

## DEED OF TRANSFER

**Property Sold:** One self-contained residential Apartment No: [•] on the [•] floor admeasuring area of Sq Ft (Sq Mtr) Carpet Area along with parking No [•] admeasuring area of [•] sq ft at "[•]" situated at municipal premises no. 4, Sunny Park, Kolkata – 700019.

**THIS INDENTURE (Deed of Transfer)** made on this \_\_\_ day of , Two Thousand and Twenty \_\_\_

### BY AND BETWEEN

**GUINDY INFOCITY LLP** (Income Tax PAN: AATFG9132A), a limited liability partnership firm having its registered office at No. 1, SIDCO Industrial Estate, Guindy, Post Office St. Thomas Mount, Police Station Guindy, Chennai – 600 032 and represented by [•], Mr. [•] (Income Tax PAN: [•] and Aadhar no: [•]), son of [•], by religion Hindu, citizen of India, by occupation [•], residing [•], Post Office [•], Police Station [•] and duly authorized by a Resolution dated [•], hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **FIRST PART**:

### AND

**MRS. PRIYA SARAN CHAUDHRI** (Income Tax PAN: ACLPC2638R and Aadhar no: 8442 8651 9868), wife of Ranjit Chaudhri, by religion Hindu, citizen of India, by occupation Business, residing at 33, Ballygunge Park, Post Office Ballygunge, Police Station Ballygunge, Kolkata – 700 019 represented by her constituted attorney [•], vide power of attorney dated [•] registered at the office of [•], in Book No. [•], Volume No. [•], Pages [•] to [•], Being No. [•] for the year 2023, hereinafter referred to as the "**Co-Lessee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**:

### AND

**[If the 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 dated [•] hereinafter referred to as the “**Allottee/Transferee**” (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 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 board resolution dated [•], hereinafter referred to as the “**Allottee/Transferee**” (which expression shall unless repugnant to the context or meaning thereof he 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 Allottee is an Individual]**

**Mr./Ms. [•]** (Aadhaar No [•]) son/ daughter of [•], aged about [•] years, residing at [•], hereinafter called the “**Allottee/Transferee**” (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 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/Transferee**” (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**.

The Promoter, the Co-Lessee and the Allottee/Transferee shall hereinafter collectively be referred to as the “**PARTIES**” and individually as a “**PARTY**”

## SECTION- I INTERPRETATION:

### WHEREAS:

- A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:
- (i) **"Act"** means the Real Estate (Regulation and Development) Act, 2016;
  - (ii) **"Agreed Consideration"** shall mean the consideration mentioned in the **SEVENTH SCHEDULE** hereto and payable by the Transferee to the Promoter for acquiring the Apartment;
  - (iii) **"Agreement for Transfer"** shall mean the Agreement made between the Promoter, Co-Lessee herein, and the Transferee herein on [•] and duly registered with the office of the [•] in Book – I, Volume No. [•], Pages [•] to [•], Being No. [•] for the year [•] whereby the Promoter and the Co-Lessee have agreed to transfer and the Allotee has agreed to acquire the Apartment for the consideration and on the terms and conditions, as therein contained;
  - (iv) **"Apartment"** shall mean the Apartment No. [•], having carpet area of [•] Sq. mts. ([•]Sq. ft), Along With an exclusive balcony Area of [•] Sq. mts. ([•] Sq.ft.) and an exclusive open Terrace Area of [•] Sq. mts. ([•] Sq.ft.) appurtenant to the carpet area of the Apartment (corresponding to a super built-up area of [•] Sq. mts. ([•] Sq.ft.)), located on the [•] Floor in the Project together with [•] no. covered car parking space(s) being Parking Slot No. (s). [•] (measuring 12.54 Sq. mts. (135 Sq.ft.) and located at [•] described in **PART-I** of the **SECOND SCHEDULE** hereto;
  - (v) **"Architects"** shall mean any Architect whom the Promoter has appointed as the Architects for the Project from time to time;
  - (vi) **"Association"** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the Unit Transferees and the Promoter as may be required and be formed or incorporated at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter;
  - (vii) **"Built-Up Area"** and/or **"Covered Area"** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein;
  - (viii) **"Carpet Area"** means the net usable floor, area of an Apartment, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the Apartment;
  - (ix) **"Car Parking Area"** means covered car parking spaces as sanctioned by the competent authority;

- (x) **“Common Areas”** shall mean and include the common areas and facilities comprised in the Project and morefully mentioned and described in the **THIRD SCHEDULE** hereto for the common use and enjoyment of the Co-Transferees.
- (xi) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Project, the Common Areas, and the Premises and also the expenses for Common Purposes of the and shall be payable proportionately by the Unit Transferee(s) periodically as part of maintenance charges morefully described in the **FOURTH SCHEDULE** hereunder.
- (xii) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, the Project and in particular the Common Areas, rendition of services in common to the Unit Transferees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas.
- (xiii) **“Premises”** shall mean **All That** piece and parcel of land containing an area about 2163.20 Square Metres more or less situate and lying at premises No. 4, Sunny Park, Kolkata – 700019 more fully & particularly mentioned and described in the **First Schedule** hereunder written.
- (xiv) **“Maintenance Agency”** shall mean the Promoter or any association, society, company, body or committee formed/appointed by the Promoter for the Common Purposes.
- (xv) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- (xvi) **“Plan”** or **“Plans”** shall mean the plan sanctioned by the Kolkata Municipal Corporation; vide Building Plan(s) Permit No. 2023080076 dated 5 December 2023 and valid upto 4 December 2028 for construction of the Project at the Premises and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions thereof that may be made and obtained by the Promoter from time to time.
- (xvii) **“Project”** shall mean the multi-storied building with ground plus twelve upper storeys comprising of residential units along with Common Areas provided by the Promoter in respect of the Premises.
- (xviii) **“Project Advocates”** shall mean Khaitan and Co. LLP, having its office at 1B Old Post Office Street, Kolkata – 700001, who shall be responsible for preparing the documents in respect of the assignment and transfer of the Units comprised in the Project.
- (xix) **“Singular”** number shall include the **“Plural”** and vice versa.
- (xx) **“Apartments”** shall mean the residential flats and other constructed spaces in the Project capable of being exclusively held used or occupied by the Unit Transferees;

- (xxi) **“Unit Transferees”** shall according to the context, mean all transferees and/or intending transferees of different Apartments in the Project and shall also include the Promoter in respect of such Apartments which are retained and/or not alienated for the time being by the Promoter.

#### **WHEREAS**

- A. By a Deed of Lease dated 1 March 1994 made between Nader Chand Seal, Smt. Manaka Ranie Dassie, Damodar Mullick, Pradip Kumar Sil and Prasanta Kumar Sil as Trustees of the Sree Sree Iswar Radharaman Jew Trust Fund within the Trust Estate of Hrishikesh Seal (as lessors) of the one part and Shailaja Finance Private Limited (as lessee) of the other part and duly registered with the office of the Registrar of Assurances, Calcutta in Book – I, Volume No. 124, pages 239 to 284, being No. 3120 for the year 1994, the said Nader Chand Seal, Smt. Manaka Ranie Dassie, Damodar Mullick, Pradip Kumar Sil and Prasanta Kumar Sil as Trustees of the Sree Sree Iswar Radharaman Jew Trust Fund within the Trust Estate of Hrishikesh Seal (hereinafter referred to as the **“said Lessors”**) demised unto and in favour of one Shailaja Finance Private Limited, All That the entire first floor of the building at premises no. 4, Sunny Park, Kolkata – 700019 together with the undivided 1/3<sup>rd</sup> (one-third) share or interest in the land comprised in the said premises (measuring 2163.20 square metres) together with the right to use the common areas and facilities at the said premises for a period of 75 (seventy five) years commencing from 1 August 1992 and ending on 31 July 2067 on the terms and conditions mentioned therein.
- B. By another Deed of Lease also dated 1 March 1994 made between the said Lessors (as lessors) of the one part and the said Shailaja Finance Private Limited (as lessee) of the other part and duly registered with the office of the Registrar of Assurances, Calcutta in Book – I, Volume No. 124, pages 285 to 310, being No. 3121 for the year 1994, the said Lessors further demised unto and in favour of the said Shailaja Finance Private Limited, All That the entire ground floor of the said premises together with the undivided 1/3<sup>rd</sup> (one-third) share or interest in the land comprised in the said premises (measuring 2163.20 square metres) together with the right to use the common areas and facilities at the said premises for a period of 75 (seventy five) years commencing from 1 August 1992 and ending on 31 July 2067 on the terms and conditions mentioned therein.
- C. The said Shailaja Finance Private Limited was converted to a public limited company and named Shailaja Finance Limited and subsequently the name of the said Shailaja Finance Limited was changed to Seajuli Developers and Finance Limited (hereinafter referred to as **“Seajuli”**) and accordingly a fresh Certificate of Incorporation consequent on change of name was issued by the Registrar of Companies, West Bengal on 9 May 1995.
- D. By a Deed of Lease dated 8 December 1995 made between the said Lessors (as lessors) of the one part and Seajuli (as lessee) of the other part and duly registered with the office of the Registrar of Assurances, Calcutta in Book – I, Volume No. 129, pages 139 to 164, being No. 4978 for the year 1995, the said Lessors further demised unto and in favour of Seajuli, All that the entire roof (above the first floor) of the main building at the said premises together with the undivided 1/3<sup>rd</sup> (one-third) share or interest in the land comprised in the said premises (measuring 2163.20 square metres) and together with the proportionate share in the common areas and facilities of the said building for a period of 75 (seventy five) years commencing from 1 August 1992 and ending on 31 July 2067 on the terms and conditions mentioned therein.

- E. By a Supplemental Indenture of Lease dated 11 April, 2008 made between the said Lessors (as lessors) of the one part and Seajuli (as lessee) of the other part and duly registered with the Office of the Additional Registrar of Assurance – I, Kolkata in Book – I, Volume No. 74, pages 6372 to 6399 , being No. 5666 for the year 2008, the said Lessors extended the lease period granted under the aforesaid three Deeds of Lease by a further period of 39 years and 9 months (commencing from 1 August, 2067) i.e. up to 31 March 2107 on the terms and conditions mentioned therein.
- F. As such, Seajuli became entitled to the leasehold right and interest in respect of the entire municipal premises no. 4, Sunny Park, Kolkata – 700019 together with the piece or parcel of land comprised therein measuring 2163.20 Square Metres (equivalent to 32 Cottahs 5 Chittacks 20 Square Feet) ("**Premises**") together with the two storied main building, seven outhouses, garages and other constructions thereon (hereinafter collectively referred to as the "**Demised Constructed Space**") for a period of 114 years commencing from 1 August 1992 and ending on 31 March 2107 under the aforesaid two Deeds of Lease, both dated 1 March 1994, Deed of Lease dated 8 December 1995 and the Supplementary Indenture of Lease dated 11 April 2008 (hereinafter collectively referred to as the "**Principal Lease Deeds**").
- G. By a deed of assignment dated 9 September 2021 (hereinafter referred to as the "**Deed of Assignment**") made between Seajuli (as Assignor) of the First Part, the Promoter herein (as the Assignee therein) of the Second Part and one Techno Electric & Engineering Company Limited (as the Confirming Party therein) of the Third Part and duly registered with the Office of the Additional Registrar of Assurances – III, Kolkata and recorded in Book – I, Volume No. 1904-2021, Pages 448235 to 448281, Being No. 190409271 for the year 2021, Seajuli assigned and transferred unto and in favour of the Assignor herein all its leasehold right and interest under the Principal Lease Deeds in the Premises and the Demised Constructed Space.
- H. By a supplemental deed of lease dated 28 December 2021 ("**Supplemental Deed of Lease**") made between the said Lessors (as lessors) of the one part and the Promoter herein (as lessee) of the other part and duly registered with the Office of the Additional Registrar of Assurances-III, Kolkata, Being No. 15761 for the year 2021, the said Lessors further extended the lease period granted under the aforesaid Principal Lease Deeds and the Deed of Assignment expiring on 31 March 2107 by another 99 years i.e., up to 31 March 2206 on the terms and conditions mentioned therein.
- I. By a deed of assignment dated 25 November 2022 made between the Promoter herein (as the Assignor therein) and the Co-Lessee (as the Assignee therein) and registered at the office of the Additional Registrar of Assurances - IV, in Book No. I, Volume No. 1904-2023, Pages 216705 to 216727, Being No. 190404346 for the year 2023, the Co-Lessee acquired the leasehold interest in respect of an undivided 1/11<sup>th</sup> (one-eleventh) share of the Premises together with constructed space admeasuring 278.709 Square Metres in the first floor of the main two storied building situated at the Premises for the residual period under the Principal Lease Deeds, Deed of Assignment and the Supplemental Deed of Lease (i.e. till 31 March 2206).
- J. By virtue of the aforesaid the Promoter along with the Co-Lessee acquired and are entitled to the leasehold right and interest in respect of the Premises and the Demised Constructed

Space for the period up to 31 March 2206 and are otherwise well and sufficiently seized and possessed of the Premises and the Demised Constructed Space.

- K. By virtue of the Deed of Assignment and Supplemental Deed of Lease, the Promoter is entitled to the construction of a multi-storeyed building on the Premises as morefully described in the **First Schedule** hereunder written.
- L. The Promoter has caused to be sanctioned a Plan from the Kolkata Municipal Corporation ('KMC') for construction of the Project vide Building Permit No. 2023080076 dated 5 December 2023.
- M. The Promoter also caused the Project to be registered with the West Bengal Real Estate Regulatory Authority under the provisions of the Act at Kolkata on [●] under Registration No. [●].
- N. By an Agreement for Transfer, the Promoter and the Co-Lessee have agreed to transfer and the Transferee(s) has agreed to acquire the Apartment for the consideration and on the terms and conditions therein contained.
- O. The Promoter has completed the construction of the Project and a completion certificate in respect thereof has been issued by KMC vide Completion Case No. [●].
- P. Pursuant to the Agreement for Transfer, the Transferee(s) has paid the entire consideration amount in respect of the Apartment and has called upon the Promoter and the Co-Lessee to execute the Deed of Transfer in respect of the Apartment.
- Q. The Transferee having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Apartment, has taken over vacant and peaceful possession thereof prior to the date of execution of these presents and has no claim and /or demand of whatsoever nature against the Promoter and the Co-Lessee.
- R. It is recorded that at or before execution of these presents, the Transferee(s) has by obtaining independent professional services, examined and fully satisfied themselves as to the following:
  - (a) The valid and subsisting leasehold interest of the Promoter and the Co-Lessee to the Premises and also the Apartment ;
  - (b) The right of the Promoter in respect of the Project;
  - (c) The terms, conditions, restrictions and obligations contained in these presents;
  - (d) The Plans sanctioned by the KMC;
  - (e) The total measurement of the Apartment including the super built-up area thereof;
  - (f) The specifications of materials used for construction of the Apartment and the Project; and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

## SECTION – II WITNESSETH:

**I. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of **Rs. /- (Rupees only)** by the Transferee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Transferee and the Apartment being hereby conveyed) and the Promoter and the Co-Lessee do and each of them doth hereby grant convey transfer release assign and assure unto and in favour of the Transferee(s) **All That** the Apartment No. [•], having carpet area of [•] Sq. mts. ([•]Sq. ft), Together With an exclusive balcony area of [•] Sq. mts. ([•] Sq.ft.) and an exclusive open terrace Area of [•] Sq. mts. ([•] Sq.ft.) appurtenant to the carpet area of the Apartment (corresponding to a super built-up area of [•] Sq. mts. ([•] Sq.ft.)), located on the [•] Floor in the Project together with [•] no. covered/ right to use [•] open car parking space(s) being Parking Slot No. (s). [•] (measuring [•] Sq. mts. (135 Sq.ft.) and located at [•] (“**Parking Space(s)**”) as more fully and particularly mentioned and described in **PART – I** of the **SECOND SCHEDULE** hereunder written, (all hereinafter collectively referred to as “the **Apartment**”), **AND TOGETHER WITH** the right to use and enjoy the Common Areas in common with the other Unit Transferees of the Project **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Apartment **AND** all the estate right interest property claim and demand whatsoever of the Promoter and Co-Lessee into or upon the Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Apartment **TO HAVE AND TO HOLD** the Apartment and every part thereof unto and to the use of the Transferee absolutely and forever **SUBJECT NEVERTHELESS TO** the Transferee covenants and agreements hereunder contained and on the part of the Transferee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the **FIFTH SCHEDULE** hereunder written) **AND ALSO SUBJECT** to the Transferee paying and discharging all municipal and other rates taxes and impositions on the Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Apartment wholly.

## SECTION – III PROMOTER’S AND CO-LESSEE COVENANTS:

**I. THE PROMOTER AND CO-LESSEE DO HEREBY COVENANTS WITH THE TRANSFEEE** as follows:-

- (i) The right and leasehold interest which the Promoter and Co-Lessee do hereby profess to transfer subsists and that the Promoter and the Co-Lessee has the good right, full power and absolute authority to grant, convey, transfer, assign and assure unto and to the use of the Transferee, the Apartment in the manner aforesaid.
- (ii) It shall be lawful for the Transferee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Apartment 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 and the Co-Lessee or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.



- (iii) The Promoter and the Co-Lessee for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Premises to the Association by the Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Transferee 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 Apartment hereby granted conveyed and transferred unto and to the Transferee in the manner aforesaid as shall or may be reasonably required by the Transferee.
- (iv) The Promoter and Co-Lessee until handing over all relevant documents in respect of the Premises to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Transferee produces or causes to be produced to the Transferee or to his/her attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the documents in connection with the Premises and also shall at the like request and costs of the Transferee delivers to the Transferee such attested or other copies or extracts there from as the Transferee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

**SECTION – IV PROMOTER, CO-LESSEES AND TRANSFEEE MUTUAL COVENANTS:**

**B. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:**

- (a) The properties benefits and rights hereby transferred unto and in favour of the Transferee are and shall be one lot and shall not be partitioned or dismembered in part or parts and the Transferee shall also not claim any division or partition in the Land comprised in the Premises. It is further agreed and clarified that any transfer of the Apartment by the Transferee shall not be in any manner inconsistent herewith and the covenants herein shall run with the Land and the transferee of the Transferee shall be bound to abide by the rules and regulations framed for the Project and become a member of the Association.
- (b) All the units and other constructed areas if any as well as the other open and covered spaces in the new building or the Premises shall remain the exclusive property of the Unit Owners proportionately.
- (c) After the allotment and transfer of all the Units in the Project or earlier, as the case may be, the Association of the Unit Owners shall be formed and the Transferee and the other Unit Owners shall be the members thereof, each having voting rights therein equivalent to one vote, it being clarified that in case there be more than one Transferee of a Unit then only one of the such Transferees shall be entitled to have voting right equivalent to one vote. The Transferee shall, along with the other Unit Owners, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.

- (d) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes or until the expiry of three months of a notice in writing given by the Promoter to the Transferee and the other Unit Owners to take charge of the acts relating to the Common Purposes whichever be earlier, the Promoter or its nominees shall manage and maintain the Premises and in particular the Common Areas and look after the Common Purposes subject however to the Transferee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.
- (e) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association or the Unit Owners. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association and/or the Unit Owners.
- (f) In the event of the Transferee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Transferee under these presents and/or in observing and performing the covenants terms and conditions of the Transferee hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-
  - (i) Claim interest at the rate of per annum on all the outstanding amounts.
  - (ii) To demand and directly realise the amounts becoming due and payable to the Transferee by any tenant or licensee or other occupant in respect of the Apartment.
  - (iii) Discontinue supply of water to the Apartment.
  - (iv) Disconnect electricity Connection in the Apartment.
  - (v) Withhold and stop use of all other utilities and facilities (including lift) to the Transferee and their Family Members, guests, tenants or licensees.
- (g) The bills for maintenance charges/Common Expenses, electricity charges, etc. payable by the Transferee to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Transferee, in case the same is left in the Apartment or in the letter box in the ground floor of the Building and earmarked for the Apartment or emailed to the last recorded email address.
- (h) The Project shall together at all times bear the name “[●]” and none else.
- (i) These presents constitutes the entire understanding between the Parties and shall have overriding effect on all earlier agreements, contracts and understanding, if any, made between the Parties prior to execution of these presents.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**PART - I**

**(Description of the Premises)**

All That premises No. 4, Sunny Park, Kolkata – 700019 together with the piece or parcel of land comprised therein admeasuring 2163.20 Square Metres (equivalent to 32 Cottahs 05 Chittacks 20 Square Feet) together with a two storied building and seven outhouses (G. C. I. tin shed roofing), garages and other constructions all being more than 30 years old having total constructed area of 6435.28 square feet comprising of 4021.79 square feet in the main two storied building and 2413.49 square feet in the outhouses, garages and other constructions erected and constructed thereon, within Police Station – Ballygunge and limits of KMC Ward no. 69 as shown in the plan hereto annexed as **Annexure I** and bordered in 'Red' thereon and butted and bounded as follows:

On the North : By premises no. 19/1, Gurusaday Road;

On the South : By Sunny Park (Road);

On the East : By premises No. 2, Sunny Park;

On the West : By premises No. 6 and 6B, Sunny Park;

OR HOWSOEVER otherwise the same may be known, numbered, described and distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART - I**

**(Description of the Apartment)**

**ALL THAT** Apartment No. [●] having Carpet Area of [●] Sq. ft., Balcony Area [●] Sq. ft., (corresponding to super built-up area of [●] Sq.ft.), on [●] floor, in the building, named [●] along with [●] No(s). of open/covered car parking space(s) admeasuring 135 sq. ft. (as depicted and demarcated in the map/plan annexed herewith and marked as **Annexure "II"** and bordered thereon in **RED** colour).

**PART-II**

**(Description of the Parking Space)**

**ALL THAT** the right to park one medium sized car in **Vehicle Parking Space No. [●]**, admeasuring an area of **sq.ft.**, in the of the Project. **-**

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Description of the Common Areas)**

1. Driveway of Residential area
2. Security Room
3. Entrance lobby
4. Staircases and such other commons areas earmarked for Common use
5. Common toilets in the ground floor or in other area in the building
6. Electrical Meter rooms
7. Overhead Water Tank
8. Underground Water Reservoir
9. One Staircase Overhead
10. Lifts
11. Electrical installations
12. DG Generator sets and control panels for optimum Power Backup for common area.
13. Intercom
14. Distribution pipes all around the project
15. Surveillance facility with CCTV on all common areas
16. Evacuation points and refuge platforms for resident's safety
17. Sufficient project illumination through compound and street lighting inside the complex
18. Energy efficient LED lightning in common areas
19. Banquet hall
20. AC Gym
21. Swimming Pool
22. Project Land
23. Water Treatment Plant
24. Drainage & Sewerage Line

25. Firefighting system

26. STP

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipment installations and accessories for common services, utilities and facilities (including the outer walls of the building).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipment's, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Promoter or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project or the building or any part thereof (save those assessed separately in respect of the Apartment).
6. **INSURANCE:** Insurance premium for insuring the building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Obligations/Covenants/Restrictions imposed on the Transferee)**

The Allottee covenants with the Promoter and admits and accepts that:

1. **Satisfaction of Allottee:** The Allottee is acquainted with, fully aware of and is thoroughly satisfied about the leasehold interest of the Co-Lessee, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Co-Lessee and the Promoter to enter into this Agreement and the extent of the rights being granted in favour of the Allottee and the negative covenants mentioned in this Agreement and the Allottee hereby accepts the same and shall not raise any objection with regard thereto.
2. **Allottee Aware of and Satisfied with Common Areas and Specifications:** The Allottee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule D above) and Specifications (described in Schedule E above) and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project Land and/or the whole Project save and except the Apartment. The Promoter shall at all times be entitled to deal with and dispose of all unsold/un-allotted apartments, covered car parking spaces and grant of usage right of open car parking spaces which have not been earmarked for the common use, any other constructed spaces/portions of the Project in favour of third parties at such consideration and its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection. If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other apartments in the Project then and in that event without prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.
3. **Allottee to Mutate and Pay Rates & Taxes:** The Allottee shall (1) pay the Kolkata Municipal Corporation Tax, surcharge, levies, cess etc. (collectively "Rates & Taxes") (proportionately for the said Project and wholly for the Apartment and until the Apartment is separately mutated and assessed in favour of the Allottee, on the basis of the bills to be raised by the Promoter/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof and (2) have mutation completed at the earliest. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the bills of the Promoter or the Association (upon formation).
4. **Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee shall pay the maintenance charges to the Promoter till the Association is formed, on the basis of the bills to be raised by the Promoter and the Association (upon its formation, such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to maintenance charges and (2) the maintenance charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Association (upon formation). The Allottee shall additionally pay @INR. [•] per sq. ft. on the built-up area of the Apartment towards Sinking/Corpus Fund. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the



Common Areas and for rendition of services in common to the allottees and all other expenses for the common purposes to be contributed borne paid and shared by the allottees of the Project including those mentioned hereunder. Promoter for providing the maintenance services of the Project will be entitled to the administrative charges of [•]% of maintenance expenses/charge. However, the first year maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges. That the Promoter, have estimated the cost for first year maintenance charges, as per present indexation and on thumb rule basis, as such it shall not have any obligation to submit any account with regards to said maintenance charges to the Allottee. However, neither the Promoter shall ask for any extra amount on that account, for the said period, nor the Allottee shall ask for any deduction for the same.

5. Allottee to pay Fit-out Charges during Fit-Out Period: The Allottee shall pay the fit-out charges to the Promoter on basis of the bills raised by the Promoter during the period of fit-outs being carried out by the Allottee in his/her/its Apartment. Further the Allottee shall not raise any objection with regard to payment of such fit-out charges.
6. Adherence to terms and conditions of the Lease Deeds: The Allottee covenants to abide by all the terms, conditions and covenants of the Principal Lease Deeds, the Supplementary Lease Deed and the Deed of Assignment and not commit any breach of such terms and ensure continued compliance thereof and shall keep the Co-lessee and the Promoter indemnified against all losses, claims and demands that the Co-lessee and the Promoter may suffer on account of such breach.
7. Allottee to pay lease rentals: The Allottee shall till the date of handing over possession of the Apartment make payment of the lease rent per month on pro-rata basis as per Schedule G to the Promoter for the residual period of the Principal Lease Deeds and upon receipt of such lease rent, the Promoter shall make payment to the lessors directly, however after delivering possession of the Apartment to the Allottee, the payment of the lease rent as per Schedule G hereto on monthly basis shall be paid by the Allottee directly either to the lessors or to the Association, as the case may be. and shall keep the Co-lessee and the Promoter indemnified against all losses, claims and demands that the Co-lessee and the Promoter may suffer on account of non-payment of lease rentals.
8. Allottee to Pay Interest for Delay and/or Default: The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas of the Project.
9. It is hereby clarified that the above discontinuation of common services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.

10. Creation of mortgage by Promoter: Notwithstanding anything contained herein, by the execution of this Agreement the Allottee has/have provided and hereby and hereunder confirm(s) his/her/its/their consent to the Promoter to/for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Promoter's leasehold interest in the Project Land and/or any part or portion thereof in favour of any bank and/or financial institution providing loan and/or financial assistance to the Promoter for the purpose of development of the Project SUBJECT HOWEVER that no such mortgage, security, charge or other encumbrances shall in any manner affect the right, title and interest of the Allottee. For the avoidance of any doubt it is clarified that this Agreement by itself shall be treated as the written consent of the Allottee for creation of charge/mortgage over any part or portion of the Promoter's leasehold interest in the Project Land, and no separate consent of the Allottee shall be required for the said purpose.
11. Promoter's Charge/Lien: The Promoter shall have first charge and/or lien over the Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the Apartment is acquired with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter.
12. No Obstruction by Allottee to Further Construction: Subject to compliance with Section 14 of the Act, the Promoter shall be entitled to construct further floors on and above the twelfth floor of the said building and/or make other constructions elsewhere on the Project and the Allottee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Allottee due to and arising out of the said construction/developmental activity. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
13. No Rights of or Obstruction by Allottee: All open areas earmarked in the Project Land which are proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have absolute right grant usage right to the allottees in respect of such open car parking spaces. The Promoter has informed and the Allottee is aware that in the Project there are several kind of car parking spaces such as covered / mechanical parking - puzzle or stack / dependent back to back parking facilities will be available in the Project. Therefore for better understanding, management and discipline amongst allottees of the Project, the Promoter shall as per approved plan specifically mark/tag each of the parking spaces with the apartments for which the same is being identified and the same shall be binding to all the Allottees.
14. Allottee to Participate in Formation of Association: The Allottee admits and accepts that the Allottee shall participate in formation of the Association and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate expenses of forming the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Each unit allottee will be entitled to cast a vote irrespective of his/her/its size of unit.

**The Transferee shall:**

- (a) Co-operate in Management and Maintenance: co-operate in the management and maintenance of the Project by the Promoter/the Association (upon formation).
- (b) Observing Rules: observe the rules framed from time to time by the Promoter/ the Association (upon formation) for the beneficial common enjoyment of the Project.
- (c) Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Apartment and the Common Areas from the possession date.
- (d) Paying Electricity Charges: pay for electricity and other utilities consumed in or relating to the Apartment and the Common Areas from the possession date. It is hereby clarified that in case the CESC fails and/or delay in providing individual electricity meter to the allottees of the apartments of the Project and/or provide HT connection to the Project, in that event the Promoter/maintenance agency shall provide electricity to allottees. The allottees shall be liable to make payment of electricity consumption charges as per the bills to be raised by the Promoter or the maintenance agency on the basis of electricity consumption recorded in the electricity sub-meter to be provided to the Allottee by the Promoter or maintenance agency. The rate of electricity consumption payable by the Allottee will be in accordance with the rate applicable for procurement of such facility/electricity by the Promoter or maintenance agency, as the case may be, together with cost of transmission loss and applicable charges for distribution of the electricity to individual Allottee and the Allottee shall not raise any objection about rate charges for providing such services.
- (e) Meter and Cabling: be liable to draw the electric lines/wires, TV, broadband, data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Co-Lessee and Promoter or to the other intending allottees. The main electric meter shall be installed only at the common meter space in the Project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project and outside walls of the building save in the manner indicated by the Promoter /Association (upon formation).
- (f) Residential Use: use the Apartment for residential purpose only and not for commercial purposes.
- (g) No Alteration: not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the building and (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment, without the permission in writing of the Promoter/Association (upon formation). In the event the Allottee makes the said alterations/changes, the Allottee shall compensate the Promoter /Association (upon formation) as estimated by the Promoter/Association (upon formation) for restoring it to its original state.
- (h) No Structural Alteration and Prohibited Installations: not alter, modify or in any manner change the structure or any civil construction in the Apartment or the Common Areas or the building. The Allottee shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the

exposed walls of the verandhs, lounges or any external walls or the external doors and windows including grills of the Apartment which in the opinion of the Promoter / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Association may affect the elevation in respect of the exterior walls of the building.

- (i) No Sub-Division: not sub-divide the Apartment and the Common Areas, under any circumstances.
- (j) No Changing Name: not change/alter/modify the names of the building and the Project from that mentioned in this Agreement.
- (k) No Nuisance and Disturbance: not use the Apartment or the Common Areas or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants. Further to ensure that all interior work of furniture, fixtures and refurbishing of the Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other co-allotees.
- (l) No Storage: not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (m) No Obstruction to Promoter/Association: not obstruct the Promoter/the Association (upon formation in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the building and/or the Project / Project Land and transferring or granting rights to any person on any part of the building/Project Land (excepting the Apartment).
- (n) No Obstruction of Common Areas: not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment. Further the Allotee shall not to allow the watchmen, driver, domestic servants or any other person employed by the Allotee or his Agents to sleep or squat in the common passage / lobby / terrace / corridors / lift room/garden etc. The Allotee shall not to keep or harboured bird or animal in the Common Areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- (o) No Violating Rules: not violate any of the rules and/or regulations laid down by the Promoter/ the Association (upon formation for the use of the Common Areas. Further to strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the Project, in particular, the Banquet Hall, the Club Area, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the Banquet hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.

- (p) No Slaughtering of animals: Not to slaughter or permit to be slaughtered any live animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other apartment owner and/or occupiers of the said project.
- (q) No Throwing Refuse: not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.
- (r) No Injurious Activities: not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment or the Common Areas.
- (s) No Storing Hazardous Articles: not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Apartment.
- (t) No Signage: not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Apartment/the Building/Project save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.
- (u) No Floor Damage: not keep any heavy articles or things, which are likely to damage the floors.
- (v) No Installing Generator: not install or keep or run any generator in the Apartment.
- (w) No Misuse of Water: not misuse or permit to be misused the water supply to the Apartment.
- (x) No Damage to Common Areas: not damage the Common Areas in any manner and if such damage is caused by the Allottee and/or family members, invitees or servants of the Allottee, the Allottee shall compensate for the same.
- (y) Fire Safety and Air Conditioning Equipment: not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Common Areas, as per statutory requirements and further the Allottee hereby confirms that the Allottee shall not violate any terms of the statutory requirements/fire norms.
- (z) No letting out/transfer: Not to let out or part with possession of the car parking Space excepting as a whole with the Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the car parking space will be used only for the parking of cars.
- (aa) **Hoardings:** The Promoter shall be entitled to put hoarding/boards of its brand name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project Land and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to

time. The Promoter shall also be entitled to place, select, decide hoarding/board sites. The Allottee shall not object to any such actions of the Promoter.

(bb) **Nomination:** The Allottee admits and accepts that before the execution and registration of Transfer deed of the Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of 2% (two percent) of the market price prevailing at that time (to be determined by the Promoter) as nomination charge to the Promoter subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the below mentioned conditions:

- (i) The Allottee shall make payment of all dues of the Promoter in terms of this Agreement, up to the time of nomination.
- (ii) The Allottee shall obtain prior written permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Co-Lessee and the Promoter.
- (iii) The Allottee shall pay an additional legal fee of INR. [●] (Indian Rupees [●]) to the Promoter's legal advisors towards the tripartite Nomination Agreement.
- (iv) Subject to the approval and acceptance of the Promoter and subject to the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement to parent, spouse and children without payment of the aforesaid transfer charge.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(Agreed Consideration)**

**[KCO COMMENT: Client to provide]**

**IN WITNESS WHEREOF** the parties hereto have hereunto put their respective hands the day month and year first above written.

**SIGNED AND DELIVERED** by the

**Promoter at Kolkata**

In the presence of:

- 1.
- 2.

**SIGNED AND DELIVERED**

by the **Co-Lessee at Kolkata**

In the presence of:

- 1.
- 2.

**SIGNED AND DELIVERED**

By the **TRANSFeree at Kolkata**

In the presence of:

- 1.
- 2.

**Drafted by:**

( \_\_\_\_\_ )

## MEMO OF CONSIDERATION

**RECEIVED** on the day month and year first above written of and from the within named Transferee the within mentioned sum of **Rs. /- (Rupees only)** paid as and by way of full consideration in terms of these presents.

Sl. No.	Details	Amount (Rs)
1.	By cheque no. dated	
2.	By cheque no. dated	
3.	By cheque no. dated	
4.	By cheque no. dated	
5.	By cheque no. dated	
6.	TDS ( )	
7.	By cheque no. dated	
	<b>TOTAL</b>	
	<b>(RUPEES ONLY)</b>	

**WITNESSES:**

1.

2.