

**CONVEYANCE**

**THIS INDENTURE** executed on this \_\_\_\_\_ day of \_\_, 2024

**BY AND BETWEEN**

**SMD ASSOCIATES** (PAN-ADZFS6955L), a Partnership firm, having its Registered Office at No.57, South Raipur, Police Station-Patuli, P.O.Garia, Kolkata-700084 and represented by its Partners namely, **(1) Pradip Sen** (PAN-ANMPS2142L) son of Late Rabindra Nath Sen, by occupation-Business, residing at No.A/65, New Raipur, P.O.Garia, Police Station-Patuli, Kolkata 700084, **(2) Samir Majumder** (PAN AGZPM8265C) son of Late Jogendra Majumder, by occupation-Business, residing at No.A/66, New Raipur, P.O.Garia, Police Station- Patuli, Kolkata 700084 and **(3) Dolan Das** (PAN AIEPD3616R), son of Late Jagendra Lal Das, by occupation- Business, residing at No.57, South Raipur, P.O.Garia, Police Station-Patuli, Kolkata- 700084, all by Nationality Indian, hereinafter referred to as the **“PROMOTER / DEVELOPER”** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and also include its partners for the time being and their respective heirs legal representatives executors administrators and/or assigns) of the **FIRST PART:**

**SMD ASSOCIATES**

*Dolan Das*

**PARTNER**

**AND**

**1) Biplab Ganguly**, (PAN-APMPG6534J), son of Late Bimal Chandra Ganguly, by occupation-Retired Person, residing at P-50, Raipur, P.O.Garia, Police Station-Patuli, Kolkata-700084, **(2) (Smt.) Rekha Moitra** (PAN- GLWPM9019L), wife of Sri Pratul Kumar Moitra and daughter of Late Bimal Chandra Ganguly, by occupation-Housewife, residing at No.B- 30, Brahmapur, Northern Park, P.O.Bansdroni, Police Station- Bansdroni, Kolkata 700070, **(3) (Smt.) Minati Chakraborty** (PAN-AIPPC4005L, wife of Sri Sanjay Sankar Chakraborty and daughter of Late Bimal Chandra Ganguly, by occupation-Housewife, residing at No.P-28, Gariahat Road South, P.O.Dhakuria, Police Station-Lake, Kolkata-700031, and **(4) (Smt.) Papiya Chakraborty** (PAN-CDAPC2317P), wife of Sri Vikash Kumar Chakraborty and daughter of Late Bimal Chandra Ganguly, by occupation-Housewife, residing at No.2/6, Sahid Nagar, P.O.Dhakuria, Police Station-Lake, Kolkata-700031, all by faith-Hindu, all by Nationality-Indian, all represented by their constituted Attorney, **SMD Associates** (PAN-ADZFS6955L), a Partnership firm, having its Registered Office at No.57, South Raipur, Police Station-Patuli, P.O.Garia, Kolkata-700084 and represented by its Partners namely, **(1) Pradip Sen** (PAN- ANMPS2142L) son of Late Rabindra Nath Sen, residing at No.A/65, New Raipur, P.O.Garia, Police Station-Patuli, Kolkata 700084, **(2) Samir Majumder** (PAN AGZPM8265C) son of Late Jogendra Majumder, residing at No.A/66, New Raipur, P.O.Garia, Police Station Patuli, Kolkata 700084 and **(3) Dolan Das** (PAN AIEPD3616R), son of Late Jagendra Lal Das, residing at No. 57, South Raipur, P.O.Garia, Police Station-Patuli, Kolkata- 700084, all by faith Hindu, all by occupation-Business, all by Nationality Indian, appointed vide Development Power dated 13<sup>th</sup> January 2022, and registered in the office of the Additional Registrar of Assurances-II, Kolkata, in Book I Volume 1902-2022 Pages 21141 to 21182 Being No.190200314 for the year 2022, hereinafter jointly referred to as “the **OWNERS/LAND-OWNERS**” (which expression unless excluded by or repugnant to the subject or to the context shall be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives and/or assigns) of the **SECOND PART**;

**AND**

\_\_\_\_\_, hereinafter referred to as “the **ALLOTTEE / PURCHASER**” of the **THIRD PART**:

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

**WHEREAS:**

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.

- B. The Land Owners are the absolute owner of **All That** the municipal Premises No. Premises No.34, Roypur (postal address being No. P-50, Raipur), Police Station- Patuli (formerly-Jadavpur), Kolkata-700084, within the limits of the Kolkata Municipal Corporation, Ward No.101, in the District of South 24 Parganas, fully described in the **FIRST SCHEDULE, SAVE** such undivided shares / parts therein as have already been conveyed in favour of various allottees. Devolution of title of the Land Owners to the said Premises is set out in the **FIFTH SCHEDULE**.
- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Kolkata Municipal Corporation has granted permission to construct vide Building Permit No.2022120189 dated 7th July 2022.
- F. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) (Act No.16 of 2016) with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration No.\_\_\_\_\_.
- G. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and The Kolkata Municipal Corporation has issued completion certificate vide \_\_\_\_\_ dated \_\_\_\_\_.
- H. By an Agreement for Sale dated \_\_and registered with the \_\_in \_\_\_\_\_, the Promoter agreed to sell and transfer to the Allottee **All That** the **said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- I. The construction of the said Unit is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on \_\_\_\_\_.

- J. The Promoter and the Land Owners have duly complied with their obligations contained in the said Sale Agreement and are not in default of their obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter. Any and all claims by any party against the other under or by virtue of the said Sale Agreement hereby stand waived and all delays defaults and breaches stand condoned.
- K. The Allottee has now requested the Promoter and the Land Owners to convey the said Apartment in favour of the Allottee.
- L. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Land Owners and the Promoter to the said Premises;
  - (ii) The rights of the Promoter under the Development Agreement;
  - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto;
  - (iv) The workmanship and quality of construction of the said Unit and the Project, including the structural stability of the same;
  - (v) The total area comprised in the said Unit;
  - (vi) The Completion Certificate;
  - (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

**I. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs.\_\_\_\_ (Rupees \_\_\_\_\_) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same, both the Promoter and the Land Owners do hereby discharge the Allottee), the Land Owners and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (both of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible variable impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written **TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or

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

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

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

produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

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

1. The Allottee so as to bind himself to the Promoter and the Land Owners and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owners and with all the other allottees that the said Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.

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

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

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

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

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

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

- 4.1 The Allottee shall be solely responsible to maintain the Apartment / Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to

the Building, or the Apartment / Unit, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment / Unit, and keep the Apartment / Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

4.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment / Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment / Unit.

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

## **5. ADDITIONAL CONSTRUCTIONS**

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

## **6. NOTICES**

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

## 7. **JOINT ALLOTTEES**

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

## 8. **GOVERNING LAW**

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

## 9. **OTHER PROVISIONS:**

- 9.1 The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Apartment / Unit) nor do anything whereby the construction or development of the Said Premises or the said Premises or the sale or transfer of the other Apartments / Units in the Said Premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Owners are restrained from construction of the Said Premises and/or transferring and disposing of the other units / apartments / saleable spaces and rights in the Project or the Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Owners or any of them.
- 9.2. Save the said Apartment / Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Units / Apartments / commercial space / units and spaces or store-rooms or constructed areas or parking spaces at the said Premises or the Project / Said Premises or the Building thereat.
- 9.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain Apartments /



Units may have the exclusive open to sky Terrace / Gardens attached to their respective apartments / units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.

- 9.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Apartment / Unit in the records of concerned authorities.
- 9.5 The rights of the Allottee in respect of the said Apartment / Unit under these presents can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 9.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Apartment / Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 9.7. The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the premises and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Allottee under these presents) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.
- 9.8 Save the said Apartment / Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other apartments / units and spaces or constructed areas or car parking spaces at the said premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper

and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.

- 9.9 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.
- 9.10 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 9.11 The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units / Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 9.12 The properties and rights hereby sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Apartment / Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 9.13 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and shall, transfer his / her/ its proportionate share of the title / interest in respect of the Common Areas and Installations, in favour of the Association / Maintenance Company as may be formed, by execution of documents as necessary at its / their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee, shall also be bound and obliged, at its / their own costs, to execute all papers and documents and do all acts deeds matters and things as be required for compliance of Section 17 of the RERA and also the provisions of West Bengal Apartment Ownership Act, 1972, including to execute the declaration as required under Section 2 read with Section 10 of the West Bengal Apartment Ownership Act, 1972 as and when required, and shall adhere to the time line for submitting to the provisions of West Bengal Apartment Ownership Act, 1972 and vesting / transfer of the title / interest in respect of the Common Areas and Installations, if proportionate share whereof is proposed to be held by the Allottee herein, in favour of the Association / Maintenance Company as may be formed, at its / their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions;
- 9.14 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to

negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter and the Maintenance In-charge against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners or the Promoter or the Maintenance In-charge as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non- fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee. In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkeep by and at the costs and expenses of the allottee thereof.

- 9.15 The Project at the said Premises shall bear the name “**AVIPSHA**” unless changed by the Promoter from time to time in its absolute discretion.
- 9.16 The paragraph headings do not form a part of these presents and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

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

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

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

**WITNESSES TO ALL THE ABOVE:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**RECEIPT AND MEMO OF  
CONSIDERATION**

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

**(PROMOTER)**

**WITNESSES:**

## **SCHEDULES**

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

**ALL THAT** the piece and parcel of homestead land, containing an area of 4(four) Cottahs more or less, situate lying at L.O.P No.50 and being C.S.Plot No.1265 (P) in Mouza-Raipur, J.L.No.33, in the Police Station- Patuli (formerly-Jadavpur), in the District of South 24 Parganas and comprised in Premises No.34, Roypur (postal address being No.P-50, Raipur), Kolkata-700084, within the limits of the Kolkata Municipal Corporation, Ward No.101 and butted and bounded as follows:

**ON THE NORTH** : By Housing Complex “West Wind”;  
**ON THE EAST** : By Plot No.P-51, South Raipur;  
**ON THE SOUTH** : By 16 feet wide Municipal Road; and  
**ON THE WEST** : By Housing Complex “West Wind”;

**OR HOWSOEVER OTHERWISE** the same now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described and/or distinguished.

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

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

**With** right to park \_\_\_\_\_ **motor car/s** in the closed space in the **Ground Floor** of the Building, bearing No.\_\_\_\_, and shown in the **Plan** annexed hereto, duly bordered thereon in **“Green”**.

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

- (a) Land comprised in the said Premises.
- (b) Paths and passages in the premises other than those reserved by the Promoter for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Promoter for use of any Co-owner.
- (c) Staircases and landings of Marble flooring with skirting having windows with standard section of pressed mild steel and glass panes with staircover on the ultimate roof.
- (d) Electrical wiring and fittings and fixtures for lighting the staircases and landings.
- (e) Electrical installations with main switch and meter and space/room required therefor.
- (f) Overhead water tank and underground water reservoir with distribution pipes therefrom connecting to different Units, if any, and from the underground water reservoir to the over-head water tank. Water waste and sewage evacuation pipes, if any, from all or any of the Units to drains and sewers common to the building.
- (g) Drains and sewers from the building to the public drain.
- (h) Entrances with gates to the premises.
- (i) Boundary wall to the premises.
- (j) Ultimate Roof.
- (k) Lifts alongwith lift shafts and the lobby in front of it and Lift machine room as per plan.
- (l) Caretaker Room and Common Toilet.

**THE FOURTH SCHEDULE ABOVE  
REFERRED TO:  
(Common Expenses)**

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

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

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

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

- A. By a Deed of Gift dated 18<sup>th</sup> July 1989 made between The Governor of the State of West Bengal therein referred to as the Donor of the one Part and Bimal Chandra Ganguly, since deceased therein referred to as the Donee of the Other Part and registered with the Additional District Registrar, Alipore in Book No.I Volume No.5 Pages 461 to 464 Being No.0541 for the year 1989, The Governor of the State of West Bengal did thereby gifted transferred assigned and assured to the said Bimal Chandra Ganguly, since deceased



**ALL THAT** the piece and parcel of homestead land, containing an area of 4(four) Cottahs more or less situate lying at L.O.P No.50 and being C.S.Plot No.1265 (P) in Mouza-Raipur, J.L.No.33, in the Police Station-Jadavpur (now Patuli), in the District of South 24 Parganas, absolutely and forever.

- B. Subsequently, the said Bimal Chandra Ganguly got his name mutated in the records of the then Calcutta Municipal Corporation (bearing Assessee No. 311012200345), which was separately assessed and numbered by the then Calcutta Municipal Corporation as Municipal Premises No.34, Roypur (postal address being No.P-50, Raipur), and constructed a dwelling house thereat on the aforesaid land.
- C. The said Bimal Chandra Ganguly, who was a Hindu during his lifetime and also at the time of his death governed by the Dayabhaga School of Hindu Law, died intestate on 11th January 1999 leaving behind his only son namely, Biplab Ganguly, and three married daughters namely, (Smt.) Rekha Moitra, (Smt.) Minati Chakraborty and (Smt.) Papiya Chakraborty, (the Owners herein), as his legal heirs heiresses and legal representatives, who upon his death inherited and became jointly entitled to amongst others, the aforesaid Premises. His mother, (Smt.) Shailaja Ganguly had predeceased him and his wife, (Smt.) Rani Ganguly also had predeceased him on 17th May 1990.
- D. In the event aforesaid and by virtue of inheritance, the Land Owners herein are now seized and possessed of and/or otherwise well and sufficiently entitled as the joint and absolute owners of **All That** the piece and parcel of homestead land, containing an area of 4(four) Cottahs more or less together with an old dwelling house constructed thereat situate lying at L.O.P No.50 and being C.S.Plot No.1265 (P) in Mouza-Raipur, J.L.No.33, in the Police Station- Jadavpur (now Patuli), in the District of South 24 Parganas and comprised in Premises No. 34, Roypur (postal address being No.P-50, Raipur), Kolkata- 700084, within the limits of the Kolkata Municipal Corporation Ward No.101, which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereinabove written and hereinbefore referred to as “the **SAID PREMISES**”.
- E. The name of the Owners have been and continues to be recorded as the owner (bearing Assessee No.311012200345) of the said Premises in the records of the Kolkata Municipal Corporation.

**Annexur"A"**

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

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PREMISES** shall mean the municipal Premises No. 34, Roypur (postal address being No.P-50, Raipur), Police Station- Patuli (formerly- Jadavpur), Kolkata-700084, within the limits of the Kolkata Municipal Corporation, Ward No.101, in the District of South 24 Parganas, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
- iv) **PROJECT / BUILDING** shall mean the new Building constructed by the Promoter at the said Premises and containing several independent and self contained Flats / Apartments, parking spaces, retail areas / spaces, offices and other constructed areas.
- v) **ALLOTTEES / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owners and taken possession of any Unit in the Said Premises.
- vi) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises.
- vii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.

- viii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- ix) **UNITS** shall mean the independent and self-contained Flats / Apartments (herein called "**Flats / Apartments** and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the Parking Space/s and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments and also the proportionate undivided share in the common areas and installations, attributable thereto.
- x) **PARKING SPACES** shall mean covered parking spaces in or portions of the Building at the premises and also the at the ground level of the premises as expressed or intended by the Promoter at their sole discretion for parking of motor cars and other vehicles.
- xi) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah, but includes the area covered by the internal partition walls of the Flat / Apartment;
- xii) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit).
- xiii) **SUPER BUILT-UP AREA** according to the context shall mean and include the Built-Up Area of any Unit **And** shall include the proportionate share of the areas of the Common Areas in the Building and the

Premises, attributable to such Unit as shall be determined by the Promoter in its absolute discretion.

- xiv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the Said Premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
- xv) **SAID APARTMENT / UNIT** shall mean the Residential **Flat / Apartment** of the Building constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE and wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Flat / Apartment **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE.**
- xvi) **DEVELOPMENT AGREEMENT** shall mean the dated 13<sup>th</sup> January 2022 entered into by and between the said Land-Owners therein referred to as the Owner of the One Part and the Promoter herein therein referred to as the Developer of the Other Part and registered in the office of the Additional Registrar of Assurances-II, Kolkata, in Book I Volume 1902- 2022 Pages 21085 to 21140 Being No.190200313 for the year 2022 relating to the development and sale of their respective allocation in the said Premises by the Land Owners and Promoter in favour of the intended Allottees and/or their nominee or nominees;
- xvii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes

having such rules regulations bye- laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.

- xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xix) **ADVOCATE** shall mean S.Pranoyshubhra, Advocate, High Court, Calcutta appointed for preparation of necessary agreements and instruments for transfer of the Units in the building for the said Project at the said Premises;
- xx) **PLAN** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2022120189 dated 7<sup>th</sup> July 2022 for construction of the Building at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter.
- xxi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxiii) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
  - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors

- administrators;
- (d) In case the Allottee be a company, then its successors or successors-in-office;

### **Annexure "B"**

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of

necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:

- a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
- b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
- c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
- d) to install fire-fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
- e) to carry out all fitout works in the said unit in a good and workman- like manner and without

violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;

- f) in case of **Residential Flats / Apartments**, to use their respective Flats / Apartments (and utility rooms etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes; to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars / two wheelers, as applicable.
- g) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- h) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- i) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies , landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises.
- j) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
- k) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall

of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Flat / Apartment / unit.

- l) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- m) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- n) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- o) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- p) To keep their respective units and party walls, sewers, drains pipes, cables, wires, 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 and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making



changing or repairing the concealed wiring and piping or otherwise.

- q) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Flats / Apartments agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Flats / Apartments to any other owner of Flat / Apartment in the Building and none else.
- r) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
  - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the flat only to any other owner of flat in the Project and none else;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;

- (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Owner and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said premises.
- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners with regard thereto.
- s) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- t) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- u) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- v) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony etc., nor cover the same in any manner, including *Shamianas* etc.
- w) not to cook or prepare or consume any non-vegetarian food in common areas.
- x) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter and the Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on

their part.

- y) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- z) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.
- aa) not to fix or install air conditioners in their respective Flats / Apartments save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100/- (Rupees One hundred) only per sq. ft., of the Carpet Area of such Allottee's Flat / Apartment and shall also forthwith remove the air

conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Flats / Apartments / approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Flats and not to allow any spill over in the common areas / Apartments.

- bb) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Flat / Apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs.100/- (Rupees One hundred) only per sq. ft. of the Carpet Area of such Allottee's Flat / Apartment. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Flat / Apartment to its original state and condition, for and on behalf of and as the agent of such Allottee.
- cc) not to make in the Flat / Apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100/- (Rupees One hundred) only per sq. ft., of the Carpet Area of the concerned Flat / Apartment.
- dd) to bear and pay and discharge exclusively the following expenses and outgoings:-
  - i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to The Kolkata Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Kolkata

Municipal Corporation proportionate share of all such rates and taxes assessed on the Premises;

- ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole.
- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.2/= per square foot per month of the Super Built- up Area of their respective units. The said minimum rate shall be subject to revision from

time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services. It is clarified that expenses for maintaining managing upkeeping and administering the respective Common Area and Installations shall not be separately incurred / charged / accounted for nor is the same feasible nor practical and none of the Allottees shall object to or demand explanation therefor and shall be bound to accept the same without demur or objection.

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).
  - ee) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owners and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.
  3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate

share of the common expenses by the Allottee.

4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
  - (i) disconnect the supply of electricity to the said Unit;
  - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
  - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit.
  - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building.
5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

**SMD ASSOCIATES**

*Deln JM*

**PARTNER**

**SIGNATURE OF THE PROMOTER/DEVELOPER**