

**DEED OF CONVEYANCE**

**THIS INDENTURE** is made on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 2024

**BETWEEN**

**(1) TAPATI SAHA, (AADHAAR NO. 3011 4849 4174) (PAN – ANSPS9752L)**, Wife of Sri Asish Kumar Saha, **(2) NANDITA PODDAR, (9778 8766 3573) (PAN – AHSP4013B)**, Wife Of Sri Dilip Kumar Poddar and both are daughters of Late Gajendra Narayan Das, by Occupation – Housewife, both residing at 27, Janak Road, P.O. – Sarat Bose Road, P.S. - Tollygunge, Kolkata – 700029, West Bengal, **(3) KAUSIK SAHA, (AADHAR NO. 7165 8247 8693) (PAN NO. –ANIPS3968A)**, Son of Sri Madhab Chandra Saha, by Occupation - Doctor, residing at AJ-319, Salt Lake City, Sector-II, P.S. – Bidhannagar East, P.O.– Sech Bhawan, Kolkata – 700091 and **(4) DEBASHISH SAHA, (AADHAR NO. 4624 0682 8519) (PAN NO. GGDPS8520J)**, Son of Sri Madhab Chandra Saha, by Occupation - Unemployed, residing at AJ-319, Salt Lake City, Sector-II, P.S. – Bidhannagar East, P.O.– Sech Bhawan, Kolkata – 700091, West Bengal, all are by Faith – Hindu, by Nationality - Indian, duly represented by their constituted attorney **M/S. RASHBEHARI CONSTRUCTION PVT. LTD., (PAN-AABCR8221L)**, A Company having its registered office at 16A, Brabourne Road, 9<sup>th</sup> Floor, Kolkata - 700 001, bearing C I N Number U45201WB1998PTC088224, a Company incorporated under the provisions of Indian Companies Act 1956, represented by its authorized representative vide Board Resolution Dated 15.02.2022 namely **SRI NAWAL SUROLIA (PAN: AXOPS8405L), (AADHAAR NO. 8612 3263 1254)**, Son of Late Radha Kishan Surolia, by faith – Hindu, by occupation – Service, Nationality-Indian, residing at Premises No. 147/C/4, Dakhindari Road, P.O. Shree Bhumi, P.S. – Lake town, Kolkata – 700048, constituted vide a registered **POWER OF ATTORNEY** dated 08.06.2022, registered in the Office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2022, Page from 258321 to 258352 being no. 190206697 for the year 2022, in order to fully implement the intents of the Supplementary Development Agreement registered with the Office of the Additional

Registrar of Assurances – II, Kolkata and recorded in Book No. I, being No. 05963 for the Year 2022, **jointly/collectively called and referred to as the OWNERS** (which term and expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) **of the FIRST PART.**

**AND**

**M/S. RASHBEHARI CONSTRUCTION PVT. LTD. (PAN-AABCR8221L)**, A Company having its registered office at 16A, Brabourne Road, 9<sup>th</sup> Floor, Kolkata-700 001, duly represented by one of the directors vide Board Resolution Dated 10.02.2022 namely **UTKAARSH K MODY (PAN: AJNPM7284L, AADHAAR NO. 3536 9587 6858)**, Son of Sri Pawan Kumar Mody, by faith – Hindu, by occupation – Business, Nationality-Indian, residing at Premises No. 8/A Middleton Street, 1<sup>st</sup> Floor, P.O. – Middleton Row, P.S. – Shakespeare Sarani, Kolkata – 700071, hereinafter called and referred to as the **‘PROMOTER’** (which terms and expressions shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors, successors-in-office, successors-in-interest, legal representatives, administrators, executors and/or assigns) of the **SECOND PART.**

**AND**

[If the Purchaser/Allottee is a company]

[ ] (CIN no. ) (PAN ) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at [ ], represented by its authorized signatory Mr. [ ], (PAN[ ], (Aadhaar No. [ ], son of[ ], residing at[ ], duly authorized vide board resolution[ ] hereinafter referred to as the **“Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) **of the THIRD PART**

[OR]

[If the Purchaser/Allottee is a Partnership]

[ ], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [ ], (PAN[ ], represented by its authorized partner [ ], (Aadhaar No[ ], son of [ ], residing at [ ], duly authorized vide [ ] hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) **of the THIRD PART.**

[OR]

[If the Purchaser/Allottee is an Individual]

**Mr./Ms.** [ ] (Aadhaar No[ ] son/ daughter of [ ], aged about [ ] years, residing at [ ], hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) **of the THIRD PART.**

[OR]

[If the Purchaser/Allottee is a HUF]

**Mr.** [ ] (Aadhaar No[ ]) aged about [ ], son of [ ], residing at [ ], for self and as the Karta of the Hindu Joint Mitakshara Family known as \*•+HUF, having its place of business / residence at [ ] (PAN: [ ]) hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said [ ] HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

(Please insert details of other Allottee(s) in case of more than one Allottee)

The Owner, Promoter and the Allottee shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

**WHEREAS:**

- A. The Owner is the absolute and lawful owner of the property more fully described in **First Schedule Part – I** hereto (hereinafter referred to as “the said **Land/Project Land**”).
- B. The Devolution of Title of the said land in favour of the Owner is more particularly detailed in **First Schedule Part – II** hereto (**“Title”**)
- C. The Owner desired to develop the Said Land and for that purpose had approached with the proposal of development of the Said Land wherein the Owners would allow, permit and that the Promoter would have all right power and authority to develop the Said Land at its own cost and expenses.
- D. By and under a Development Agreement dated \_\_\_\_\_ made between the above-named owner as Owner therein and the Developer/Promoter therein and registered with the office of \_\_\_\_\_, Kolkata in Book No. I, Volume No. \_\_\_\_\_ Pages \_\_\_\_ to \_\_\_\_ Being No. \_\_\_\_\_ for the year \_\_\_\_\_, the Owners had granted the exclusive right of development in respect of the said Land and construction of a new commercial project, in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein.
- E. The Promoter in pursuance of the said Development Agreement obtained sanctioned plan of the building from the KMC vide plan

no 2023050027 dated 08/12/2023 (hereinafter referred to as the said Plan and shall include all alterations and/or modifications made thereto from time to time and as permitted by the authorities concerned) and commenced construction of a commercial/mercantile project comprising of basement, ground and 5(five) upper floors and various car parking spaces (hereinafter referred to as the "**Building**") comprising of several offices, shops, godowns and common areas and other facilities and altogether known as "**GAYATRI UJALLA**" ("**Project**").

- F. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Project Land in accordance with the Plan sanctioned by the concerned authorities and have obtained a Full Completion Certificate vide Completion Case No. \_\_\_\_\_ dated \_\_\_\_\_.
- G. The Purchaser, being desirous of purchasing an Office/ Shop/ Godown in the Project vide ("**Application**", details provided in **Second Schedule - Part IV**) and had been allotted vide **Allotment Letter**(details provided in **Second Schedule - Part V**) by the Promoter ALL THAT the Office/ Shop/ Godown more fully and particularly described in **Second Schedule - Part I** hereunder written ("**the said Office/ Shop/ Godown** ") with the plan annexed hereto, marked as **Second Schedule - Part III** hereto together car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Said Project and to be used by the Purchaser, which do not form a part of the Common Areas, as stated in **Second Schedule - Part - II** hereunder written ("**Car Parking Space**")together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter referred to as the

“**Common Areas**”, and more particularly described in **Third Schedule** hereto), (hereinafter Office/ Shop/ Godown, Car Parking Space & Common Areas are collectively referred to as the “**Said Unit**”) for a total consideration of Rs. \_\_\_\_\_/- ( Rupees \_\_\_\_\_ only) exclusive of GST or any other tax as applicable from time to time (“**Unit Price**”)

- H. Subsequently, by an Agreement for Sale dated\_\_\_\_\_ and registered with Additional Registrar of Assurances\_\_\_\_, Kolkata in Book No. \_\_\_\_\_, Volume No.\_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_ being No. \_\_\_\_\_ for the year \_\_\_\_\_ the Promoter had agreed to sell and transfer to the Allottee ALL THAT **said Unit**, for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"). In case there is any discrepancy between the terms of these presents and the Sale Agreement, the terms contained in these presents shall prevail.
- I. The said Office/ Shop/ Godown, the Common Areas and Installations is complete in all respects to the full and final satisfaction of the Allottee. The Promoter has delivered possession of the said Office/ Shop/ Godown to the Allottee at or before the execution of these presents.
- J. The Promoter has duly complied with its obligations contained in the said Sale Agreement as modified by these presents and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Unit Consideration to the Promoter.

- K. The Allottee has now requested the Owner and the Promoter to convey the said Unit 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 right, title and interest of the Promoter and the Owner to/over/in respect of the Said Land and to develop and deal with the Project intended to be constructed/developed on the Said Land;
  - (ii) the nature, state, condition and measurement of the Said Land and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
  - (iii) the proposed location, lay out plan and the dimensions of each of the Said Office/ Shop/ Godown ;
  - (iv) the Common Areas which are intended to form a part of the Project
  - (v) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Allottee as also the several obligations to be performed and fulfilled by the Allottee, each to the satisfaction of the Promoter;
  - (vi) the Specifications as also the measurements, dimensions, designs and drawings;
  - (vii) the state and condition of the said Office/ Shop/ Godown which are intended to be handed over to the Allottee subject to compliance by the Allottee of each of the stipulated terms to the satisfaction of the Promoter;
  - (viii) The workmanship and quality of construction of the said Office/ Shop/ Godown and the Project, including the structural stability of the same.
  - (ix) The total area comprised in the said Office/ Shop/



Godown.

- (x) The Completion Certificate issued by the concerned authority.
- (xi) The final scheme of user and enjoyment of the Common Areas, and Installations as contained in these presents.
- (xii) that the Allottee has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Allottee.
- (xiii) The Car Parking Space/s provided in the Project are for the benefit of the Allottee/s or occupant/s of the Project. The rights to use Car Parking Space/s have to be earmarked to the Allottees for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Allottees/occupants of the Offices/ Shops/ Godowns . In view of the same the Allottee/s hereby irrevocably authorizes the Promoter to earmark Car Parking Space/s to the Allottee/s at their discretion in the mutual interest of one and all in order to maintain peace, cordiality and harmony among the Allottees. The Allottee/s further declares that he/she/they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Promoter in doing so and further desist from making any issue or claims in respect thereto.

M. The Allottee has conducted necessary due diligence and fully satisfied itself about the title of the Owners to the said Project and all legal

incidents and matters in relation thereto and/or affecting the same and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

**I. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) paid by the Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and from the same and every part thereof hereby forever acquit release and discharge the Purchaser), the Owners and the Promoter doth hereby grant sell convey transfer release assign and assure unto and to the Purchaser **ALL THAT** the said **Office/ Shop/ Godown** described in the **SECOND SCHEDULE – PART I** with the plan annexed hereto, marked as **Second Schedule - Part III** hereto alongwith car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Said Project and to be used by the Allottee, which do not form a part of the Common Areas, as stated in **Second Schedule - Part – II** hereunder written hereunder written **TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written **AND** all the estate right title and interest of the Owner and the Promoter into or upon the said Office/ Shop/ Godown and every part thereof, with all legal incidents thereof **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit **TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use

and enjoyment of the said Office/ Shop/ Godown as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances and liabilities whatsoever with clear and marketable title **TOGETHER WITH** the free, unfettered, transferable and heritable rights of the Purchaser to own, use, occupy and enjoy the Said Office/ Shop/ Godown as absolute owner thereof with all other rights and properties herein mentioned **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 **EXCEPTING AND RESERVING** unto the Promoter and the persons deriving title from the Promoter such easements quasi-easements rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Unit wholly and the Common Expenses (described in the **FOURTH SCHEDULE** hereunder written) proportionately and all other outgoings in connection with the said Unit wholly and the said Project and in particular the Common Areas and Installations proportionately.

**II. THE OWNERS AND PROMOTER DO TH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

- i) The interest which the Owners and the Promoter professes to transfer subsists and that the Promoter has 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 Office/ Shop/ Godown 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 own, hold, use and enjoy the said Office/ Shop/ Godown 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 Promoter or any person claiming through or under the Promoter.
  
- iii) 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 Office/ Shop/ Godown 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) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Sale Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of issue of Completion Certificate, the Promoter shall rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Allottee shall be entitled to receive appropriate compensation in the manner as provided under applicable laws.

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

- a. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Said Office/ Shop/ Godown , the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- b. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- c. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- d. If the Allottee after taking actual physical possession of the Said Office/ Shop/ Godown , executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Office/ Shop/ Godown by making any changes in the Office/ Shop/ Godown, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

- e. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
- f. If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
- g. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Office/ Shop/ Godown going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- h. Any defect due to force majeure
- i. Failure to maintain the amenities/equipments
- j. Due to failure of AMC
- k. Regular wear and tear
- l. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Office/ Shop/ Godown, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove.

- v) The Promoter undertakes to co-operate with the Purchaser and provide necessary support and sign and execute all necessary documents so as to enable the Purchaser's name to be reflected in all concerned government records as the sole, exclusive and absolute owner of the Unit at the cost of the Purchaser.
  
- vi) The Promoter has paid all outgoings before transferring the physical possession of the Office/ Shop/ Godown to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions ,which are related to the project and within the scope of the Promoter). If the promoter fails to pay all or any of the outgoings collected by it from the allottees or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoter) before transferring the Unit to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

**III. THE PROMOTER DOETH HEREBY REPRESENT AND WARRANT TO THE PURCHASER as follows:**

The Promoter doeth hereby repeats and reiterates all

representations and warranties, as made in the Sale Agreement and in addition to that further represents and warrants to the Purchaser that:

- i) The Owners and Promoter assures the Purchaser that the Owners and Promoter has the right to execute this Deed of Conveyance and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Purchaser created herein, maybe prejudicially affected.
- ii) the Unit and the Project are complete in all respect, habitable and have been constructed and developed without any workmanship or quality or structural defect.
- iii) The transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in the name of the Allottee is being done in the capacity of the Allottee as a trustee on behalf of and for the benefit of the Association / Maintenance Company (as applicable) to be ultimately formed for the Project and that the Allottee shall transfer the proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable) at its own costs at the appropriate time after formation of the Association / Maintenance Company (as applicable) and/or at such time when all the Allottees of different Units transfer their proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable). The Promoter is under an obligation to transfer in favour of the



Allottee the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Office/ Shop/ Godown . From Section 17 of the Real Estate (Regulation and Development) Act, 2016 it appears that the undivided proportionate title in the Common Areas and Installations is to be transferred to the Association in addition to handing over of the Common Areas and Installations to the Association. However, from Clause 10 of Annexure 'A' to the West Bengal Real Estate (Regulation and Development) Rules, 2021 it appears that by the Deed of Conveyance, title of the said Office/ Shop/ Godown together with proportionate indivisible share in the Common Areas and Installations are to be transferred to the Allottee. It also appears from Section 5(2) of the WB Apartment Ownership Act, 1972 that undivided interest in the common areas and facilities shall be deemed to be conveyed or encumbered with the Office/ Shop/ Godown even though such interest is not expressly mentioned in the conveyance. Accordingly, there is contradiction, ambiguity and/or lack of clarity regarding transfer of the undivided proportionate share in the Common Areas and Installations. Further as per the registration procedure followed by the Registration Authorities in West Bengal for registering Deeds of Conveyance regarding the said Office/ Shop/ Godown, the market valuation of the said Office/ Shop/ Godown is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any Office/ Shop/ Godown can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common

Areas and Installations and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas and Installations. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas and Installations without which the Deed of Conveyance cannot be registered. Under the aforesaid circumstances, it is not possible for the Promoter to execute this Deed of Conveyance in favour of the Purchaser only in respect of the said Office/ Shop/ Godown excluding the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Office/ Shop/ Godown. Further and in any event, presently there is no procedure for registration of a Deed of Transfer / Conveyance of undivided proportionate share in the Common Areas and Installations in favour of the Association without any consideration. The consideration for the undivided proportionate share in the Common Areas and Installations is being paid by the Allottee and no amount is or shall be receivable by the Promoter from the Association. Under the circumstances, at present there is no practical method of transfer of undivided proportionate share in the Common Areas and Installations in favour of the Association without payment of any consideration. In view of the above situation, the Promoter has no option but to execute this Deed of Conveyance in favour of the Allottee transferring also the undivided proportionate share in the Common Areas and Installations since the stamp duty and registration fees are being paid by the Allottee on such basis and in as much as the ultimate aim of the Real Estate (Regulation and Development) Act, 2016 including Section 17 thereof and

Annexure A of the Rules is that the Promoter should not retain ownership of the undivided proportionate share in the Common Areas and Installations which should be transferred to the Allottee and/or for her benefit to the Association. Under such circumstances, the Promoter is hereby discharging its obligation of transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Office/ Shop/ Godown in favour of the Allottee herein with the understanding that the Allottee shall hold the same in trust for the Association / Maintenance Company (as applicable) to be formed in future in respect of the Project and shall transfer the same to such Association / Maintenance Company (as applicable) in accordance with law, if and when clarity is available on the above issue. If necessary, the Promoter agrees to join as a party to such deed and/ or document for transfer of undivided proportionate share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable). The stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Allottees of the Project.

**IV. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER as follows:**

- A. The Allottee so as to bind himself to the Promoter and the other allottees and so that this covenant shall be for the benefit of the Project and other Offices/ Shops/ Godowns therein hereby covenants with the Promoter and with all the

other allottees that the Allottee and all other persons deriving title under them 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.

- B. The Purchaser hereby acknowledges that it is his/her/its obligation and liability to make payment of all rates, taxes and all other outgoings whether local state or central in respect of his/her/it Unit from the date or deemed date of delivery of possession of the said Office/ Shop/ Godown to the Purchaser and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and agrees to indemnify and keep the Owner and the Promoter and the Association saved harmless and fully indemnified of and from against all losses damages costs claims actions and proceeding including litigation cost suffered by the Promoter for non-payment or delay in payment of the same.
- C. In terms of the Sale Agreement, the Allottee has at or before the execution hereof deposit and/or keep deposited with the Promoter a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only to remain in deposit with the Promoter and in the event of any default by the Allottee in making payment of the municipal and other rates taxes (if applicable) and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses (including those mentioned in the **Fourth Schedule**) within the due dates and in the manner mentioned hereunder, the Promoter in their sole discretion and without prejudice to the other rights and

remedies available to the Promoter, be entitled to meet out of the said deposit the amount/s under default. At the time of handover of the common areas and the common purposes to the Association / Maintenance Company, the Promoter shall transfer the balance lying in the said deposit account of the Allottee to the Association/Maintenance Company.

#### **V. MAINTENANCE OF THE SAID OFFICE/ SHOP/ GODOWN / PROJECT**

The Promoter shall be responsible to provide and maintain the Project, including the Common Areas and Installations and the essential services, till taking over of the maintenance of the Project by the Association of Allottees subject to Allottees making payment of the maintenance charges agreed under these presents.

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

#### **VI. RIGHT TO ENTER THE OFFICE/ SHOP/ GODOWN FOR REPAIRS**

The Promoter / maintenance agency / association of allottees, as the case may be, shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Allottee agrees to permit the Promoter /

association of allottees and/or maintenance agency to enter into the said Office/Shop/Godown or any part thereof, after due prior notice and during the normal working hours, unless emergent circumstances warrant otherwise, with a view to set right any defect.

## **VII. USAGE**

**Use of Basement and Service Areas:** The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's, waiting room(s) / storage room(s) / changing room / washroom for staff etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the basement and services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

## **VIII. COMPLIANCE WITH RESPECT TO THE OFFICE/ SHOP/ GODOWN :**

- 1.1 The Allottee shall, after taking possession, be solely responsible to maintain the said Office/ Shop/ Godown at his/her/its own costs, in good repair and condition and shall not do or suffer to be done anything in or to the said Project, or the said Office/ Shop/ Godown or the staircases, lifts, common passages, 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 said Office/ Shop/ Godown, and keep the said Office/ Shop/ Godown, 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 Project are not in any way damaged or jeopardized.

- 1.2 The Allottee further undertakes, assures and guarantees that he/she/it 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 therein or the 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 said Office/ Shop/ Godown or place any heavy material in the common areas of the Project. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Office/ Shop/ Godown .
- 1.3 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.

**IX. OTHER PROVISIONS:**

9.1 Save the said Office/ Shop/ Godown the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other Office/ Shop/ Godown and spaces or constructed areas to the extent not forming part of the Common Areas and Installations 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.

9.2 The said Office/ Shop/ Godown is liable to be assessed to municipal tax for the quarter subsequent to the quarter in which the said Office/ Shop/ Godown has been granted Full Completion Certificate. The Allottee shall within \_\_\_\_\_ months from the date hereof apply for at her own costs separate assessment and mutation of the said Office/ Shop/ Godown in the records of the concerned authorities.

9.3 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 the possession of the said Office/ Shop/ Godown till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the



Maintenance In-Charge or the association of allottees, as applicable.

9.4 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 telecom company or service provider to install Towers, V-Sat, Dish or other Antennas or installations of any nature in the Project 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;

9.5 The Promoter shall in its sole discretion be entitled to sell transfer deal with and/or otherwise dispose off the Parking Spaces and parking rights and/or grant to any allottee the right to park motor cars and/or other vehicles in or at the Parking Spaces save and except the Parking Spaces allotted to the Allottee herein

9.6 The Allottee shall have no connection whatsoever with the purchasers /buyers of the other Units 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.

9.7 The properties and rights hereby transferred to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

9.8 Notwithstanding anything to the contrary contained elsewhere in this Deed, it is expressly declared that the transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in the name of the Allottee is being done in the capacity of the Allottee as a trustee on behalf of and for the benefit of the Association / Maintenance Company (as applicable) to be ultimately formed for the Project and that the Allottee shall transfer the proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable) at its own costs at the appropriate time after formation of the Association / Maintenance Company (as applicable) and/or at such time when all the Allottees of different Units transfer their proportionate undivided indivisible impartible share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable). The Promoter is under an obligation to transfer in favour of the Allottee the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Office/ Shop/ Godown . From Section 17 of the Real Estate (Regulation and Development) Act, 2016 it appears that the undivided proportionate title in the Common Areas and

Installations is to be transferred to the Association in addition to handing over of the Common Areas and Installations to the Association. However, from Clause 10 of Annexure 'A' to the West Bengal Real Estate (Regulation and Development) Rules, 2021 it appears that by the Deed of Conveyance, title of the said Office/ Shop/ Godown together with proportionate indivisible share in the Common Areas and Installations are to be transferred to the Allottee. It also appears from Section 5(2) of the WB Apartment Ownership Act, 1972 that undivided interest in the common areas and facilities shall be deemed to be conveyed or encumbered with the Office/ Shop/ Godown even though such interest is not expressly mentioned in the conveyance. Accordingly, there is contradiction, ambiguity and/or lack of clarity regarding transfer of the undivided proportionate share in the Common Areas and Installations. Further as per the registration procedure followed by the Registration Authorities in West Bengal for registering Deeds of Conveyance regarding Office/ Shop/ Godown, the market valuation of the Office/ Shop/ Godown is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any Office/ Shop/ Godown can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and Installations and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas and Installations. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common

Areas and Installations without which the Deed of Conveyance cannot be registered. Under the aforesaid circumstances, it is not possible for the Promoter to execute this Deed of Conveyance in favour of the Purchaser only in respect of the said Office/ Shop/ Godown excluding the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Office/ Shop/ Godown . Further and in any event, presently there is no procedure for registration of a Deed of Transfer / Conveyance of undivided proportionate share in the Common Areas and Installations in favour of the Association without any consideration. The consideration for the undivided proportionate share in the Common Areas and Installations is being paid by the Allottee and no amount is or shall be receivable by the Promoter from the Association. Under the circumstances, at present there is no practical method of transfer of undivided proportionate share in the Common Areas and Installations in favour of the Association without payment of any consideration. In view of the above situation, the Promoter has no option but to execute this Deed of Conveyance in favour of the Allottee transferring also the undivided proportionate share in the Common Areas and Installations since the stamp duty and registration fees are being paid by the Allottee on such basis and in as much as the ultimate aim of the Real Estate (Regulation and Development) Act, 2016 including Section 17 thereof and Annexure A of the Rules is that the Promoter should not retain ownership of the undivided proportionate share in the Common Areas and Installations which should be transferred to the Allottee and/or for his benefit to the Association. Under such circumstances, the Promoter is hereby discharging its

obligation of transfer of the proportionate undivided indivisible impartible share in the Common Areas and Installations in respect of the said Office/ Shop/ Godown in favour of the Allottee herein with the understanding that the Allottee shall hold the same in trust for the Association / Maintenance Company (as applicable) to be formed in future in respect of the Project and shall transfer the same to such Association / Maintenance Company (as applicable) in accordance with law, if and when clarity is available on the above issue. If necessary, the Promoter agrees to join as a party to such deed and/ or document for transfer of undivided proportionate share in the Common Areas and Installations in favour of the Association / Maintenance Company (as applicable). The stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Allottees of the Project.

9.9 The Allottee shall be and remain responsible for and indemnify the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Project 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 Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the 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 of the Sale Agreement and these presents to be observed fulfilled and performed by the Allottee.

9.10 The Project at the said Land shall bear the name "\_\_\_\_\_” unless changed by the Promoter from time to time in its absolute discretion and the Logo "\_\_\_\_\_” shall always be displayed at a prominent place in the Project.

9.11 The paragraph heading(s) do not form a part of this Indenture 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 this Sale Deed at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED** by the  
Within named **ALLOTTEE** in  
the presence of:

**SIGNED AND DELIVERED** by the  
Within named **PROMOTER**  
in the presence of:

**SIGNED AND DELIVERED** by the  
Within named **OWNERS** in the  
Presence of:

**SCHEDULES**  
**THE FIRST SCHEDULE ABOVE**  
**REFERRED TO: PART-I**  
**(said Land/Project Land)**

ALL THAT piece or parcel of rent-free land, measuring about 9 Cottahs 8 Chittaks 24 Sq. Ft., be the same a little more or less TOGETHER WITH partly two and partly three storied brick built dwelling house standing thereon, lying and situates at and being Premises No. 16, Parsi Church Street, Kolkata-700001, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. – Hare Street, Assessee No. 110453800090, Ward No. 045 under the limits of Kolkata Municipal Corporation, TOGETHER WITH all right, title and interest appertaining thereto free from all encumbrances

The 'Said Premises' Part is butted and bounded as under: -

ON THE NORTH : By Premises No. 29 Rabindra Sarani.  
ON THE SOUTH : By Parsee Church Street.  
ON THE EAST : By Rabindra Sarani.  
ON THE WEST : By Premises No. 17 Parsee Church Street.

And delineated in the map/ plan attached as hereto

**THE FIRST SCHEDULE ABOVE**  
**REFERRED TO:**  
**PART-II**  
**(Title)**

WHEREAS one Lakshmi Kanto Das, since deceased was the sole and absolute owner in respect of ALL THAT piece or parcel of rent-free land, measuring about 4 Cottahs 10



**Chittaks** be the same a little more or less **TOGETHER WITH** partly two and partly three storey brick built dwelling house standing thereon, lying and situates at and Premises No. 16, Parsee Church Street, Kolkata-700001, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. - Bow Bazar, under the limits of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances;

**AND WHEREAS** by a registered Deed of Settlement dated 23.03.1961, registered in the Office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 46, Pages from 241 to 246, being No. 1352 for the year 1961, the said Lakshmi Kanto Das as the settler therein formed and/or created a trust in respect of **ALL THAT** Premises No. 16, Parsee Church Street, (previously known as, 152 & 153, Lower Chitpur Road & 16, Parsee Church Street amalgamated and renumbered as 16, Parsee Church Street) in the North Division of the town of Calcutta thereby appointing his son Gajendra Narayan Das as the sole trustee therein for the interest of the beneficiaries as mentioned therein;

**AND WHEREAS** on 23.04.1965 the said Lakshmi Kanto Das died and as per clause 4 of the aforesaid Deed of Settlement dated 23.03.1961, which was registered in the office of Registrar of Calcutta and same was recorded in Book No.I, Volume No.46, Page no 241 to 246, being the deed no 1352 for the year 1961, the said Trust as was created thereon has come to an end and accordingly the said Gajendra Narayan Das, Son Of Laxmi Kanto Das, Smt. Suprova Saha, Wife of Raghu Nandan Saha and Daughter of Lakshmi Kanto Das, Smt. Labanyaprava Roy, Wife of Late Kalipada Roy and Daughter of Lakshmi Kanto Das became the absolute owner in respect of the aforesaid property subject to charges as mentioned therein;

**AND WHEREAS** the said Gajendra Narayan Das being the owner thereof duly applied for and mutated his name with the record of the said property and paid taxes thereof regularly;

**AND WHEREAS** on 11.02.1986 the wife of the settlor Pankajini Das died intestate leaving behind the said Gajendra Narayan Das, Smt. Suprova Saha, Wife of Raghu Nandan Saha and Daughter of Lakshmi Kanto Das, Smt. Labanyaprava Roy, Wife of Late Kalipada Roy as her legal heir and accordingly the charge as was created by the said Deed of Settlement dated 23.03.1961 in favour of the said Pankajini Das in respect of the said property has been released;

**AND WHEREAS** on 19.07.1995 the said Gajendra Narayan Das died intestate leaving behind his wife Smt. Tuloshi Rani Das and three daughters namely Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as his legal heirs and survivors and by virtue of the Hindu Law of Inheritance the said Smt. Tuloshi Rani Das, Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar became the joint owners in respect of the aforesaid property

**AND WHEREAS** on 09.05.1992 the said Tuloshi Rani Das, Wife of Late Gajendra Narayan Das died intestate leaving behind the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as her legal heirs and survivors;

**AND WHEREAS** by virtue of the recital as above stated the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar became the joint and absolute owners in respect of the aforesaid property;

**AND WHEREAS** the said Lakshmi Kanto Das, since deceased was the also sole and absolute owner in respect of **ALL THAT** piece or parcel of rent-free land, measuring about **4 Cottahs 14 Chittaks 24 sq. ft.** be the same a little more or less **TOGETHER WITH** partly two and partly three storey brick built dwelling house standing thereon, lying and situates at and Premises No. 27, Rabindra Sarani, (previously known as 151, Lower Chitpur Road) Kolkata, in the North Division of the town of Calcutta in Block No. V, Holding No. 19 and within P.S. - Bowbazar, under the limits of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances;

**AND WHEREAS** on 23.04.1965 the said Lakshmi Kanto Das died and as per clause 4 of the Deed of Settlement dated 17.02.1960, which was registered in the office of Registrar of Calcutta and same was recorded in Book No. I, Volume No.38, Pages no 65 to 70, being the deed no 738 for the year 1960, the said Trust as was created thereon has come to an end and accordingly the said Gajendra Narayan Das, Son Of Laxmi Kanto Das, Smt. Suprova Saha, Wife of Raghu Nandan Saha and Daughter of Lakshmi Kanto Das, Smt. Labanyaprava Roy, Wife of Late Kalipada Roy and Daughter of Lakshmi Kanto Das became the absolute owner in respect of the aforesaid property subject to charges as mentioned therein;

**AND WHEREAS** the said Gajendra Narayan Das being the owner thereof duly applied for and mutated his name with the record of the said property and paid taxes thereof regularly;

**AND WHEREAS** on 19.07.1995 the said Gajendra Narayan Das died intestate leaving behind his wife Smt. Tuloshi Rani Das and three daughters namely Bhanumati Saha alias Sumita Saha (since deceased), Tapati Saha and Nandita Poddar as his legal heiresses and survivors and by virtue of the Hindu Law of Inheritance the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar became the joint owners in respect of the aforesaid property;

**AND WHEREAS** on 09.05.1992 the said Tuloshi Rani Das, Wife of Late Gajendra Narayan Das died intestate leaving behind the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as her legal heirs and survivors;

**AND WHEREAS** by virtue of the recital as above recited the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar the owners herein are well seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of rent-free land, measuring about **4 Cottahs 10 Chittaks** be the same a little more or less **TOGETHER WITH** partly two and partly three storied brick built dwelling house

standing thereon, lying and situate at and Premises No. 16, Parsee Church Street, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. – Hare Street, under the limits of the Calcutta Municipal Corporation and **ALL THAT** piece or parcel of rent-free land, measuring about 4 Cottahs 14 Chittaks 24 sq. ft. be the same a little more or less **TOGETHER WITH** partly two and partly three storey brick built dwelling house standing thereon, lying and situates at and Premises No. 27, Rabindra Sarani, (previously known as 151, Lower Chitpur Road) Kolkata, in the North Division of the town of Calcutta in Block No. V, Holding No. 19 and within P.S. – Bowbazar, under the limits of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances and for the sake of brevity hereinafter called and referred to as the said Plot-I and Plot-II respectively;

**AND WHEREAS** the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as the joint owners thereof duly applied for and jointly mutated their names with the records of the Kolkata Municipal Corporation and premises no.16, Parsee Church Street, 27/1 & 27/2 Rabindra Sarani was allotted in respect of the said Plot-I vide Assessee no 110453800090, 110454100256 & 110454100268 respectively and in respect of the Plot-II Assessee no 110454100153 was allotted, and have been paying taxes regularly;

**AND WHEREAS** the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar, jointly formulated a scheme to construct a multi-storied building on the aforesaid Plot-I and Plot-II land more fully described in the schedule hereunder written, after amalgamating the aforesaid Plots of land freehold, free from all encumbrances with the records of the Kolkata Municipal Corporation;

**AND WHEREAS** the Developer herein having offered a proposal for the development of the said Plot-I and Plot-II inter-alia including Construction of a multistoried building upon the aforesaid Plots of land at their own cost in accordance with the building plan sanctioned by the Kolkata Municipal Corporation and accordingly by a Development Agreement dated 16.12.2017, registered in the Office of the A.R.A., II, Kolkata and recorded in Book No. I, Volume No. 1902-2017, Page from 140985 to 141037, being No.

190204076 for the year 2017, (hereinafter called and referred to as the Said Development Agreement) the said Bhanumati Saha alias Sumita Saha (since Deceased), Tapati Saha and Nandita Poddar entrusted the said **M/S RASHBEHARI CONSTRUCTION PVT. LTD., (PAN-AABCR8221L)**, A Company having its registered office at 16A, Brabourne Road, 9<sup>th</sup> Floor, Kolkata-700 001, represented by its director, namely **SRI MANISH PODDAR**, for construction of Multi-storied building more fully described in the second schedule written hereunder on the said plot-I & Plot-II, more fully described in the First schedule written hereunder, inclusive of consideration therefore as contained therein.

**AND WHEREAS** one **M/S RASHBEHARI CONSTRUCTION PVT. LTD., (PAN-AABCR8221L)**, A Company having its registered office at 16A, Brabourne Road, 9<sup>th</sup> Floor, Kolkata-700 001 represented by its director, namely **SRI MANISH PODDAR** Vide **CIN No:- U45201WB1998PTC088224**, a Company Incorporated under the provisions of Companies Act 1956 has agreed to complete the construction of Multi-storied building more fully described in the second schedule written hereunder on the said plot-I & Plot-II, more fully described in the First schedule written hereunder, subject to payment of a sum as contained in the said Development Agreement as the non-refundable amount and according to the developer paid the amount to the said Bhanumati Saha alias Sumita Saha (since Deceased), Tapati Saha and Nandita Poddar as agreed in the said Development Agreement.

**AND WHEREAS** the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar, jointly made an application for amalgamation of Premises No. 16, Parsee Church Street, 27/1 & 27/2 Rabindra Sarani, under Kolkata Municipal Corporation and after amalgamation, the aforesaid premises were merged and a new Premises **being no. 16, Parsee Church Street, is allotted to the aforesaid premises having Assessee No. 110453800090.**

**AND WHEREAS** the said Bhanumati Saha alias Sumita Saha, died intestate on 26.12.2019, leaving behind her two sons namely Kausik Saha (Owner No. 3, herein) and Debashish Saha (Owner No. 4, herein) as her legal heirs and survivors and by virtue of the Hindu

Law of Inheritance the said Kausik Saha (Owner No. 3, herein) and Debashish Saha (Owner No. 4, herein) became the joint owners in respect of the share left by the said Bhanumati Saha in the aforesaid property;

**AND WHEREAS** the Vendors/Owners herein as the joint owners thereof duly applied for and jointly mutated their names with the records of the Kolkata Municipal Corporation in respect of the aforesaid **Premises No. 16, Parsi Church Street, Kolkata - 700001**, and have been paying taxes regularly;

**AND WHEREAS** by virtue of the recital as above recited the owners herein are well seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of rent-free land, measuring about **9 Cottahs 8 Chittaks 24 Sq. Ft.**, be the same a little more or less **TOGETHER WITH** partly two and partly three storied brick built dwelling house standing thereon, lying and situates at and Premises No. 16, Parsi Church Street, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. - Hare Street, Assessee No. 110453800090, under the limits of the Kolkata Municipal Corporation, **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances more fully described in the First Schedule hereunder written, **TOGETHER WITH** existing Tenants therein.

**AND WHEREAS** by a registered Supplementary Development Agreement dated 23.05.2022, registered in the Office of the A.R.A. - II, Kolkata and recorded in Book No. I, Volume No. 1902-2022, Page from 226463 to 226517, being No. 190205963 for the year 2022, the Legal Heirs of Smt. Bhanumati Saha alias Sumita Saha (since deceased) along with Tapati Saha & Nandita Poddar, First Party herein entrusted the said **M/S RASHBEHARI CONSTRUCTION PVT. LTD., (PAN-AABCR8221L)**, A Company having its registered office at 16A, Brabourne Road, 9<sup>th</sup> Floor, Kolkata-700 001, for construction of Multi-storied building upon the aforesaid Premises being no. 16, Parsee Church Street, Kolkata - 700001.

**AND WHEREAS** as aforesaid stated **FIRST PARTY** herein are the joint owners in respect of **ALL THAT** piece or parcel of rent-free land, measuring about 9

Cottahs 8 Chittaks 24 sq. ft be the same a little more or less **TOGETHER WITH** partly two and partly three storied brick built dwelling house standing thereon, lying and situates at and Premises No. 16, Parsee Church Street, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. - Hare Street, Assessee No. 110453800090, Ward No. 45, under the limits of the Kolkata Municipal Corporation, **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances and for the sake of brevity hereinafter called and referred to as the **Said Premises** more fully described in the First Schedule hereunder written.

**THE SECOND SCHEDULE ABOVE**

**REFERRED TO:**

**Part -I**

**(OFFICE/ SHOP/ GODOWN )**

All That the Office/ Shop/ Godown \_\_\_\_\_ No. \_\_\_\_\_ on the \_\_\_\_\_ floor in the Building being constructed on the Land as a part of the Project, having a Carpet Area of \_\_\_\_\_ sq.ft. more or less, with the respective areas of the Balcony/Verandah and the Open Terrace, if any, being respectively \_\_\_\_\_ sq.ft. more or less and \_\_\_\_\_ sq.ft. more or less, thus aggregating to a Built-up Area of \_ \_\_sq.ft. more or less.

For the purpose of registration the total super built-up area is \_\_\_\_\_.

**Part - II**

**(CAR PARKING SPACE)**

All That the \_\_\_\_\_ number of \_\_\_\_\_ Floor Car Parking Space bearing no. \_\_\_\_\_ number(s) of space(s) at the Building on the Land, as earmarked, identified and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee within such space.

**Part -III**

**PLAN**

**Part -IV**

**(SAID APPLICATION)**

Allottee has applied for the said unit being Office/ Shop/ Godown no. \_\_\_\_, vide application No. \_\_\_\_ dated \_\_\_\_\_

**Part -V**

**(SAID ALLOTMENT)**

Provisional Allotment Letter dated \_\_\_\_\_ issued in favour of the Allottee/Allottees

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(Common Areas and Installations)**

1. The foundation, columns, walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of darwans, maintenance staff of the Premises.
5. Door and windows on the staircase with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the building and main gates.



7. Water pump and motor with installation.
8. Overhead tanks and underground water reservoirs, water pipes, water treatment unit, and other common plumbing installations and spaces required thereto.
9. Lift.
10. Lift Room.
11. Such other area will be kept and set apart for the common purpose and common use of all the Units of the newly constructed building in the said premises;
12. The Ultimate Roof

*(Please provide the list of common areas dedicated to the concerned Project, as may be applicable)*

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. Establishment and all other capital and operational expenses of the Association.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges for the electricity consumed for the operation of the common machinery and equipment.
4. All expenses for insuring the BUILDING, inter alia against earthquake, flood, rain, fire, mob violence, damages, civil commotion etc.
5. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

6. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, reconstructing, lighting and renovating the Common Portions at the, including the exterior or interior (but not inside any Office/Show Room Space) walls of the BUILDING.
7. All expenses for running and operating all machinery, equipment, and installations comprised in the Common Portions, including lifts, Generator, if any changeover switches , CCTV, if any, EPABX, if any pumps and other common installations including, their licence fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common portions.
8. Municipal Tax, Surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the BUILDING save those separately assessed on the purchaser.
9. The salaries of and all other expenses on the staff to be employed for the Common purposes, viz; manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites bonus and other emoluments and benefits.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Easements)**

1. The Allottee shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Promoter and/or the other occupiers of the said Project and the Maintenance In-Charge the rights easements quasi-

easements privileges and appurtenances herein after morefully and particularly set forth in the **Sixth Schedule** hereto and also elsewhere herein contained.

2. The right of access and way in common with the Promoter and/or other occupiers of the said Project at all times and for all normal lawful purposes connected with the use and enjoyment of the common areas and installations.
3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Unit **Provided Always** and it is hereby declared that nothing herein contained shall permit the Allottee or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles, deposit of materials rubbish or otherwise the free passage of other person or persons including the Promoter and/or other occupiers of the said Project and the Maintenance In-charge entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the said Projects of ar as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the said Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Allottee with or without workmen and

necessary materials to enter from time to time upon the other parts of the Project for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the Project and the Common Areas and Installations in so far as such rebuilding repairing replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of his intention so to enter to the Promoter and/or Maintenance-In-Charge and/or the occupier affected thereby.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Easements excepted out of the sale and reserved for the Promoter and persons deriving title through or under the Promoter)**

The under mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Promoter and/or the Maintenance In-charge and/or the other occupiers of the Project:

1. The right of access and way in common with the Allottee and/or other person or persons entitled to the other part or parts of the Project at all times and for all purposes connected with the use and enjoyment of the common are as installations and facilities.
2. The right of flow in common with the Allottee and other person

or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Project through pipes drains wires conduits lying or being in under through or over the said Unit, and all other parts of the Project as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project subject to the other provisions elsewhere herein contained.

3. The right of protection of other part or parts of the Project by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Allottee by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergent situation the Promoter, the Maintenance-In-Charge and the occupiers of other part or parts of the Project shall give to the Allottee a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

**RECEIPT AND MEMO OF UNIT  
PRICE/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 by a RTGS:

**MEMO OF CONSIDERATION**

**RECEIVED** a sum of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_) only s as full and final consideration against the said Project described in the Schedule written herein above from the within named purchasers, in the following manner:-

**MEMO**

DATE	BANK	BRANCH	CHEQUE/RTGS/NEFT/I MPS	AMOUNT
By and out of several cheques drawn by the allottee in  favour of the promoter				
<b>TDS&amp; EDU.CESS</b>				
<b>TOTAL</b>				

Received ( \_\_\_\_\_ ) Only.

**WITNESSES :**

- 1.
- 2.

**Annexure "A"**

1. 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 the irrespective units and the Common Areas and Installations, each of the Allottees shall be bound and obliged to follow the House Rules mentioned the Sale Agreement and the following:
  - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Project 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 Project and in particular the Common Areas and Installations, and other common purposes, as maybe 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 its authorized representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project 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

units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout unless the circumstances warrant otherwise;

- (d) 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.
- (e) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (f) to keep the common areas, open spaces, paths, roofs, passages, staircases, lobbies, landings etc., in the said Project 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 Project.
- (g) not to claim any right whatsoever or howsoever over any unit or portion in the said Project save their respective units.
- (h) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Office/ Shop/ Godown save decent name plates outside the main gates of their respective 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 Unit.



- (i) 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 Project or may cause any increase in the premia payable in respect thereof.
- (j) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Office/ Shop/ Godown or the said Project 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.
- (k) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Office/ Shop/ Godown nor allow or permit any other person to do so.
- (l) 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 said Project.
- (m) To keep their respective units and party walls, sewers, drains pipes (including Balcony drainage), cables, wires, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the said Project. 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.

- (n) not to let out transfer or part with the possession of the parking spaces allotted and/or granted to them independent of the Office/ Shop/ Godown 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 Office/ Shop/ Godown to any other allottee of Office/ Shop/ Godown in the Building and none else.
- (o) In the event any Allottee has been allotted any car parking space within the said 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 Spaces only for the purpose of parking of motor cars within the allotted demarcated spaces and for no other purpose whatsoever;
  - ii. The Allottee shall not be entitled to sell transfer or assign such parking space or allow or permit any one to park car or other vehicle at such Parking Spaces as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Spaces, independent of his/her/its Office/ Shop/ Godown , to any person with the only exception being that he/she/it shall be entitled to let out transfer or part with possession of the same independent of Office/ Shop/ Godown to any other allottee of Office/ Shop/ Godown in the Project and none else;
  - iii. The Allottee shall not make any construction of any nature whatsoever in or around such Parking Spaces 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 Project or any other portion of the said Project save at the allotted Parking Spaces;
  - 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 Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said Buildings 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 Spaces, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto
- (p) In the event any Allottee has been allotted any servant's quarter, whether jointly with the Office/ Shop/ Godown 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 servant's quarter only for the purpose of residence of her servant and for no other purpose whatsoever;

(ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his Unit with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his Office/ Shop/ Godown to any other allottee of Office/ Shop/ Godown in the Building and none else;

(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 servant's quarters.

(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 servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.

- (q) 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 units.
- (r) 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.
- (s) not be entitled to nor permitted to make any structural

changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in alawful manner.

- (t) 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.
- (u) not to fix or install air conditioners in their respective Office/ Shop/ Godown save and except at places where provision has been made by the Promoter for installation of the same. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Office/ Shop/ Godown approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Office/ Shop/ Godown .
- (v) not to close or permit the closing of verandahs, lounges, balconies, roofs, terraces, 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 Office/ Shop/ Godown which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the Buildings 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 Buildings.
- (w) not to make in the Office/ Shop/ Godown any structural addition or alteration and/or cause damage to beams, columns, partition wall etc.

to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations,

permissions/NOCs granted by any Authorities for the Project 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 and rules made thereunder and shall indemnify and keep the Promoter 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.

- (aa) 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, NKDA, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, CESC Limited, Fire Brigade, Pollution Control Boards & other Environment Authorities 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 said Premises (as applicable) and to make such additions and alterations in or about or relating to their respective units and/or the Buildings 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 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 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.

- (bb) 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.
- (cc) to bear and pay and discharge exclusively the following expenses and outgoings: -

- i) All 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 (if so directed by the Promoter) pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the said Premises or pay the same to the Promoter as the Promoter may direct; For the period prior to the aforesaid date, the Promoter shall remain liable for payment of such rates and taxes and shall indemnify and keep saved harmless and indemnified the Allottee with regard thereto.
- 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 the said Unit or the Buildings or the said Premises as a whole and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to their respective Units and proportionately in case the same relates to the Buildings or the said Premises as a whole. For the period prior to the aforesaid date, the Promoter shall remain liable for payment of such rates and taxes and shall indemnify and keep saved harmless and indemnified the Allottee with regard thereto.
- iii) Electricity charges for electricity consumed in or



relating to their respective units and until a separate electric meter is obtained by the Allottee for their respective units from WBSEDCL, 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 Allottee 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 the supplier thereof.

- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that allotted to their respective units by the Promoter) from the common Generator 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 hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees herein shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs. \_\_\_\_\_ only per square foot per month of the sum total of SBA \_\_\_\_\_q.ft. and
  - 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 the supplier from its consumers for the delay payment of its bills).
- (dd) None of the Allottees shall use any brick work or load bearing walls for creating internal partitions in their respective Office/ Shop/ Godown and/or do any core-cuts/slab-cuts. In this context it is expressly mentioned and notified by the Promoter and each of the Allottees is made fully aware of the fact that the Building is a tall / highrise structure and for structural load calculations, the

internal partitions for all the rooms have been considered to be dry walls / shera board and light-weight concrete blocks are used only in the

Kitchens staircases and shafts. In case the Allottees or any of them uses any brick work or load bearing walls and/or do any core- cuts/slab-cuts, then the structural load calculations of the Building will be and/or is likely to be disbalanced / upset thereby affecting / destabilising the structural stability of the Building.

(ee) to observe such other covenants as be deemed reasonable by the Promoter 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 7<sup>th</sup> day of the month for which the same 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 them, in case the same are left in their respective units or in the respective letter boxes.
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, 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 any of the Allottees 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 them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Allottee, such defaulting Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of \_\_\_\_ ( percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to after giving \_\_\_ days prior written notice to the Allottee to remedy the default:
- (i) disconnect the supply of electricity to the unit of the defaulting Allottee;
  - (ii) withhold and stop all other utilities and facilities (including generator etc.,) to the defaulting Allottee and his / her / its / their employees, servants, visitors, guests, tenants, licensees and/or his/her/its/their unit;
  - (iii) to demand and directly realize rent and/or other amounts becoming payable to the defaulting Allottee by the tenants or licensees or other occupant in respect of the unit of the defaulting Allottee.
  - (iv) to display the name of the Allottee as a defaulter on the notice board of the Project.

4.1 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 responsible for the same in any manner whatsoever.

**Note: This Deed is subject to change if the Association is formed prior to registration of the Deed of Conveyance and such other changes as deemed fit by the Promoter subject to applicable law.**

