, driveways, benefits and advantages attached thereto appurtenant therewith, together with right to drains, drive ways, water connections to and from the said property together with pipelines, sewerage, overhead and underground tanks, free ingress to and egress from the said property, electricity meters, meter room, motor room or any other specified area for the common use of the Unit owners and/or attached thereto more fully and particularly detailed and described in the **Schedule F** appearing hereinafter along with other easementary and quasi-easementary rights attached thereto and all other rights attached thereto, or be appurtenant thereto morefully detailed and described in **Schedule G** free from all encumbrances, mortgages, charges, liens, lispensens, attachments, trusts, uses, debutters, tenancies, permissive possessors or occupiers, leases, occupancy rights, restrictions, restrictive covenants, vesting, acquisition, alignments, claims, demands and liabilities, whatsoever or howsoever in the said Unit and hereditaments or any part thereof now are or is or heretofore were or was situated tenanted butted bounded called known numbered described or distinguished and the reversion and/or reversions, remainder and/or remainders, rents, issues, and profits of and to the said Unit and every part and parcel thereof AND all the estate right, title, interest, inheritance, reversion, use, trust, possession, property, claim and demand whatsoever both at law and in equity of the Owner into out of and upon the said Unit and every part thereof AND all other deeds, muniments, writings and other evidence of title which is anywise relating to the said Unit or any part or parcel thereof and which now are or hereafter shall or may be in the custody power or possession of the Owner or their successors, nominees or representatives or any person or persons from whom they or any of them can or may procure the same without action or suit at law on in equity **TO HAVE AND TO HOLD** the said Unit hereby granted, transferred, sold, conveyed, released and confirmed or expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances attachments, liens and trusts AND the Promoter do and each of them doth hereby covenant with the Purchaser that notwithstanding any act or deed matter or thing by the Promoter made done or executed or knowingly suffered to the contrary the Promoter through the Owner now have in themselves good right full power and absolute authority to grant sell transfer convey release and confirm the said Unit hereby granted and



transferred conveyed released and confirmed or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid AND that the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the said Unit and each and every part thereof and receive the rents and profits thereof without any lawful eviction interruption claim or demand from or by the Owner or any person or persons lawfully or equitably claiming from under or in trust for the Owner and Promoter or any of them or from under or in trust for any of their predecessors-in-title AND FURTHER that the Promoter and all persons having lawfully or equitably claiming any estate or inheritance in the said piece of land or any part thereof from under or in trust for the Owner from under or in trust for any of their predecessors-in-title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other acts deeds and things for further and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall and may be reasonably required AND the Promoter do and each of them doth hereby further covenant with the Purchaser that the Promoter and the Owner shall on and with effect from this day not have any right, title, claim or interest over or in respect of the said property or part thereof AND the Promoter have today handed over to the Purchaser vacant, khas and peaceful possession of the said property and other common areas and spaces to be enjoyed in common with other co-owners of the said Property.

Right to use the common area of the said Residential Complex more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said property and/or the said Residential Complex, including the common facilities and amenities provided thereat.

The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-G** and further subject to conditions more fully described in **Schedule -H**, which shall be covenants running with the said Unit.

### **Covenants of the Allottee/Purchaser:**

1. The Allottee/Purchaser subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule – H**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.
2. The Allottee/Purchaser has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee/Purchaser hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.
3. Upon execution of this deed of sale, the Allottee/Purchaser, subject to the warranty mentioned in clause 4 under the heading Promoter Covenants, hereafter, shall not raise any claim of whatsoever nature, against the Promoter.
4. In respect of the other spaces, properties and other rights which are not intended to be transferred to the Allottee/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 them in its absolute discretion, without any reference or objection of the Allottee/Purchaser. The Allottee/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.
5. The Allottee/Purchaser shall be entitled TO HAVE AND TO HOLD the said Unit hereby granted sold conveyed transferred assigned assured or

expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Allottee/Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or of the Promoter.

**Covenants and Rights of Promoter:**

1. The Promoter confirm that the title to the said Unit is marketable and free from all encumbrances and the Promoter have good right, full power and absolute authority to sell, transfer and convey the said Unit, as mentioned in **Schedule B**.
2. That at the costs and requests of Allottee/Purchaser, the Promoter shall do all such acts and execute all documents either as self or as a Constituted Attorney of the Owner as may be required for more perfectly assuring the said Unit unto and/or in favour of the Allottee/Purchaser and shall also, for verification produce and/or provide all original title documents/papers, unless prevented by fire or irresistible force.
3. The Promoter shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Promoter, at its own cost and effort, within \_\_\_\_ calendar months from the date of Completion Certificate, issued by the KMC more fully detailed and detailed in **Schedule C** appearing hereinafter.
4. It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee/Purchaser or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their

standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee/Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the Allottee/Purchasers, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Owners/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments/Units and the Common project amenities wherever applicable. The Allottee/Purchaser has been made aware and the Allottee/Purchaser expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>0</sup> Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee/Purchaser it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

5. The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all open/covered car parking spaces, save and except those allotted to the Allottee/Purchaser, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Residential Complex "Elion", at such consideration or in such manner as thought to be deemed fit and proper.
6. The Promoter reserve its right for development in future adjoining/ neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through

and from the said Residential Complex and/or to the said premises.

7. The Promoter shall transfer the common areas of the project to the Association of the Allottees when the same being formed and registered. The Allottee/Purchaser shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee/Purchaser shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

8. **Possession:**

Simultaneously upon execution of this deed of sale, the Promoter have handed over vacant khas possession of the said Apartment/Unit along with the car parking space, if allotted as per the plan annexed hereto, to the Allottee/Purchaser, which the Allottee/Purchaser hereby admits and acknowledges, to have received and the Allottee/Purchaser/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Unit against the Transferor.

## **SCHEDULE - A**

### **(Said Premises)**

ALL THAT piece and parcel of land containing by admeasurement an area of 19 Cottahs, 14 Chittacks and 36.25 Sq.ft. be the same a little more or less situate lying and being premises No.3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071 together with building messuages, hereditaments, tenements constructed thereon and butted and bounded in the manner following :-

ON THE NORTH : By Premises No.3C, Nandalal Basu Sarani;  
ON THE EAST : By Premises No.4, Ho Chi Minh Sarani;  
ON THE SOUTH : By Premises No.1 & 2, Nandalal Basu Sarani;  
ON THE WEST : By Nandalal Basu Sarani;

**Together with** the boundary wall and structures/building therein and all easement rights and all other rights, appurtenances and inheritances for access and user of the said Land.

## **Schedule-B**

### **(said Unit)**

ALL THAT Apartment/Unit being no \_\_\_\_ on the \_\_\_\_ **floor** having **carpet area** of \_\_\_\_ **square feet**, (excluding balcony but including **servant quarter** area admeasuring \_\_\_\_ **sq. ft.**, lying and situated on the \_\_\_\_ **floor**) having total **built up area** of \_\_\_\_ **sq. ft.** (including balcony and the area of utility room situated outside the said unit on \_\_\_\_ **Floor**) along with \_\_\_\_ (\_\_\_\_) car parking spaces (MLCP) being identified as **Parking no.** \_\_\_\_ & \_\_\_\_ (\_\_\_\_) on the \_\_\_\_ **floor** Level for the purpose of parking road worthy Light motor Vehicles in the said building/Project “ELION” lying and situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071

**SCHEDULE – C**

**(Building Plan, Revised Sanction Plan and Completion Certificate)**

The Kolkata Municipal Corporation (KMC) has provisionally sanctioned a plan for construction of Residential Housing Complex, building/Project “ELION” lying and situate at 3A, Nandalal Basu Sarani, (formerly Little Russel Street) P.S. Shakespeare Sarani, Kolkata – 700071, vide Building Permit No.\_2019070046 dated 11-12-2023.

The Promoter on the basis of above mentioned plan, has completed construction of the Residential Housing Complex ‘ELION’ and KMC has granted completion certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_.

**SCHEDULE – D**

**(Sale Agreement)**

The Owner and the Promoter have entered into a Sale Agreement on \_\_\_\_\_ with the Allottee/Purchaser herein for sale/allotment of a Residential Apartment more fully described in the **Schedule B**.

**SCHEDULE - E**

**(Consideration)**

Price for the said Unit as described  
in **Schedule – B**, above

Rs. xxxxxxxxx

Total:

-----  
Rs. xxxxxxxxx  
=====

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

## **SCHEDULE - F**

### **(Common Areas for Apartment/Unit Owners)**

Areas : (a) Open and/or covered paths and passages (and not any other vacant land), (b) Lobbies, Waiting Lounge and Staircases, (c) Access to the Roof and/or Terrace on the Top floor of the New Building, (d) Stair head Room, (e) Lift Machine Room and Lift Well, (f) Boundary walls and main gates of the New Building (g) Children play area (h) Common Toilet on the ground floor, (i) Durwan/Guard/Caretaker's Room, (j) Electrical Meter Room (k) Community Hall (l) Swimming Pool and other areas provided for common use of all the residents of the Building/s.

Water and Plumbing: (a) Water Reservoirs, (b) Water Tanks, (c) All supply / drain Water Pipes (save those inside any Flat, (d) KMC Water Line, (e) Fire Fighting System.

Electrical Installations: (a) Wiring and Accessories for lighting of common areas, (b) Electrical installations relating to meter for receiving electricity from CESC Ltd., (c) Pump and Motor, (d) Lift with all its installations, (e) Diesel Generator Set with its installations, of sufficient capacity for providing backup power to each unit (f) EPABX / Intercom system/CCTV.

(a) Drains, Sewers and pipes, (b) Drainage connection with KMC.

Others: Other common area and installations and/or equipment as are provided in the New Building for common use and enjoyment.

## **Schedule G**

### **(Easement & Restrictions)**

All Apartment/Unit owners/occupants of the said Residential Complex including the Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments/Units



over the common portion.

2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
- 3 The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment/Unit or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule – H**.
5. None of the Units shall be partitioned by metes and bounds by dividing an said Unit, for the purpose of sale of such part/s of the said Unit.
6. The Allottee/Purchasers/occupiers of the said Unit shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

#### **SCHEDULE -H**

##### **(Allottee/Purchaser's Covenants)**

##### **Part I**

##### **(Specific Covenants)**

1. **The Allottee/Purchaser shall not:**
  - 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.

- 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments/Units and/or any portion of the Residential Complex and/or the said Premises.
- 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Complex, save & except the said Unit and in the area of common enjoyment as mentioned hereinbefore in **Schedule – F**.
- 1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the building.
- 1.5 Injure harm or damage the common areas/portions or any other apartment/Unit by making any additions, alternations or withdrawing any support or otherwise.
- 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
- 1.7 Place or cause to be placed any article or object in the common area/portion.
- 1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments/Units in the said Project.
- 1.9 Use or allow the said Unit or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- 1.10 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition / alternation for the same.

- 1.11 Park car/two wheeler or any car on the pathway or open spaces of the said Project, or at any other space, save & except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the said Project.
- 1.12 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the building save at the places provided therefor, however, this shall not prevent the Allottee/Purchaser from displaying a small and decent name – plate outside the main door of the Apartment.
- 1.13 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- 1.14 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Residential Complex or other parts of the said Premises.
- 1.15 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.16 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- 1.17 Alter any portion, elevation or the color scheme of the Residential Complex, the said Premises and/ or the Common Areas/Portions.
- 1.18 Question the quantum of any amount levied upon the Allottee/Purchaser on any account herein contained by the Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.

- 1.19 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter, develop any adjoining/neighborhood premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighborhood premises shall be treated as part of the total development.
- 1.20 Restrict any of the other owners/occupiers of the said Building or Residential Complex for the full and unrestricted enjoyment of the Easements described in **Schedule-G**.
2. **The Allottee/Purchaser shall:**
- 2.1 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit, the Residential Complex and the said Premises within 7 (seven) days of being called upon to do so.
- 2.2 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.3 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
- 2.4 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc for ingress, egress

and for the purpose of which it is meant.

- 2.5 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.6 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to Residential Complex or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.7 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Residential Complex, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee/Purchaser shall have right to claim reimbursement, if the same be occasioned due to default by any other person.
- 2.8 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferor and/or those that by the Association upon its formation.
- 2.9 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 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. In case of default, the Promoter or the Maintenance Agency, as the case may be, will be entitled to get the said Flat 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. Until such time as the said Flat Unit be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (Impositions) shall be proportionately borne by the Purchaser.

## **Part-II**

### **(Maintenance of the Residential Complex)**

1. The Promoter has constructed a Residential Complex called 'Elion' as more fully mentioned in **Schedule - C**.
2. Upon formation of the Association or Body for the occupants/owners of the said Residential Complex, all rights and obligations with regard to the Maintenance & Common Expenses shall be transferred to such Association / Body.
3. The Allottee/Purchaser shall become a member of the Association/Body to be formed by the Apartment Owners of the said Residential Complex at the behest of the Transferor for the maintenance and management of the Common Portions more fully described in **Schedule -F**.
4. The Transferor shall assist the Allottee/Purchaser in all respects in formation of the Association/Body.

The Allottee/Purchaser shall co-operate with the Promoter in all respects for formation of the Association/Body, and for that the Allottee/Purchaser shall authorize the Promoter by giving a Power of Attorney in favour of its authorized representative.

5. The Allottee/Purchaser shall accept the rules and regulations of the

Association/Body to be formed by the Apartment owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.

6. The Allottee/Purchaser shall pay all the charges and fees to the Association/Body as may be levied upon the Allottee/Purchaser by the Association/Body within the dates due therefor.
7. No Allottee/Purchaser shall have the right to form a parallel, independent Association / Body in respect of the said premises and/or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the said Residential Complex.

**Part-III**  
**(Management & Maintenance)**

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the KMC, irrespective of the date of possession of the said Apartment/Unit, received by the Allottee/Purchaser. The Association/Body to be formed by the Apartment Owners shall manage/maintain the premises, the said building and the Common Areas/Portions.
2. The Transferor shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.
3. The management and maintenance service shall be managed by the Promoter, for a maximum period of one year from the date of issuance of completion certificate, by appointing various agencies such as security, housekeeping and gardening. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.
4. All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the

Apartment owners.

5. The Association/Body shall, upon its formation and once handed over by the promoter, be entitled to maintain the Common Areas/Portion.
6. Upon taking over the maintenance and management of the complex by the Association/Body from the promoter, the deposit with the Promoter, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
7. The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the said Residential Complex.
8. If Promoter or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee/Purchaser, then the Allottee/Purchaser shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Apartment Owners.
9. The Allottee/Purchaser shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee/Purchaser, within 7 (seven) days of the due date or of receiving demand in writing for the same.

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

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.



2. **Staff:** The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the promoter until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
4. **Insurance:** Costs of insuring the Building and the Common Portions.
5. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
6. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owner of any of the Apartments of the Residential Complex.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **Others:**
  - 8.1 All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
9. The Allottee/Purchaser shall regularly and punctually make payment of the Maintenance Charges , as per clause 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee/Purchaser shall be liable to pay interest @ 2 % per mensem on the due amounts and if such default shall continue for a period of three

months then and in that event the Allottee/Purchaser shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee/Purchaser hereby consents to the same:

- i) to discontinue the supply of electricity to the "Said Unit".
- ii) to disconnect the water supply
- iii) not to allow the usage of lifts, either by Allottee/Purchaser, his/her/their family members, domestic help and visitors.
- iv) to discontinue the facility of DG Power back-up
- v) to discontinue the usage of all amenities and facilities provided in the said project 'Elion' to the Allottee/Purchaser and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee/Purchaser have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee/Purchaser.

#### **Part-V**

##### **(Apportionment of Municipal Rates & Taxes & Other Impositions)**

1. The Allottee/Purchaser shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/Units and for that the Allottee/Purchaser shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.

2. Upon or after the apportionment of taxes by the KMC, the Purchaser Allottee/Purchaser alone is liable and responsible to pay the KMC tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the KMC, till such time the same is done by KMC the Allottee/Purchaser shall pay taxes proportionately along with other Allottee/Purchasers.
3. Besides the amount of the impositions, the Allottee/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.
4. The liability of the Allottee/Purchaser of Impositions and Penalties in respect of the said Apartment/Unit would accrue with effect from date of Completion Certificate received for the said Residential Complex.
5. The said Association/Body 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 Allottee/Purchaser thereof from the Allottee/Purchaser.

**IN WITNESS WHEREOF** the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the  
**OWNER** represented through its  
Constituted Attorney at Kolkata  
in the presence of:

Executed and delivered by the  
**ALLOTTEE/PURCHASER** at  
Kolkata in the presence of:

Drafted By

Advocate  
High Court at Calcutta

**Memo of Consideration**

Received the aforementioned sum of Rs...../- (Rupees .....)  
only by cheques as full consideration and/or price for sale of the said  
Apartment/Unit from the Allottee/Purchaser.

MEMO OF CONSIDERATION						
SL NO	BY CASH/CHEQUE	DATE	BANK, BRANCH	CHEQUE AMOUNT (INCLUDING TAX)	GST DEDUCTION	CONSIDERATION (EXCLUDING GST)

WITNESS:

\_\_\_\_\_  
**(Promoter)**

=====  
DATED THIS      DAY   OF      20\_\_  
=====

BETWEEN

**SAWANSUKHA DASH PVT. LTD**

**.....Owner**

AND

.....  
... ALLOTTEE/PURCHASER

**DEED OF SALE**

