

## CONVEYANCE DEED

**THIS CONVEYANCE DEED** executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_ (Month), 20\_\_\_\_.

### By and Between

- 1.1 ADARSH AGARWALA** wife of Manick Agarwala residing at Heritage Princess, 1B Mayfair Road, P.O. Ballygunge, P.S. Gariahat, Kolkata 700019 having PAN ACXPA2516J, Aadhar No – 8334 2434 5776
- 1.2 NEERJA AGARWAL** wife of Sajan Kumar Agarwala residing at Gayatri Garden, Flat no. 2 A & B, 10/2, Lala Lajpat Rai Sarani (formerly Elgin Road), P.O. Lal Lajpat Rai Sarani, P.S. Ballygunge, Kolkata 700 020 having PAN ACZPA4845L, Aadhar no- 6671 2838 0582,
- 1.3 SHIV KUMAR AGARWALA** son of Late Yudhisthir Lal Agarwala residing at Raghu Estate, 8/4 Alipore Road, Block B, Flat 6B, P.O. & P.S. Alipore. Kolkata 700027 having PAN ACMPA9313N, Aadhar no- 5522 8183 2551
- 1.4 NAV RATAN GOENKA** son of Late Kishori Lal Goenka residing at residing at 6, Alipore Park Road, P.O. & P.S. Alipore, Kolkata – 700027 having PAN ADSPG7579B, Aadhar no- 8365 1007 1948 both Nos. (3a) and (3b) being the only Trustees of the private family trust known and styled as "**Rita Agarwala Family Trust**" created and/or established by the Last Will and Testament dated 10<sup>th</sup> April 2017 made by Late Rita Agarwala having PAN AAFAR2419A having its office at Raghu Estate, 8/4 Alipore Road, Block B, Flat 6B, P.O. & P.S. Alipore. Kolkata 700027

all represented by their duly Constituted Attorney Soubhagya Nirman LLP (represented by its Authorized Signatory \_\_\_\_\_, son of \_\_\_\_\_, working for gain at \_\_\_\_\_ having **PAN - \_\_\_\_\_ and Aadhar No - \_\_\_\_\_** hereinafter

**Soubhagya Nirman LLP**



Authorized Signatory / Partner

collectively referred to as "the **VENDORS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include insofar as the individuals are concerned their respective heirs, executors, administrators and legal representatives and/or assigns and insofar as the Trust is concerned the trustees for the time being their respective successors or successors-in-office and/or assigns) of the **FIRST PART**;

**AND**

**SOUBHAGYA NIRMAN LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having PAN ADIFS8213L (LLPIN- AAI-9727) having its Registered Office at 2/5 Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, PIN- 700020 represented by its Partner Suhel Saraf (having Aadhaar No. 7511 2611 0334 and PAN BCLPS5032A) son of Mr.Ashok Saraf working for gain at 2/5 Sarat Bose Road, Unit-1F, 1<sup>st</sup> Floor, P.S. Ballygunge, P.O. Elgin Road Kolkata – 700020; hereinafter referred to as "the **Promoter**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **SECOND PART**;

**AND**

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) having his/her PAN no. \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ aged about \_\_\_\_\_ years, nationality \_\_\_\_\_, residing at \_\_\_\_\_ and Second Purchaser, Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) having his/her PAN No. \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ aged about \_\_\_\_\_ years, nationality \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter referred to as "the **Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include \_\_\_\_\_ heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

**AND**

\_\_\_\_\_, an Association registered under the \_\_\_\_\_ and having its office at \_\_\_\_\_ and represented by \_\_\_\_\_ hereinafter referred to as "the **Association**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest) of the **FOURTH PART**:

*\*\*{Note : Making of Association as a party is subject to the Association being registered at the material time. If no Association is formed, several provisions in the format deed in connection with Association will undergo changes}*

The Vendors, the Promoter, the Purchaser and the Association shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**I. WHEREAS:**

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- A. The Vendors are the absolute and lawful owners of **ALL THAT** pieces or parcels of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 19 Cottah 13 Chittacks 7 Square feet be the same a little more or less situate lying at and being the entire municipal Premises Nos. 4A, Picasso Bithi, Kolkata -700017 described in **Schedule A** (hereinafter referred to as "the **Project Land**"). The particulars of the sale deeds whereby the Vendors purchased the Project Land and other facts of devolution of title in respect of the Project Land are mentioned in **Schedule A-1** hereto. The Vendors and the Promoter have entered into a development agreement dated 12<sup>th</sup> April, 2019 and registered with the Additional Registrar of Assurances-III, Kolkata in Book I, Volume No. 1903-2019, pages 67465 to 67543 Being No. 190301559 for the year 2019 (collectively "**Development Agreement**") whereby the Vendors have granted the right to the Promoter to develop the Project Land at the consideration and on the terms and conditions therein contained. The Vendors No. 3 namely "Rita Agarwala Family Trust" is a private family trust and the Trustees thereof named above are fully empowered to enter upon the Development Agreement and to effect the Transfer envisaged herein and the beneficiaries of the said Trust joined as party to the Development Agreement and unanimously consented to the same.
- B. The Project Land is earmarked for construction of a multistoried building named as "**Hungerford House**" having a basement floor and ground floor and eleven upper floors and other erections ("**Building**") as per plans sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2021070025 dated 29.6.2021 as modified on \_\_\_\_\_<sup>1</sup>) (hereinafter referred to as "the **sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Kolkata Municipal Corporation and other concerned authorities) (the Project Land with the building to be constructed thereon is hereinafter referred to as "the **Project**"). The Promoter has caused to be constructed the Project and obtained the Completion Certificate in respect of the Building/s on \_\_\_\_\_.
- C. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- D. By Agreement for Sale dated \_\_\_\_\_ (hereinafter referred to as "the **Sale Agreement**"), made between the Promoter, the Purchaser and the Vendors, the Promoter and the Vendors agreed to sell to the Purchaser (as Allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** Apartment No. \_\_\_\_\_ (hereinafter referred to as "the said **Unit**") having Carpet Area of \_\_\_\_\_ square feet more

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<sup>1</sup> Particulars of all modifications of the sanctioned plans done before execution of Sale Deed to be filled up

or less, type Standard, on a portion of the \_\_\_\_\_ floor along with parking facility for \_\_\_\_\_ (\_\_\_\_\_) motor car to be used by the Purchaser as permissible under the applicable laws (hereinafter referred to as "the **Parking Facility**") Together With pro rata share in the Common Areas within the Building (as mentioned in the **SCHEDULE D** hereto) and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as "**Common Areas**"). The Unit, the Parking Facility, if any and pro rata share of the Common Areas are hereinafter collectively referred to as "the **Designated Apartment**" and the Unit is more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as '**Appendix-A**'. The Designated Apartment forms part of the Initial Phase Units/written consent dated 8<sup>th</sup> September, 2022

- E.** The Purchaser has paid the entire consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only payable for sale of the Designated Apartment under the Sale Agreement and the Vendors and the Promoter have apportioned and received the respective amounts receivable by them out of the same. The Vendors have agreed to complete the sale of the pro rata undivided share in the Land in the manner hereinstated.
- F.** The Purchaser has inspected the Designated Apartment and the Complex and satisfied himself about the construction and specification thereof and area of the Designated Apartment and the Common Areas provided and has no complaints or objection thereabout. The Purchaser has also gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein including the Additional disclosures and details contained in the said Agreement and in this Deed and has accepted the same and is fully satisfied thereabout.
- G.** As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed<sup>2</sup>.
- H.** The Parties hereby confirm that they are signing this Deed with the full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.
- II** **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only by the Purchaser to the Promoter paid at or before the

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<sup>2</sup> In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and out of the same the Vendors hereby admit and acknowledge the receipt of apportioned sum towards the prorata share in the Project Land attributable to the said Unit and Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors, to the extent of their respective entitlement, do hereby sell and transfer unto and to the Purchaser **ALL THAT** the said Unit No. \_\_\_\_ morefully and particularly mentioned and described in **Schedule B** hereto together with parking facility if granted to the Purchaser and if so and as specifically mentioned in the said **Schedule B AND TOGETHER WITH** right to use the Common Areas and Installations in common with the Vendors and the Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule C** hereto **AND SUBJECT TO** the Purchaser observing, fulfilling and performing House Rules and other covenants, terms and conditions as contained hereinbelow and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

- IIA. And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors do hereby sell and transfer to the Association <sup>3</sup>undivided proportionate title to the Project Land attributable to the Unit and the Vendors and the Promoter, to the extent of their respective entitlement, do hereby sell and transfer to the Association undivided proportionate share and title to the other Common Areas absolutely. If any further document or instrument is required, in law, to be executed and registered to further confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

*{OR in case Association is not formed before execution of the Deed of Conveyance then the following}*

And in the premises aforesaid and at the requisition of the Purchaser and with the consent of the Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the Project Land attributable to the Unit by the Vendors and of the undivided proportionate title to the other Common Areas by the Vendors and the

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<sup>3</sup> In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

Promoter, to the extent of their respective entitlement, is and shall be deemed to be hereby conveyed to the Association without requirement of any act in future on the part of the Vendors and the Promoter and shall ipso facto take effect immediately upon the incorporation of the Association absolutely and shall remain vested with the Purchaser until then in trust and for the benefit of the Association. It is clarified that if any document or instrument is required, in law, to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

**III. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER** as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser 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 Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

**IV. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO** as follows:-

- 1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
  - (i) The Purchaser shall have exclusive ownership of the said Unit.

- (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association<sup>4</sup> has been conveyed the undivided proportionate share in the Common Areas.

*{OR in case Association is not formed before execution of the Deed of Conveyance then the following}*

Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016 and at the instance of the Purchaser, the Association is intended to be the owner of the undivided proportionate share in the Common Areas as morefully mentioned in clause IIA hereinabove. The Purchaser shall also have title to undivided proportionate share in the Common Areas as members of the Association as stipulated in clause IIA hereinabove.

- (iii) the Purchaser shall use the Common Areas along with the Vendors, the Promoter, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association<sup>5</sup>.
2. **SINGLE UNIT:** The Purchaser agrees that the Designated Apartment along with Parking Facility (if any) shall be treated as a single indivisible unit for all purposes.
3. **INDEPENDENT PROJECT:** It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per **Schedule D** being the Common Areas and Installations shall be available only for use and enjoyment of the Co-owners of the Project.<sup>6</sup>

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<sup>4</sup> In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

<sup>5</sup> In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

<sup>6</sup> Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and the Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and the Vendors fully indemnified and harmless in this regard.
5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen inspected and examined the Project and the Designated Apartment and all Common Areas and Installations thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat and all the Common Areas and Installations.
6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the Common Areas to the Maintenance In-charge duly made ready and complete with all specifications, amenities and facilities of the project and the Association<sup>7</sup> also confirms its acceptance of the same.
7. **HANDOVER OF DOCUMENTS:** The Purchaser agrees and accepts that the Promoter shall handover the necessary documents and plans, including common areas, to the Association upon its taking charge.
8. **PAST OUTGOINGS:** The Purchaser and the Maintenance In-Charge acknowledges, accepts and confirms that the Promoter has already paid all outgoing before transferring the physical possession of the Designated Apartment to the Purchaser, which it has

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<sup>7</sup> In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation



collected from the Purchaser, for the payment of outgoings (including those mentioned in this Deed), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.

9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Purchaser is aware and accepts that the Association<sup>8</sup> is to be the ultimate Maintenance In-charge and is and shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.
10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality of 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 by the Purchaser within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, it shall be the duty of the Promoter to 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 Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to force majeure or normal wear and tear or any act or omission of the Purchaser or any other Co-owner or Association and/or any other person or if the portion/item alleged to have the defect has not been maintained in a proper good and repaired condition has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the Association/ maintenance in charge or competent authority or if the defect arises due to force majeure. The Purchaser is aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Purchaser.
11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/Maintenance In-charge shall have right of unrestricted access of all

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<sup>8</sup> In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

Common Areas and Installations, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or Maintenance In-charge to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Purchaser to remedy any want of repair.

12. **USAGE: Use of Basement and Service Areas:** The basement(s) and service areas located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to, transformer, DG set underground water tank, Pump room, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basement in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the Maintenance In-charge (including the Association formed by the Co-owners) for rendering maintenance services.

**13. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

- 13.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Purchaser separately in addition to the Total Price of the Designated Apartment.

**Clauses in relation to maintenance of Project, infrastructure and equipment:**

- 13.2 In connection with the Additional Costs and Deposit payable by the Purchaser under the Sale Agreement, it is agreed by and between the parties hereto that the same does not include the following amounts which shall be payable by the Purchaser additionally:-
- (a) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Purchaser and shall be paid proportionately, if levied as a whole on the Building or the Project and wholly, if levied specifically on the Designated Apartment(including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Purchaser further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Purchaser in any manner whatsoever.
  - (b) Stamp Duty and Registration Charges and all other applicable/incidental charges in respect of this Deed and/or any future contracts in pursuance hereof.

- (c) Miscellaneous Registration Costs: In addition to the above, a fixed miscellaneous charges for registration of this Deed and/or any other contract which shall be paid by the Purchaser to the Promoter.
- (d) Rule 26 charges (if applicable) for getting approved any modifications under Rule 26 (or any other rule that may be prevalent at the material time) of the Kolkata Municipal Corporation Building Rules.
- (e) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.

13.2.1 None of the amounts of Additional Costs and Deposit bear any interest payable to Purchaser nor are refundable except in the manner and to the extent mentioned in the Sale Agreement.

13.2.2 The Deposits shall be transferred by the Promoter to the Maintenance In-charge (upon adjustment of arrear dues if left by the Purchaser) upon completion of the Project or earlier, if the Promoter so decides.

### 13.3 **Maintenance In-charge:**

13.3.1 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as the "**Association**") by the Co-owners of the apartments in the Project and the Purchaser hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Purchaser agrees to do all acts, deeds and things as may required by such consultants within the stipulated times and to pay the proportionate costs of formation and operationalization for the Association.<sup>9</sup>

13.3.2 **Maintenance Agency:** The Promoter or the Association may appoint one or more agencies or persons (hereinafter referred to as "**Maintenance Agency**") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-Owners and collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common (hereinafter referred to as "**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may

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<sup>9</sup> In case the Association is formed before the execution of this Deed, this clause will be suitably amended

deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Purchaser.

13.3.3 **Maintenance In-charge** : Upon the Association taking charge of the acts relating to the Common Purposes, the Association shall be the Maintenance In-charge and until then the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (hereinafter referred to as "**Maintenance In-charge**").

13.4 **Common Areas Related:**

13.4.1 The Building and the Project contains certain Common Areas as specified in the **SCHEDULE D** hereto which the Purchaser shall have the right to use the said Common Areas in common with the Vendors, the Promoter and other Co-owners of the Project and other persons as may be permitted by the Promoter.

13.4.2 Save those expressed or intended by the Promoter to form part of the Common Areas as per the **SCHEDULE D** hereto, no other part or portion of the Project shall be claimed to be a part of the Common Areas by the Purchaser either independently or in common with any other Co-owner(s). In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking spaces including the Mechanical Parking System shall neither be nor be claimed to be a part of the Common Areas.

13.4.3 The Promoter has finally identified and demarcated portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use the areas so identified shall form part of the Common Areas.

13.5 **Unit Related:**

13.5.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the said Unit including the interior decoration shall be done and completed by the Purchaser at his own costs and expenses. The Purchaser shall be obliged to do and carry out the said fitout works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal authority, the National Building Code, Fire Safety laws and rules with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any part or portion of the Common Areas and there shall be regular clearing of all debris arising out of the Fit out works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, the ceiling and the walls of the said Unit. The Purchaser shall be responsible for all consequences, including the loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out the fit out or other activity.

13.5.2 **Area Calculations:**

- (i) **Carpet Area:** The carpet area for the said Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, the areas under services shafts, and the area under the exclusive balcony but includes the area covered by internal partition walls of the said Unit.
- (ii) **Balcony Area:** The net usable area of the exclusive covered balcony/balconies (if any) attached to the said Unit.
- (iii) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Purchaser.
- (iv) **Built-up Area:** The built-up area for the said Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- (v) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Unit is undivided \_\_\_\_\_Square feet more or less.
- (vi) **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the chargeable area shall be the sum total of the Built-up Area of Unit, 50% of area of Open Terrace and Proportionate Common Area which comes to \_\_\_\_\_Square feet more or less.
- (vii) **It is clarified that** the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

13.6 **Housing Loan by Purchaser:** In case the Purchaser, with the prior written consent of the Promoter, has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone. In no event the Vendors, the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.

13.7 **Overall Project Related :**

13.7.1 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same in the manner and on the terms and conditions deemed fit and proper by the Promoter.

13.7.2 The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Purchaser nor to disturb the use of the allotted parking space by the concerned Purchaser.

13.7.3 **Non Obstruction in Project:** The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any addition or alteration of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.

13.7.4 **Architect:** Unless changed by the Promoter, Messrs. INNATE of Kolkata shall be the Architect for the Project.

13.8 **Future Expansion Related:**

13.8.1 The Purchaser accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.

13.8.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Schedule D**. The Promoter shall take any further consent, if required, from the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld. The Purchaser hereby authorizes and empowers the Promoter to do so as the attorney of the Purchaser.

13.8.3 The power backup from the Common Generator in the Project shall be commenced only upon 40% percent of the Co-owners (other than the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

13.9 **HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Purchaser shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Purchaser shall be obliged and responsible to comply with strictly:

13.9.1 Not to cause any hindrance or disturbance to the other user/ unit owners in their peaceful enjoyment of their units.

13.9.2 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.

- 13.9.3 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Unit or any activity which may cause nuisance or annoyance to the Co-owners.
- 13.9.4 Without prejudice to the generality of the foregoing, not to use the Unit or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 13.9.5 Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Unit or Building or anywhere in the Project **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Unit.
- 13.9.6 Not to partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Unit or in the beams, columns, pillars of the Building at the Project passing through the Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Building at the Project or any part thereof.
- 13.9.7 not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 13.9.8 not to install or keep or operate any generator in the Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Unit is situate or in any other common areas of the Building at the Project or the Project Land save the battery operated inverter inside the Unit.
- 13.9.9 not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 13.9.10 to maintain at his own costs, the Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Authorities, Pollution Control authority and/or any statutory authority with regard to the user and maintenance of the Unit as well as the user operation and

maintenance of lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the Project.

- 13.9.11 To draw electric lines/ wires, television cables, broad band data cables and telephone cables to the Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Said Complex Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.
- 13.9.12 not to sub-divide the Unit and space for Parking Facility under any circumstances.
- 13.9.13 not use or permit to be used the Unit or the Common Areas or the Parking Facility, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the Said building
- 13.9.14 Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Unit, the Parking Facility, if any and the Common Areas.
- 13.9.15 not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- 13.9.16 to apply for and obtain at his own costs separate assessment and mutation of the Unit in the records of appropriate authority within 03 (three) months from the date of possession.
- 13.9.17 not to alter the outer elevation or façade or colour scheme of the Building at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 13.9.18 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 13.9.19 the Purchaser shall not park any motor car, or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Purchaser has been granted Parking Facility, the facility of such parking shall be subject to the following conditions:-
  - (i) The Purchaser shall use only the space for Parking Facility, if any identified for him as per Sl. No. 2 of **SCHEDULE B** hereto for parking;
  - (ii) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default;



(iii) The Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.

(iv) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, as agreed to be granted to him.

(v) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Unit nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the Unit to any other Co-owner of the Project and none else.

(vi) The Parking Facility does not confer any right of ownership of the space on which such parking facility is provided.

(vii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.

(viii) In case the Purchaser is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car/ of the other Unit owners of such facility or any other Co-owners in the Project.

(ix) In case the Parking Facility due to any technical issues or owing to any repair, maintenance or replacements at the space of the Parking Facility or due to any other reason is temporarily or permanently not available, the Purchaser shall not hold the Promoter (as Maintenance In-charge or otherwise) liable or responsible in any manner therefor.

(x) In case the Purchaser is provided facility of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the Parking Facility if taken by the Purchaser in the Mechanical Parking System shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

13.9.20 In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:-

(i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in

a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times.

- (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item not to allow or permit any leakage or seepage of water from the floor to any other portion of the Building
- (iii) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light there from disturbing others.
- (iv) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the Project Land.
- (v) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Building and/or the Project Land and/or outside walls of the Building save in the manner indicated by the Promoter or the Maintenance In-Charge.
- (vi) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- (vii) not to sub-divide the Open Terrace in any manner.

13.9.21 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit at all reasonable times for construction and completion of the Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;

13.9.22 to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Unit free from all hazards relating to fire.

13.9.23 to keep the Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Building and not to do or cause to be done anything in or around the Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Unit.

- 13.9.24 not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- 13.9.25 not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Unit and the Parking Facility, if any.
- 13.9.26 not violate any of the rules and/or regulations laid down by the Maintenance In-charge for use of the Common Areas.
- 13.9.27 not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- 13.9.28 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 Building or may cause any increase in the premia payable in respect thereof.
- 13.9.29 not to commit or permit to be committed any alteration or changes in, or draw from outside the Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Building
- 13.9.30 to use the Common Areas only to the extent required for ingress to and egress from the Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Vendors and the Promoter and all other persons entitled thereto.
- 13.9.31 to use of the Common Areas, and the shared facilities with due care and caution and not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas, and/or the shared facilities by the Purchaser or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas.
- 13.9.32 not to make any construction or addition or alteration or enclose any Common Areas, and/or the shared facilities nor display any signboard, neon sign or signage there from or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 13.9.33 not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas, and the shared facilities mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 13.9.34 not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/ etc.
- 13.9.35 no bird or animal shall be kept or harboured 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.

- 13.9.36 keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobbies, landings etc. in the said building free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Building.
- 13.9.37 not to change/alter/modify the names of the Project and/or the Building therein from those mentioned in this Deed.
- 13.9.38 The Purchaser agree, declare and confirm that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.
- 13.10 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):
- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Unit, Parking Facility and/or Designated Apartment directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Building and entire share for the said designated apartment.
  - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or any component thereof or the Building or the Project Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the Project Land or any part thereof.
  - (iii) Electricity charges for electricity consumed in or relating to the Unit.
  - (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing

any other utility or facility, if exclusively in or for the Designated Apartment or any part thereof, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

- (v) Proportionate share of all Common Expenses (including those mentioned in **SCHEDULE E** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.5/- (Rupees five only) only per Square foot per month of the Unit Area for CAM mentioned in clause 13.5.2 (vi) above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (vi) Parking Facility Maintenance Charges amounting to Rs 5000/- per annum per car parking space
- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- (viii) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per prevalent rates.
- (ix) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

13.11 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

13.11.1 The maintenance charges does not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the

Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas 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 Purchaser.

- 13.11.2 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from \_\_\_\_\_(hereinafter referred to as "the **Liability Commencement Date**").
- 13.11.3 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for two months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the Maintenance-in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 13.11.4 It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.
- 13.11.5 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Building at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 13.11.6 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 05 (five) years from the date of the Completion certificate.

- 13.11.7 Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Building (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **SCHEDULE E** hereto.
- 13.12 **Acknowledgments, Exceptions and Reservations:** The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under the provisions of this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities at any time and from time to time hereafter:-
- 13.12.1 The Promoter shall be entitled to utilize any additional FAR or constructed area as may be permissible in respect of the Project Land by construction of additional floors or stories on any of the building to be constructed at the Project Land at any time after completion of construction of the building at the Project Land and such right is being hereby excluded and reserved unto the Promoter. The Purchaser accepts any consequential variation in the shares in land attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.
- 13.12.2 For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested persons applying for the same in an organized manner whereby each such interested person shall be allotted, Parking Facility in an identified dependent or independent space against parking maintenance charges payable by such person.
- 13.13 It is clarified that as per the mutual agreement between the Parties, the Promoter will construct the said Flat/ Unit in BARE SHELL condition and that the Promoter will not be required to provide any flooring other than plain cement floor nor to provide any electrical wiring, fittings or switches except external electrical wiring upto the Distribution Box at the entrance of the said flat/unit nor to provide any sanitary fittings or fixtures in the bathrooms nor to make any counter slab or fittings in the Kitchen nor to do any other works required for finishing the said Flat/ Unit nor to provide any water pipelines except complete upto and outside the said Flat/ Unit (collectively "**Internal Finishing**").
- 13.13.1 The Purchaser shall complete said **Internal Finishing** of the said Flat/ Unit in terms hereof at their own cost and efforts. In case of any Internal Finishing found to be pending or incomplete, then the same shall be the exclusive responsibility, obligation and liability of the Purchaser without foisting any accountability on the part of the Promoter in any manner whatsoever.

13.13.2 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Building Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "SUGAM" ("**Said Signage**") of the Promoter being erected on the roof and/or the parapet walls and/or the facade of the Said Building and also the boundary walls of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Purchaser nor the Purchaser 's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Purchaser or the Maintenance In-charge. The Purchaser further agrees not to use the name/mark "Sugam" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

13.13.3 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the owners, suppliers and providers of facilities including but not limited to setting up telecom, , television, internet, transformer, and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services there from by the owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Building or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize and meet the Common Expenses to that extent.



13.13.4 The Purchaser has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reasons on recommendation of the Architect. The Purchaser unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

**13.14 COMPLIANCE WITH RESPECT TO THE APARTMENT:**

13.14.1 The Purchaser shall with effect from the Liability Commencement Date, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

13.14.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Purchaser 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 Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

13.14.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the Maintenance In-charge. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**14 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PURCHASER:** The Purchaser is entering into this Deed for the allotment of the Designated Apartment with full knowledge of all the laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Purchaser hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his own cost.

- 15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the completion certificate in respect of the Building in the Project has been issued by the competent authority(ies) except as provided for elsewhere in these presents and/or in the Act.
- 16 **ENTIRE CONTRACT:** This Deed along with its schedules read with the consistent terms and conditions of the Sale Agreement shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
- 17 **PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
- 18 **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 19 **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- 20 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other co-owner(s) in the Project, the same shall be equal to the proportion which the carpet area of the Unit bears to the total carpet area of all the Unit in the Project.
- 21 **FURTHER ASSURANCES:** All Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.

- 22 **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at Kolkata.
- 23 **NOTICES:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned in the said Agreement. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
- 24 **GOVERNING LAW:** That the rights and obligations of the Parties arising out of or under this Deed shall be construed and enforced in accordance with the applicable laws of India for the time being in force.
- 25 **DISPUTE RESOLUTION:** All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.
- 26 **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

## **SCHEDULE 'A'**

### **PROJECT LAND**

- 1. PROJECT LAND :**
- 1.1 ALL THAT** messuages tenements hereditaments building dwelling house and premises **Together With** pieces or parcels of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area of 19 Cottah 13 Chittacks 7 Square feet be the same a little more or less situate lying at and being the entire municipal Premises Nos. 4A, Picasso Bithi (formerly part of Premises No. 4, Picasso Bithi theretofore Premises No. 4, Hungerford Street), Kolkata -700017, having Assessee No. 110632300062 within Ward No. 63 of Kolkata Municipal Corporation under Police Station Shakespeare Sarani (formerly Park Street) old Holding No. 11, Block No. XII in the South Division of the town of Kolkata and butted and bounded as follows:-

- On the **North** : By Shakespeare Sarani;
- On the **South** : By Premises No. 4B, Picasso Bithi;
- On the **East** : By Picasso Bithi (Hungerford Street);
- On the **West** : By Premises No.3A, Picasso Bithi.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

**SCHEDULE A-1**

**CHAIN OF TITLE:**

1. One Nirendra Nath Sircar was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT brick built messuages tenements hereditaments and dwelling houses together with the pieces and parcels of revenue redeemed land or ground thereunto belonging whereon or on parts whereof the same were erected and built containing an area of 1 Bigha 12 Cottahs 9.5 Chittacks more or less situate lying at and being premises No. 4 Hungerford Street, Police Station Park Street in the town of Calcutta (hereinafter referred to as "**the Larger Premises**") absolutely.
2. By an Indenture of Conveyance dated 6<sup>th</sup> March 1952 made between the said Nirendra Nath Sircar as Vendor and Sangit Kala Mandir as Purchaser and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 37, Pages 158 to 163, Being No. 672 for the year 1952 the said Nirendra Nath Sircar for the consideration therein mentioned sold conveyed and transferred the Larger Premises unto and to the said Sangit Kala Mandir absolutely and forever.
3. By an Indenture of Conveyance dated 26<sup>th</sup> September 1957 made between Sangit Kala Mandir therein referred to as the Vendor of the First Part one Yudhisthir Lal Agarwala therein referred to as the Confirming Party of Second Part and Bhagwati Agarwala therein referred to as the Purchaser of the Third Part and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 95, Pages 256 to 264, Being No. 4193 for the year 1957, the said Sangit Kala Mandir for the consideration therein mentioned sold conveyed and transferred to the said Bhagwati Agarwala the Larger Premises.
4. By an Indenture of Conveyance dated 20<sup>th</sup> March 1996 and registered with the Registrar of Assurances, Calcutta in Book No. I, Being No. 1142 for the year 1996, the said Bhagwati Devi Agarwala sold to one Rhino Trading Company Private Limited and Panitola Trading Company Private Limited a divided and demarcated portion on the southern side of the Larger Premises containing an area of 12 Cottah 12 Chittaks and 16 Square feet more or

less which sold portion was subsequently assessed separately and renumbered as premise No. 4B Picasso Bithi, Kolkata. The said Bhagwati Devi Agarwala remained the owner of the remaining portion containing an area of 19 Cottahs 13 Chittaks 7 Square feet more or less, which was renumbered by the Kolkata Municipal Corporation as premises No. 4A Picasso Bithi being the said premises.

5. The said Bhagwati Devi Agarwala, a Hindu died on 21<sup>st</sup> July 2015 after making and publishing her Last Will and Testament dated 26<sup>th</sup> December 2012 whereby and whereunder she appointed her son-in-law Nav Ratan Goenka as the sole Executor and gave devised and bequeathed the said premises to her three daughter-in-laws namely Rita Agarwala (since deceased), Adarsh Agarwal (Vendors No.1.1.1 herein) and Neerja Agarwal (Vendors No.1.1.2 herein) in equal shares absolutely.
6. Probate in respect of the said Will of Bhagwati Devi Agarwala was granted on 8<sup>th</sup> February, 2019 to the said Nav Ratan Goenka by the Hon'ble High Court at Calcutta in Probate Case No. 60 of 2018.
7. The said Rita Agarwala, a Hindu died on 17<sup>th</sup> September 2017 after making and publishing her Last Will and Testament dated 10<sup>th</sup> April 2017 whereby and whereunder she appointed her husband Shiv Kumar Agarwal as the Sole Executor and gave devised and bequeathed her one-third share or part in the said premises unto and upon the Family Trust to be known in the name and Style of Rita Agarwala Family Trust (the Vendors No. 1.1.3 hereto), and appointed the said Shiv Kumar Agarwal and Nav Ratan Goenka as the Trustees of the said Trust absolutely.
8. Probate in respect of the said Will of Rita Agarwala was granted on 15<sup>th</sup> January, 2019 to Shiv Kumar Agarwal by the Hon'ble High Court at Calcutta in Probate Case No. 278 of 2018.
9. The said Nav Ratan Goenka and Shiv Kumar Agarwal by their respective acts assented and consented to the bequests made by the respective said Last Wills and Testament of Bhagwati Devi Agarwal and Rita Agarwala and made over possession of the respective bequeathed properties to the respective beneficiaries.
10. The Vendors have thus become the full and absolute owners of the said premises and caused their names to be mutated in the records of the Kolkata Municipal Corporation as such.
11. By the Development Agreement dated 12<sup>TH</sup> April, 2019 registered with The Additional Registrar of Assurance –III , Kolkata in Book No I, Vol No 1903-2019, Pages from 67465 to 67543, Being No 190301559 for the year 2019, the Vendors, inter alia, did thereby grant to the Promoter the exclusive right to develop the Project Land by constructing the Building thereat or any part thereof for mutual benefits and for the consideration and on

the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Vendors and the Promoter as follows:-

- i. The Project Land shall be developed in one or multiple phases at the discretion of the Promoter.
  - ii. The consideration receivable from sale of Multiple Units (including the Unit) and other transferable areas shall belong to the Vendors and the Promoter in the ratio as agreed under the Development Agreement and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
  - iii. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Vendors and the Promoter shall separately pay to the Vendors the share of the Vendors in the same.
  - iv. The Vendors would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Building at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
12. The Promoter obtained in the name of the Vendors the Fire Safety Recommendations for the proposed B +G +11 storied building from the office of the Director General, West Bengal Fire & Emergency Services as per their Memo No IND/WB/FES/20192020/ 68389 dated 18.01.2020.
- A. The Promoter obtained in the name of the Vendors a sanctioned Building Plan bearing no. 2021070025 dated 29.06.2021 duly sanctioned the by The Kolkata Municipal Corporation for the construction of a B+G+ 11 storied residential building at the said premises.
  - B. The Vendors has joined this Deed to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the said Unit.

## **SCHEDULE-A-2**

### **DEFINITIONS:**

1. **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:
  - (i) **"this Deed"** shall mean this Deed and Schedules all read together.
  - (ii) **"Co-owners"** shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered

in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor/Promoter, shall mean the respective Vendors and/or Promoter;

- (iii) **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- (iv) **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa

**SCHEDULE 'B' – UNIT, PARKING ETC.,**

1. **UNIT: ALL THAT** the Designated Apartment bearing No \_\_\_ containing a Carpet area of \_\_\_ **Square Feet** corresponding to \_\_\_ **Sq. Feet** of Built Up Area on the \_\_\_ **Floor** of the residential building "**HUNGERFORD HOUSE**" at the said Premises No. **4A, Picasso Bithi** (formerly Hungerford Street), Kolkata - 700017 and the said Premises is morefully described in the **SCHEDULE A** hereinabove written and shown in the Plan annexed hereto, duly bordered thereon in "RED".
2. **PARKING FACILITY: ALL THAT** the right to park 1 (one) medium sized motor car at the \_\_\_\_\_ place in the \_\_\_\_\_ of the Project Land.

**SCHEDULE C –EASEMENTS:****(Easements Granted to the Purchaser)**

- A. The Purchaser shall be entitled to the easements, quasi-easements appurtenances and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendor, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendor, the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
  - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
  - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
  - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing 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 the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
  - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.



- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendor, the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
  - b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
  - c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
  - d. The right as might otherwise become vested in the Purchaser 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.
  - e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

**SCHEDULE 'D' -COMMON AREAS AND INSTALLATIONS**

**PART-I**

**1. AMENITIES & FACILITIES:**

**1.1 Common Areas in the Project<sup>10</sup>:**

**1.1.1** The staircases, lifts, staircase lobbies, lift lobbies, ground floor lobby, fire escapes and common entrances and exits of the building/s;

**1.1.2** The roof terrace,

**1.1.3** Installations of central services such as electricity, water and sanitation,

**1.1.4** The sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

**1.1.5** All common facilities as provided in the said project at the said premises No. 4A, Picasso Bithi, Kolkata – 700016;

**1.1.6** All facilities and amenities as may be provided;

**1.1.7** Overhead and underground water reservoirs;

**1.1.8** Lift machine rooms;

**1.1.9** Transformers and CESC Utility Areas;

**1.1.10** Fire fighting system;

**1.1.11** Common toilet

**1.1.12** Driveways and pathways (except areas earmarked by the Developer as car parking spaces).

**1.1.13** Installation of solar power (on the roof)

**1.1.14** Landscaped areas;

**1.1.15** Facility Managers' area with CCTV ( in the ground floor lobby)

**1.1.16** Security Guards Goomty at entrance

**1.1.17** Such other common parts areas and any covered and open space in or about Project Land and for the Project as a whole as may be provided by the Promoter.

**SCHEDULE E**

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<sup>10</sup> Particulars mentioned below may undergo changes at the time of sale deed as per changes made until then

**Common Expenses shall include the following ("Common Expenses"):**

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, painting, repainting, lighting, upkeep etc. of the main structure of the Building including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas at the Project, the Shared Facilities and the parking spaces including lifts, generators, intercom, CCTV, water pump with motors, mechanical parking, all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, drains and electric cables conduits and wires whether open or concealed and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/apartment and/or enjoyed or used by the Purchaser in common.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments gadgets and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, fittings, fixtures etc) and MCP.
3. **STAFF:** The salaries, remuneration and other costs and expenses of the Maintenance Agency, staffs, professionals, consultants and other persons to be employed or engaged for the Common Purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge 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 Land (save those assessed separately in respect of any Unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events and/or any contingencies.
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities 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 Vendors, the Promoter, the Maintenance In-charge for the Common Purposes.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this 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:**

**VENDOR:**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**PURCHASER:** (including joint buyers)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

**Name:**

Address:

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**PROMOTER:**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**RECEIPT AND MEMO OF CONSIDERATION:**

**RECEIVED** by the Promoter from the within named Purchaser the within mentioned sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only being the consideration in full payable under these presents by Cheques/Pay Order/Cash and other instruments as per Memo written herein below which includes a sum of Rs. \_\_\_\_/- being the entitlement of the Vendors received by it from time to time from the Promoter as pure reimbursement:

**MEMO OF CONSIDERATION**

<b>Sl. No.</b>	<b><i>By or out of Cash/Demand Draft/Cheque/ RTGS/NEFT Number</i></b>	<b><i>Date</i></b>	<b><i>Bank</i></b>	<b><i>Amount (in Rs. P.)</i></b>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
			<b>TOTAL</b>	<b><u>Rs. _____/-</u></b>

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

**WITNESSES:**

DATED THIS ..... DAY OF ..... 2023

BETWEEN

ADARSH AGARWALA & ORS.

... VENDORS

AND

SOUBHAGYA NIRMAN LLP

... PROMOTER

AND

... PURCHASER

INDENTURE

(Unit No. \_\_\_\_)

Soubhagya Nirman LLP

  
Authorized Signatory / Partner

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B & 2, HARE STREET

KOLKATA - 700001.