

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is executed on this _____ day of _____, 2023

BY AND BETWEEN



ASR PROJECTS AND VENTURES LLP, LLP Identification Number **AAV-2350**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at **2C, Mahendra Road, Ground Floor, Kolkata, West Bengal – 700 025**, having **Income Tax Pan No. ABTFA7082L**, within **Post Office – Bhowanipur, Police Station – Bhowanipur**, represented by its Authorised Signatory **Mr. Amitava Singha Roy** Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having **Income Tax Pan No. ATXPS6554K**, **Aadhaar No. 4902 8610 4063**, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, hereinafter referred to as “the **PROMOTER / DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partners and such other person or persons who may be taken in or admitted for the benefit of the said partnership, their executors, administrators, legal representatives and permitted assigns) of the **FIRST PART**;

AND

(1) **LT. COL. DILIP KUMAR MUKERJEE**, Son of Late Dulal Gopal Mukerjee, by Nationality – Indian, by Faith - Hindu, by Occupation - Retired Defence Official, (having **Income Tax Pan AFXPM5776R**, and **AADHAAR No. 7357 9000 9215**), resident of D - 4 Sainagari, Housing Society, 200/1A, Kalyaninagar, P.O. Yerawada, Police Station Yerawada, Pune-411006, Maharashtra, (2) **SHRI DEBASIS MUKERJEE**, Son of Late Dulal Gopal Mukerjee by Nationality – Indian, by faith Hindu, by Occupation Retired PSU Official, (having **Income Tax Pan ACNPM3628F** & **AADHAAR No. 7978 9044 8076**), resident of 6D, Block – E; Jai Shree Green City, Argora, P.O. Doranda, Police Station Argora, Ranchi – 834002, Jharkhand, and (3) **SHRI DEBJYOTI MUKERJEE**, son of Son of Late Dulal Gopal Mukerjee by Nationality – Indian, by Faith - Hindu, by Occupation - Private Business, (having **Income Tax Pan AKBPM7722N**, & **AADHAAR No. 9883 8647 3102**), resident of P – 562, Block – N, P.O. - New Alipore, Police Station - New Alipore, Kolkata – 700053, West Bengal, hereinafter jointly and collectively hereinafter referred to as “**OWNERS/LAND OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include them and each of their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART** represented by their lawful Constituted Attorney **ASR PROJECTS AND VENTURES LLP**, **LLP Identification Number AAV-2350**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at **2C, Mahendra Road, Ground Floor, Kolkata, West Bengal – 700 025**, having **Income Tax Pan No. ABTFA7082L**, within **Post Office – Bhowanipur, Police Station – Bhowanipur**, represented by its Authorised Signatory **Mr. Amitava Singha Roy** Son of Sri Binoy Kumar Singha Roy, by Occupation Service, having **Income Tax Pan No. ATXPS6554K**, **Aadhaar No. 4902 8610 4063**, residing at 119 Bamacharan Roy Road, Post Office Behala, Police Station Behala, Kolkata-700034, duly appointed and authorized vide registered **Power of Attorney after registered Development Agreement dated 15th March 2023** which documents was registered in the Office of **The District Sub Registrar – II, South 24 Parganas, West Bengal, registered in Book No. I, Volume No. 1602-2023 Page from 123611 to 123637, Being No. 160203317 for the Year 2023**;

AND

hereinafter referred to as “the **ALLOTTEES / PURCHASERS**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include them



and each of their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **THIRD PART**;

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

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **ALL THAT THE** piece and parcel of Bastu land admeasuring **5.88 Katha** equivalent to **5 (Five) Katha 14 (Fourteen) Chattack 3 (Three) Sq. Ft.** be the same a little more or less as per Deed but as per physical measurement **5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft.** be the same a little more or less along with 50 years old G + I storied and/or partly two or partly three storied residential building bearing more or less 1653.284 Sq. Ft. built up area in totality having cemented flooring situated and lying at **Premises No. 41 Biplabi Dinesh Majumder Sarani**, (formerly known as P-562 , Block - N, New Alipore, having postal address 23A/P562 Diamond Harbour Road) Block - N, New Alipore, **Kolkata - 700053 under Police Station - New Alipore**; within the jurisdiction of Kolkata Municipal Corporation; **Ward No. 081, Assessee No. 110811400543**, within Additional District Sub Registry Office at Alipore, **District 24 Parganas South**, fully described in the **FIRST SCHEDULE, SAVE** such undivided shares / parts therein as have already been conveyed in favour of various allottees. Devolution of title of the Land Owner to the said Premises is set out in the **FIFTH SCHEDULE**.
- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Kolkata Municipal Corporation has granted permission to construct vide Building Permit No. _____ dated _____ as modified by _____ dated _____.
- F. The Promoter has registered the Project under the provisions of the Act with the Regulatory Authority at Kolkata on _____ under registration No. _____.
- G. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and The Kolkata Municipal Corporation has issued completion certificate vide _____ dated _____.



- H. By an Agreement for Sale dated _____ and registered with the _____ in _____, the Promoter agreed to sell and transfer to the Allottee **All That** the **said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- I. The construction of the said Unit is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on _____.
- J. The Promoter and the Land Owners have duly complied with their obligations contained in the said Sale Agreement and are not in default of their obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter. Any and all claims by any party against the other under or by virtue of the said Sale Agreement hereby stand waived and all delays defaults and breaches stand condoned.
- K. The Allottee has now requested the Promoter and the Land Owners to convey the said Apartment in favour of the Allottee.
- L. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Land Owners and the Promoter to the said Premises;
 - (ii) The rights of the Promoter under the Development Agreement;
 - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto;
 - (iv) The workmanship and quality of construction of the said Unit and the Project, including the structural stability of the same;
 - (v) The total area comprised in the said Unit;
 - (vi) The Completion Certificate;
 - (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.
- I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. _____ (Rupees _____) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same, both the Promoter and the Land Owners do hereby discharge the Allottee), the Land Owners and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (both of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible variable impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written **TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in



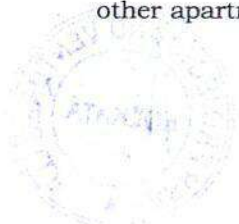
the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances mentioned and described in the Second Schedule hereunder written **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses (described in the **FOURTH SCHEDULE** hereunder written) proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

II. THE LAND OWNERS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Land Owners and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment / Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Land Owners and the Promoter.
- iii) The Land Owners and the Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Land Owners and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE PROMOTER AND THE LAND OWNERS as follows:

1. The Allottee so as to bind himself to the Promoter and the Land Owners and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land



Owners and with all the other allottees that the said Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.

2. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

3. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment / Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

4. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 4.1 The Allottee shall be solely responsible to maintain the Apartment / Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment / Unit, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment / Unit, and keep the Apartment / Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 4.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment / Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also



not remove any wall including the outer and load bearing wall of the Apartment / Unit.

- 4.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

5. **ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act and save to the extent specifically mentioned in these presents or permitted by any law for the time being in force.

6. **NOTICES**

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

7. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

8. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Indenture shall be construed and enforced in accordance with the laws of India for the time being in force.

9. **OTHER PROVISIONS:**

- 9.1 The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Apartment / Unit) nor do anything whereby the construction or development of the Said Premises or the said Premises or the sale or transfer of the other



Apartments / Units in the Said Premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Owners are restrained from construction of the Said Premises and/or transferring and disposing of the other units / apartments / saleable spaces and rights in the Project or the Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Owners or any of them.

- 9.2. Save the said Apartment / Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Units / Apartments / units and spaces or store-rooms or constructed areas or parking spaces at the said Premises or the Project / Said Premises or the Building thereat.
- 9.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain Apartments / Units may have the exclusive open to sky Terrace / Gardens attached to their respective apartments / units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no right over the same nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 9.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Apartment / Unit in the records of concerned authorities.
- 9.5 The rights of the Allottee in respect of the said Apartment / Unit under these presents can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 9.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Apartment / Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 9.7. The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the premises and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Allottee under these presents) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.



- 9.8 Save the said Apartment / Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other apartments / units and spaces or constructed areas or car parking spaces at the said premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 9.9 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.
- 9.10 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 9.11 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or developers of adjoining / contiguous properties on such terms as be agreed by and between the Promoter and the owners / developers of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land



/ development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 9.12 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Building or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 9.13 The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units / Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 9.14 The properties and rights hereby sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Apartment / Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 9.15 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and shall, transfer his / her/ its proportionate share of the title / interest in respect of the Common Areas and Installations, in favour of the Association / Maintenance Company as may be formed, by execution of documents as necessary at its / their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee, shall also be bound and obliged, at its / their own costs, to execute all papers and documents and do all acts deeds matters and things as be required for compliance of Section 17 of the RERA and also the provisions of West Bengal Apartment Ownership Act, 1972, including to execute the declaration as required under Section 2 read with Section 10 of the West Bengal Apartment Ownership Act, 1972 as and when required, and shall adhere to the time line for submitting to the provisions of West Bengal Apartment Ownership Act, 1972 and vesting / transfer of the title / interest in respect of the Common Areas and Installations, if proportionate share whereof is proposed to be held by the Allottee herein, in favour of the Association / Maintenance Company as may be formed, at its / their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions;



- 9.16 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter and the Maintenance In-charge against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners or the Promoter or the Maintenance In-charge as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 9.17 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof.
- 9.18 The Project at the said Premises shall bear the name **"ADITRI ASHISH"** unless changed by the Promoter from time to time in its absolute discretion.
- 9.20 The paragraph headings do not form a part of these presents and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.



IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed these presents for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE : (including joint buyers)

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____



SCHEDULES**THE FIRST SCHEDULE ABOVE REFERRED TO:**
(the said Premises)

ALL THAT THE piece and parcel of Bastu land admeasuring **5.88 Katha** equivalent to **5 (Five) Katha 14 (Fourteen) Chattack 3 (Three) Sq. Ft.** be the same a little more or less as per Deed but as per physical measurement **5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft.** be the same a little more or less along with 50 years old G + I storied and/or partly two or partly three storied residential building bearing more or less 1653.284 Sq. Ft. built up area in totality having cemented flooring situated and lying at **Premises No. 41 Biplabi Dinesh Majumder Sarani**, (formerly known as P-562, Block - N, New Alipore, having postal address 23A/P562 Diamond Harbour Road) Block - N, New Alipore, **Kolkata - 700053 under Police Station - New Alipore**; within the jurisdiction of Kolkata Municipal Corporation; **Ward No. 081, Assessee No. 110811400543**, within Additional District Sub Registry Office at Alipore, **District 24 Parganas South**, delineated in the map or plan annexed hereto and bordered in red colour therein and the said land and building is butted and bounded in the following manner: -

- On the North : By 30' Ft wide KMC Road named as Biplabi Dinesh Majumder Sarani;
- On the South : By Plot Nos P-547 and P-548.
- On the East : By Premises P-561, Block - N, New Alipore, Kolkata - 700053;
- On the West : By Premises P-563, Block - N, New Alipore, Kolkata - 700053;

OR HOWSOEVER OTHERWISE the same may be butted and bounded known, numbered called described and/or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:**(the said APARTMENT / UNIT)**

All That the **Apartment / Unit bearing No. _____** containing a **Carpet Area** of _____ **sq.ft, Square Feet [Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ **Square Feet**) and **Super Built Up Area** being _____ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the _____ side on the _____ **floor** of the Building at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

With right to park _____ **motor car/s** in the closed space in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

_____ Add Narration for Other Parking Spaces, as applicable. _____

THE THIRD SCHEDULE ABOVE REFERRED TO:**PART-I****(Common Areas and Installations)**

1. The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
2. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
3. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
4. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
5. Water pump and motor with installation (if any separately provided for any Building).
6. Overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
7. Windows/doors/grills and other fittings of the common area of the premises.
8. Electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required therefor
9. Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats as are necessary.
10. Electrical installations and the accessories and wiring's in respect of the New Building (s) and/or project and the space required therefore, if installed.
11. Tube Well, Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
12. Water waste and sewerage evacuation pipes and drains from the buildings/Subject Property to the municipal duct/drains.
13. Boundary walls of the Subject Property and main gates.
14. Transformer if applicable.
15. Generator its installations and its allied accessories.
16. Lifts and their accessories and spaces required therefore.
17. That the ultimate roof of the Building shall remain common for all the prospective Flat Owners in the said Project after keeping provision of the Common Areas and Installations as the Developer at its discretion, decide.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises,



including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).

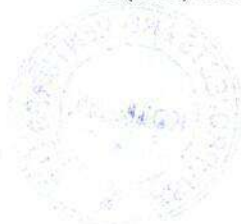
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common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

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

The facts about the Owners deriving title to the said Property is as follows:-

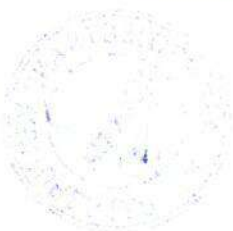
Re. Land measuring 5 (Five) Katha 14 (Fourteen) Chattack 3 (Three) Sq. Ft. be the same a little more or less as per deed but as per physical measurement 5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less; situated and lying at Premises No. 41 Biplabi Dinesh Majumder Sarani, Kolkata - 700053 , formerly known as P-562 , Block - N, New Alipore, Kolkata - under Police Station - New Alipore; within the jurisdiction of Kolkata Municipal Corporation; Ward No. 81,;

A. W H E R E A S by a registered **Deed of Conveyance** dated the **5th day of December, 1958** made between **Nripabala Basu** wife of **Nirod Kumar Basu**, therein referred to as the **Vendor** of the First Part and **Nirod Kumar Basu** and **Nripabala Basu**, therein referred to as the **Confirming Party** of the Second Part and **Sri Dulal Gopal Mukerjee**, son of **Nanda Gopal Mukerjee**, therein referred to as the **Purchaser** of the Third Part, registered at the office of the Sub Registrar Alipore Sadar, and recorded in **Book No. I, Volume No.167, Pages 241 to 245, Being No. 10030 for the year 1958**, the said **Nripabala Basu** the Vendor therein for the consideration therein mentioned granted, transferred, sold, and conveyed, assigned, and assured to the said **Sri Dulal Gopal Mukerjee** free from all encumbrances **ALL THAT** the piece and parcel of revenue free land measuring 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. be the same a little more or



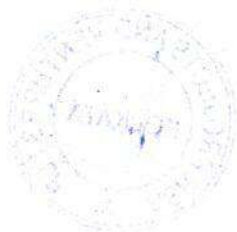
less situate and lying at being Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta more fully described in the Schedule there under written delineated in the map or plan annexed thereto and coloured in RED border therein and for the sake and brevity hereinafter referred to as the "**said Premises**".

- B. AND WHEREAS** by virtue of aforesaid purchases the said **Shri Dulal Gopal Mukerjee** thus became the absolute owner and occupier of **ALL THAT** the piece and parcel of revenue free land measuring 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. be the same a little more or less situate and lying at being Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, and while seized and possessed of the said property as aforesaid the said **Dulal Gopal Mukerjee alias Mukherjee** mutated and recorded his name in the records of Calcutta Municipal Corporation and the said **5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land** situate and lying at being Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas **numbered as 41, Biplabi Dinesh Majumder Sarani**, bearing Assessee No. 11-081-14-0054-3 under Municipal Ward No. 081 and enjoying the same by paying taxes to the Government.
- C. AND WHEREAS** the said **Dulal Gopal Mukerjee** constructed a partly three storied pucca residential building upon a piece and parcel of **2229.985 Sq. Ft land** out the said **5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land as per deed** but as per physical measurement **5 (Five) Katha 13 (Thirteen) Chitack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less** and left with 1984.829 Sq. Ft. land vacant thereat respectively comprising in **Premises No. 41, Biplabi Dinesh Majumder Sarani, Kolkata - 700 053, bearing postal address 23A/P562 Diamond Harbour Road, Kolkata 700053**, formerly Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, after getting valid sanction from the then Calcutta Municipal Corporation, and for the sake of brevity the said land and building hereinafter referred to as the "**subject Property**".
- D. AND WHEREAS** the said **Dulal Gopal Mukerjee** died testate on **05/06/1993** leaving and surviving his wife **SMT. SARBANI MUKERJEE**, Three Sons **DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE** and only married daughter **SMT. SHANTI BANERJEE** as his legal heirs and successors and no other else.
- E. AND WHEREAS** before his death the said **Dulal Gopal Mukerjee** made and published his last will dated 13/05/1989 whereby he bequeathed the subject



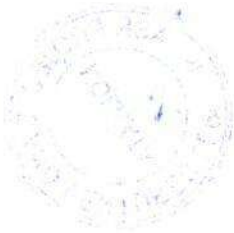
property in favour of his aforesaid three sons **DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE** in the manner more fully and particularly mentioned and described in the said will after creating a life interest of his wife **SMT.SARBANI MUKERJEE** in the subject property being the sole executrix of the said will. In the aforesaid Will the said **Dulal Gopal Mukerjee** however create such other accommodation for his daughter Smt. Shanti Banerjee without bestowing her any right title and interest in the subject property.

- F.** The aforesaid Will has been duly probated before the Hon'ble High Court at Calcutta and **Probate has been granted on 22/09/1994 by the Hon'ble High Court Calcutta in Probate Case No. 147 of 1994.**
- G. AND WHEREAS** the said Sarbani Mukerjee who during her lifetime and at the time of her death was a Hindu died intestate on 13/12/2014 and before her death duly administered the will of said Dulal Gopal Mukerjee in terms of Probate dated 22/09/1994 passed by the Hon'ble High Court Calcutta in Probate Case No. 147 of 1994.
- H. AND WHEREAS** by virtue of aforesaid will and probate the said **DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE** jointly become the absolute Owners of **ALL THAT the piece and parcel of 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land as per deed but as per physical measurement 5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less comprising in Premises No. 41, Biplabi Dinesh Majumder Sarani, Calcutta - 700 053, District 24 Parganas South, bearing postal address 23A/P562 Diamond Harbour Road, Kolkata 700053,** formerly Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, under Police Station - New Alipore within the jurisdiction of Kolkata Municipal Corporation; Ward No. 081, and mutated and recorded his name in the records of Calcutta Municipal Corporation under Assessee No. 110811400543 more fully and particularly mentioned and described in the First Schedule hereunder written and for the sake of brevity hereinafter referred to as the **"subject property"**.
- I. AND WHEREAS** by the aforesaid Will of said Dulal Gopal Mukerjee bequeath and devise the existing permanent structure permanent structure floor wise as an apartment in favour of his respective son and also bequeath and devise the vacant land within the subject property in favour of his younger son Debjyoti Mukerjee. That in terms of the aforesaid will the youngest son Shri Debjyoti Mukherjee become entitled to entire ground floor together with the mezzanine floor and garage on the east side together with common right in the staircase portion together with the existing vacant land at the back side within the subject property. That the said Debashis Mukerjee become entitled to First Floor of the existing permanent structure together with common right in the staircase portion. That the said Dilip Mukerjee become entitled to Second Floor of the existing permanent structure together with common right in the staircase portion more fully mentioned and described in the said will.
- J. AND WHEREAS** by virtue of aforesaid will and probate Shri Debjyoti Mukherjee become the owner of entire ground floor of the existing structure together with the mezzanine floor and garage on the east side together with common right in the staircase portion i.e. 1/3rd undivided owner of the land within the building property



plus the absolute owner of the existing vacant land at the back side within the subject property and thereby getting entitled to undivided 64.728% share or interest in the subject property and the said Debashis Mukerjee being the 1/3rd undivided owner of the land within the building property become entitled to undivided 17.636% share or interest in the subject property and the said Dilip Mukerjee being the 1/3rd undivided owner of the land within the building property become entitled to undivided 17.636% share or interest in the subject property.

- K. AND WHEREAS** it has been agreed between the Owners and Developer that after development Identified Flats/Units containing 50% (Fifty) percent of the total constructed area of all the Units in the New Building (s) and/or project being the First Floor and Second Floor together with undivided proportionate impartible share of land attributable thereto together with the proportionate undivided impartible share in the Common Areas and Installations together with 50% (Fifty percent) of the total Parking Spaces in the Ground Floor of New Building shall belong exclusively and absolutely to the Owners and Identified Units containing 50% (Fifty percent) of the total constructed area of all the Units in the New Building (s) and/or project being the Third Floor and Fourth Floor together with undivided proportionate impartible share of land attributable thereto together with the proportionate undivided impartible share in the Common Areas and Installations together with 50% (Fifty percent) of the total Parking Spaces in the Ground Floor of New Building shall belong exclusively and absolutely to the Developer. It is also agreed that the Owners are also entitled to a sum of Rs.70,00,000/- (Rupees Seventy Lacs only) as nonadjustable advance from the Developer as stated hereinabove.
- L. AND WHEREAS** the said Debjyoti Mukerjee having undivided 64.728% share or interest in the subject property and the said Debashis Mukerjee and the said Dilip Mukerjee each having undivided 17.636% share or interest each in the subject property discussed and amicably settled between themselves that being the major shareholder in the subject property having undivided 64.728% share or interest in the subject property the said Debjyoti Mukerjee shall be entitled to the all Flats/Apartments on the Second Floor of the proposed multistoried building together with the undivided proportionate impartible share in the land together with undivided proportionate impartible share in the common areas and installations and 50% of the car parking space out of the owners allocations in the development agreement and shall also be entitled to the entire non-adjustable advance amount of Rs.70,00,000/- (Rupees Seventy Lacs only). That in lieu of aforesaid understanding the said Debashis Mukerjee and the said Dilip Mukerjee, each having undivided 17.636% share or interest in the subject property shall become entitled to one self-contained Flat each on the First Floor of the proposed multistoried building together with the undivided proportionate impartible share in the land together with undivided proportionate impartible share in the common areas and installations and the balance 50% of the car parking space out of the owners allocations in the development agreement and shall not become entitled to any portion of Non-adjustable advance under the development agreement.
- M. AND WHEREAS** based upon the aforesaid amicable understanding between the Owners, the said Owners DILIP KUMAR MUKERJEE, DEBASIS MUKERJEE and DEBJYOTI MUKERJEE intends and decided to promote /develop / construct a multistoried building in the said piece and parcel of 5.88 Katha, equivalent to 5 (Five) Katha, 14 (Fourteen) Chattack, 3 (Three) Sq. Ft. land as per deed but as per physical measurement 5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft. be the same a little more or less comprising in Premises No. 41,



Biplabi Dinesh Majumder Sarani, Calcutta - 700 053, bearing postal address 23A/P562 Diamond Harbour Road, Kolkata 700053, formerly Plot No. 562, of Block N, of the Hindusthan Co-operative Insurance Society's Development Scheme No. XV, lying within the Port Commissioner's Surplus land lying between Diamond Harbour Road and Tolly Nullah and carved out of the original No. 23A, Diamond Harbour Road, within P.S. Alipore, District 24 Parganas, within the municipal limits of the Corporation of Calcutta now South 24 Parganas, under Police Station - New Alipore within the jurisdiction of Kolkata Municipal Corporation; Ward No. 081, Assessee No. 110811400543, more fully and particularly mentioned and described in the First Schedule hereunder written and for the sake of brevity hereinafter referred to as the "said Premises".

- N. **AND WHEREAS** in pursuance of such aforesaid understanding the parties herein entered into a [collaboration/development/joint development] agreement dated **15/03/2023**, with the Promoter/Developer herein, which documents was registered in the Office of **The District Sub Registrar - II, South 24 Parganas, West Bengal, registered in Book No. I, Volume No. 1602-2023 Page from 123894 to 123973, Being No. 160203297 for the Year 2023** and in pursuance thereof the Owners/Land Owners herein have granted a registered **Power of Attorney after registered Development Agreement dated 15th March 2023** which documents was registered in the Office of **The District Sub Registrar - II, South 24 Parganas, West Bengal, registered in Book No. I, Volume No. 1602-2023 Page from 123611 to 123637, Being No. 160203317 for the Year 2023** and another **Specific Power of Attorney for construction purpose dated 15th March 2023** which documents was registered in the Office of **The District Sub Registrar - II, South 24 Parganas, West Bengal, registered in Book No. I, Volume No. 1602-2023 Page from _____ to _____, Being No. 16020_____ for the Year 2023 respectively**. By and in terms of the said Development Agreement (as hereinafter defined), the Owners/Land Owners permitted and granted exclusive right to the Promoter/Developer to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained and for the sake of brevity hereinafter referred to as the "said Project".

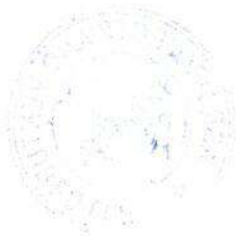


RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Allottee the within mentioned sum of Rs. _____ (Rupees _____) only being the consideration in full payable under these presents to the Promoter by cheques /pay order / demand draft and/or in cash.

WITNESSES:

(PROMOTER)



Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PREMISES** shall mean Bastu Land measuring **5.88 Katha** equivalent to **5 (Five) Katha 14 (Fourteen) Chattack 3 (Three) Sq. Ft.** be the same a little more or less as per Deed but as per physical measurement **5 (Five) Katha 13 (Thirteen) Chattack 29.814 (Twenty Nine point eight one four) Sq. Ft.** be the same a little more or less along with 50 years old G + I storied and/or partly two or partly three storied residential building bearing more or less 1653.284 Sq. Ft. built up area in totality having cemented flooring situated and lying at **Premises No. 41 Biplabi Dinesh Majumder Sarani**, (formerly known as P-562 , Block - N, New Alipore, having postal address 23A/P562 Diamond Harbour Road) Block - N, New Alipore, **Kolkata - 700053 under Police Station - New Alipore;** within the jurisdiction of Kolkata Municipal Corporation; **Ward No. 081, Assessee No. 110811400543**, within Additional District Sub Registry Office at Alipore, **District 24 Parganas South**, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
- iv) **PROJECT / BUILDING AND/OR NEW BUILDING** shall mean the new Building proposed to be constructed by the Promoter at the said Premises having a Ground Floor and III (Three) Upper Floors and containing several independent and self contained Flats / Apartments and/or Units and/or parking spaces, and shall have no objection with regard thereto in any manner whatsoever.
- v) **ALLOTTEES / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owners and taken possession of any Apartment / Unit in the said Premises.
- vi) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises.

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Apartment / Unit or exclusive greens / gardens attached to any particular Apartment / Unit, all Parking Spaces, and other open and covered



spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter and the Owners shall be entitled to deal with and/or dispose of the same in their absolute discretion, to which the Allottee hereby consents.

The final scheme for use and enjoyment of the Common Areas and Installations shall be determined by the Developer at its sole discretion after completion of construction of the Building and the Allottee hereby consents to the same.

- vii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.
- viii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective apartments / units exclusively and the Common Areas and Installations in common.
- ix) **UNITS** shall mean the independent and self-contained Flats / Apartments and/or Units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said Premises and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s and/or exclusive gardens / greens and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments / Units and also the proportionate undivided share in the common areas and installations, attributable thereto.
- x) **PARKING SPACES** shall mean garages and/or closed parking spaces and/or covered parking spaces in or portions of the Building and the Premises as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified, without the allottee having any ownership or title to the space thereof. It is also clarified that in case any parking be a stack car parking (i.e. having access through another parking space or vice versa), then allottees of both the stack parkings shall allow each other to park his / her / its motor car and for that shall do all acts as be necessary (including to remove / shift his / her motor car from time to time as be required).



- xi) **CARPET AREA** according to the context shall mean the net usable floor area of any Apartment / Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment / Unit;
- xii) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Apartment / Unit).
- xiii) **CHARGEABLE / SUPER BUILT-UP AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Apartment / Unit **AND** shall include the proportionate share of the areas of the common areas in the Building and the Premises, attributable to such Apartment / Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Chargeable / Super Built-up Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Apartment / Unit agreed to be purchased by the Allottee.
- xiv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Built-up Area of the said Apartment / Unit may bear to the Built-up Area of all the Units in the Said Premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Apartment / Unit).
- xv) **SAID APARTMENT / UNIT** shall mean the Residential **Apartment / Unit No. _____** on the _____ floor of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** and **wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Apartment / Unit **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE** and **further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and **further wherever the context so permits** shall include the exclusive right



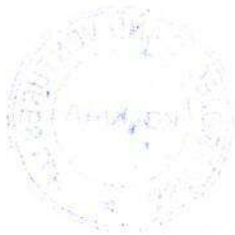
to use the green / garden attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive, unrestricted and absolute right to install VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof of the Building and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE**.

- xvi) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated **15/03/2023**, with the Promoter/Developer herein, which documents was registered in the Office of **The District Sub Registrar – II, South 24 Parganas, West Bengal, registered in Book No. I, Volume No. 1602-2023 Page from 123894 to 123973, Being No. 160203297 for the Year 2023;**
- xvii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xix) **PLAN** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. _____ dated _____, for construction of the Building/s at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors / extension of building/s as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations shall be and/or is likely to stand reduced.
- xx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.



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

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



Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective apartments / units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
 - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their apartments / units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their apartments / units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
 - (d) in case of **Residential Flats / Apartments**, to use their respective Flats / Apartments (and utility rooms etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter and/or the Land Owners first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter and/or the Land Owners nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
 - (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
 - (f) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
 - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective apartments / units of men and materials and passage of utilities and facilities.



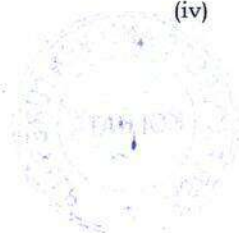
- (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
- (i) not to claim any right whatsoever or howsoever over any unit or portion in the said Premises save their respective Apartments / Units.
- (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective Apartments / Units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Apartment / Unit.
- (k) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (l) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Units in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.



- (p) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Apartments / Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Apartments / Units to any other owner of Apartment / Unit in the Building and none else.
- (s) In case any Open Terrace be attached to any Apartment / Unit, then the same shall be a property / right (as applicable) appurtenant to such Apartment / Unit and the right of use and enjoyment thereof shall always travel with such Apartment / Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Apartment / Unit owned by such Allottee in the said Building);
 - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building.

- (t) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Apartment / Unit, to any person;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages



within the said premises or any other portion of the premises save at the allotted Parking Space;

- (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Owners and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said premises.
- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners with regard thereto.
- (u) In the event any Allottee has been allotted any store room, whether jointly with the Apartment / Unit or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such store room only for the purpose of storage and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room or allow or permit any one to use such store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such store room, independent of his Unit,;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the store room.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room and shall indemnify and keep saved harmless and indemnified the Promoter and the Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their respective Apartments / Units.
- (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (x) not be entitled to nor permitted to make any structural changes / modifications to their respective Apartments / Units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.

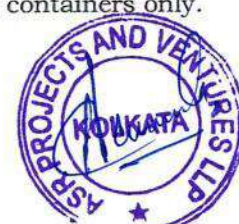


- (y) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said Premises including those under the West Bengal Fire Service Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder, and shall indemnify and keep the Promoter and the Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- (cc) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.
- (dd) not to fix or install air conditioners in their respective Apartments / Units save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100 (Rupees Hundred)per sq. ft., of the Chargeable Area of such Allottee's Apartment /



Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Apartments / Units approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Apartments / Units.

- (ee) Not to make or permit to be made any alterations in or additions to the Premises or any part thereof or the common fixtures, fittings and decorations therein and without prejudice to the generality of the foregoing not to install or construct any internal partitions save with the prior written approval of the Promoter and even thereafter in a lawful manner, upon such terms and conditions as the Promoter and the relevant authorities deem fit, such consent and approval to be sought at the Allottee's own cost and if the Promoter shall give such written consent and relevant authorities shall give such approval, to carry out at the Allottee's own expense such alterations or additions with such materials and in such manner and at such times and by such contractors as shall be approved by the Promoter and the Allottee shall at their own expense obtain all necessary planning approval and any other consents pursuant to the provisions of any statute, rule, order, regulation or bye-law applicable thereto and shall comply with the conditions thereof.
- (ff) Not to affix or install any further or additional electrical points in or about the said Apartment / Unit without the prior written consent of the Promoter and the relevant authorities and provided further that all such work, if permitted, shall be carried out by a licensed electrical contractor to be employed and paid by the Allottee who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Allottee will be required to submit proper electrical plans to the Public Utilities Board or Power Supply authorities or other relevant authorities for approval.
- (gg) All debris and waste materials of whatever nature resulting from any works in the said Apartment / Unit shall be disposed by the Allottee in the manner prescribed by the Promoter and/or the Maintenance In-charge failing which the Promoter and/or the Maintenance In-charge reserve the right (without being under any obligation to do so) to dispose of the same and all costs and expenses incurred by the Promoter and/or the Maintenance In-charge in this respect shall be paid by the Allottee to the Promoter and/or the Maintenance In-charge on demand.
- (hh) To keep the said Apartment / Unit and every part thereof clean and hygienic and tidy and at a standard acceptable to the Promoter and/or the Maintenance In-charge and to keep all pipes drains basins sinks and water closets if any in the premises clean and unblocked / unclogged. Any cleaners employed by the Allottee for the purposes hereof shall be at the sole expense and responsibility of the Allottee.
- (ii) The Allottee shall not throw refuse, rubbish, scrap, tins, bottles, boxes, containers of any kind, any article or thing through or over windows or any part of the said Premises but into proper bins receptacles or containers only.



- (jj) In the event of any default by the Allottee, the Promoter and/or the Maintenance In-charge may carry out such remedial measures as they think necessary and all costs and expenses incurred thereby shall be paid by the Allottee to the Promoter and/or the Maintenance In-charge forthwith on demand and all costs and expenses so incurred together with interest thereon from the date the costs and expenses were so incurred by the Promoter and/or the Maintenance In-charge until the date they are paid, shall be recoverable from the Allottee as if they were rent in arrears.
- (kk) To keep the said Apartment / Unit securely fastened and locked at all times when they remain unattended and not to keep any animal or reptile in the Apartment / Unit.
- (ll) Not to block up, darken, or obstruct or obscure any of the windows or lights belonging to the said Apartment / Unit or to any part of the Building.
- (mm) Not to cover or obstruct any ventilating shafts or air-inlets or outlets.
- (nn) Not to erect or install on the windows of the said Apartment / Unit or on any glass panel any sign device furnishing ornament or object which is visible from outside the said Apartment / Unit and which, in the opinion of the Promoter, is incongruous or unsightly or may detract from the general appearance of the Building.
- (oo) Not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the said Apartment / Unit or any part of the Building any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Promoter and at the Allottee' own cost and expense.
- (pp) Not to place or take into the lifts, without the prior approval of the Promoter and/or the Maintenance In-charge, any baggage, furniture, heavy articles or other goods.
- (qq) Not to do any act deed or thing whereby the rights of any of the other Allottees / Co-owners / Occupiers of other Apartments / Units in the Building is interfered or obstructed and shall do all acts deed and things for the purpose of maintaining decency of the Building.
- (rr) Not to store or any goods articles or material in or about the said Unit which are hazardous inflammable combustible illegal or prohibited by law.
- (ss) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Apartment / Unit which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the



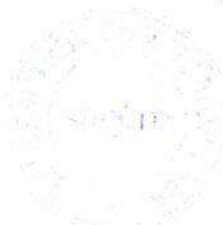
Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs.100/=(Rupees One Hundred) only per sq. ft. of the Chargeable Area of such Allottee's Apartment / Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Apartment / Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.

- (tt) not to make in the Apartment / Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100/= (Rupees One Hundred) Only per sq. ft., of the Chargeable Area of the concerned Apartment / Unit.
- (uu) to bear and pay and discharge exclusively the following expenses and outgoings, with effect from the Deemed Date of Possession /Date of Commencement of Liability (as defined in the Sale Agreement):-
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to The Kolkata Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the Premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
 - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the



common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.5.00/- (Rupees Five Only) per square foot per month of the Chargeable Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
 - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).
- (vv) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owners and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Apartment / Unit or in the letterbox earmarked for the said Apartment / Unit.
 3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
 4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses



or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 12% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity to the said Apartment / Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Apartment / Unit;
 - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Apartment / Unit.
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.
5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.



DATED THIS ____ DAY OF _____

BETWEEN

ASR PROJECTS AND VENTURES LLP

... PROMOTER/ DEVELOPER

AND

LT. COL. DILIP KUMAR MUKERJEE & 2 OTHERS

... OWNERS / LAND OWNERS

AND

... ALLOTTEES/PURCHASER



CONVEYANCE

(Apartment / Unit No. _____ on the _____

Floor

in the Project "**ADITRI ASHISH**")