

**SALE DEED**

**THIS INDENTURE** executed on this \_\_\_\_\_ day of \_\_\_\_\_.

## BY AND BETWEEN

**ALCOVE DEVELOPERS LLP**, a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008 (6 of 2009) and duly registered with the Registrar of Companies, West Bengal, having its LLPIN: AAC-2250 of 2014 and its I.T. PAN: AAZFA 6468M and having its registered office at 68/2 Harish Mukherjee Road, Kolkata – 700 025, Police Station: Kalighat, Post Office: Bhowanipore, represented by its Authorized Representative, \_\_\_\_\_ son of \_\_\_\_\_, by occupation \_\_\_\_\_, having his I.T. PAN: \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata – \_\_\_\_\_, 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 successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**

**AND**

**(1) HAPPY NIKETAN PRIVATE LIMITED**, a Company as per the provisions of the Companies Act, 2013 having its Registered Office at No.5, Gorky Terrace, 2<sup>nd</sup> Floor, Kolkata-700 017, (PAN:- AABCH 8182Q; CIN:- U45203WB2007PTC113326) represented by its constituted attorney Alcove Developers LLP through its authorized representative \_\_\_\_\_ son of \_\_\_\_\_, by occupation \_\_\_\_\_, having his I.T. PAN: \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata – \_\_\_\_\_ pursuant to the Power of Attorney dated 25th January 2017 registered with the Additional Registrar of Assurances-III, Kolkata in Book IV Volume No.1903-2017, Page from 54149 to 54186, Being No.190302127 for the year 2017;**(2) SUKHJIT COMMOALES PRIVATE LIMITED**, a Company as per the provisions of Companies Act, 2013 having its Registered Office at No. 5, Gorky Terrace, 2<sup>nd</sup> Floor, Kolkata – 700 017, (PAN:- AAPCS 4563E; CIN:- U51909WB2011PTC159273) represented by its constituted attorney Alcove Developers LLP through its authorized representative \_\_\_\_\_ son of \_\_\_\_\_, by occupation \_\_\_\_\_, having his I.T. PAN: \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata – \_\_\_\_\_ pursuant to the Power of Attorney dated 25th January 2017 registered with the Additional Registrar of Assurances-III, Kolkata in Book IV Volume No.1903-2017, Page from 54244 to 54281, Being No.190302130 for the year 2017; and; both hereinafter collectively referred to as “the **OWNERS / LAND OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the **SECOND PART**

**AND**

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

The Promoter, the Owners 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 owners of All Those several pieces and parcels of land, containing an aggregate area of 2.815 Acres more or less situate lying at and comprised in L.R. Dag Nos.11025, 11026, 11031, 11036, 11037, 11109, 11110 and 11111 (all recorded in L.R. Khatian No.11331 in the name of Happy Niketan Pvt. Ltd.), and L.R. Dag No.11108 (recorded in L.R. Khatian No.14688 in the name of Sukhjit Commosales Pvt. Ltd.) both in Mouza Mahesh, J.L.No.15, Police Station Serampore, and comprised in Holding No. 449/A, G.T. Road, in Ward No.19 of the Serampore Municipality, in the District of Hooghly, ADSR-Sreerampur, Pin-712202, West Bengal, described in the FIRST SCHEDULE hereunder written. Devolution of title of the Land Owners to the said Premises is set out in the FIFTH SCHEDULE hereunder written.
- C. By and in terms of the Development Agreements(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 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 \_\_\_\_\_ has issued completion certificate vide \_\_\_\_\_ dated \_\_\_\_\_.
- E. 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.
- F. The construction of the said Apartment is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on \_\_\_\_\_.

- G. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- H. The Allottee has now requested the Promoter to convey the said Apartment in favour of the Allottee. The Land Owners have agreed to join in as party to this deed.
- I. 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 to the said Premises;
  - (ii) The rights of the Promoter under the Development Agreements;
  - (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 Apartment and the Project, including the structural stability of the same.
  - (v) The total area comprised in the said Apartment / Unit.
  - (vi) The Completion Certificate.
  - (vii) The scheme of user and enjoyment of the Common Areas and Installations, as also the Broad Infrastructure, as contained elsewhere 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), the Land Owners and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (each 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 TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations and the Broad Infrastructure 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 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, as also the Broad Infrastructure, proportionately.

**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 or 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 DO AND EACH OF THEM 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 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 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.

It is agreed and clarified that the Association of Allottees has already been formed and the same is now in charge of the Common Areas and Installations and the Promoter or the Land Owners shall not be held liable therefor in any manner whatsoever.

3. **BROAD INFRASTRUCTURE**

The Promoter holds development rights of two Nearby Properties, namely (a) Municipal Holding No.449/A/2 G.T.Road; and (b) Municipal Holding No.449/A G.T.Road (in short called "the **Nearby Properties**") and certain areas installations facilities and amenities (in short called "the **Broad Infrastructure**") are proposed to be serving and for common use and enjoyment of the said Project and the said Nearby Properties or any Two of them, details whereof are mentioned in the **Sixth Schedule**, for integration of infrastructure. Some of the areas installations facilities and amenities comprising the Broad Infrastructure are proposed to be common between the said Project at the said Premises and the said Nearby Properties and some are proposed to be common between the said Project at the said Premises and the said Municipal Holding No.449/A/2 G.T.Road, as mentioned in the **Sixth Schedule**.

The Allottee shall not have any proportionate share title ownership or interest in the said Broad Infrastructure, but merely a limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto in the manner elsewhere herein mentioned. **It is clarified that** the final Broad Infrastructure shall be determined by the Promoter in due course of time, to which the Allottee hereby consents.

All of the said Broad Infrastructure are presently proposed or intended to be under the management control and charge of the Promoter initially and upon the projects at the said Nearby Properties being developed, the Promoter intends (without being obliged) to hand over such management control and charge thereof (except the underpass leading from Holding No.449/A/1 G.T.Road to Holding No.449/A/2 G.T.Road) to the Association of Allottees of the proposed project at Municipal Holding No.449/A/1 G.T.Road, which shall be obliged to provide services thereof to the owners and occupiers of Municipal Holding No.449/A/2 G.T.Road, subject to payment of proportionate common expenses and maintenance charges pertaining thereto. The underpass leading from Holding No.449/A/1 G.T.Road to Holding No.449/A/2 G.T.Road is intended to be in management control and charge of the Association of Allottees of the Project at Municipal Holding No.449/A/2 G.T.Road. Notwithstanding the aforesaid, it is agreed and clarified that the Promoter shall be entitled to create a separate body / entity, be it a company, firm, society, association etc., for taking over charge of and managing maintaining upkeeping and administering the said Broad Infrastructure;

It is expressly agreed understood and made clear that all or some of the elements of Broad Infrastructure may be created and installed after delivery of possession of the said Unit to the Allottee.

4. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations or any part / phase thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees(including the Allottee herein) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owners fully indemnified with regard thereto;

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Sale Deed at \_\_\_\_\_ 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 \_\_\_\_\_

\_\_\_\_\_

Drafted by:

Advocate  
High Court Calcutta

## SCHEDULES

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

All Those several pieces and parcels of land, containing an aggregate area of 2.815 Acres more or less situate lying at and comprised in L.R. Dag Nos.11025, 11026, 11031, 11036, 11037, 11109, 11110 and 11111 (all recorded in L.R. Khatian No.11331 in the name of Happy Niketan Pvt. Ltd.), and L.R. Dag No.11108 (recorded in L.R. Khatian No.14688 in the name of Sukhjit Commosales Pvt. Ltd.) both in Mouza Mahesh, J.L.No.15, Police Station Serampore, and comprised in Holding No. 449/A, G.T. Road, in Ward No.19 of the Serampore Municipality, in the District of Hooghly, ADSR-Sreerampur, Pin-712202, West Bengal.

Details of areas comprised in each Dag is as follows:-

Dag No.(LR)	Dag No.(RS)	Area (in Acres)
11025	6916	0.74
11026	3601	0.049
11031	7005	0.065
11036	3600	0.957
11037	3607	0.187
11108	3625	0.014
11109	3626	0.348
11110	3628	0.087
11111	3629	0.368
Total :		2.815

The said Premises is butted and bounded as follows:

**On the North** : By Bose Para Lane;  
**On the East** : By Hooghly River;  
**On the South** : By Bengal Laxmi Cotton Mill Road; and  
**On the West** : By Sital Sarkar Lane;

**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: (UNIT)

All That the Commercial Space / Semi-Commercial Space / Office / Showroom / Apartment / Unit bearing No. \_\_\_\_ (in Warm Shell condition) containing a Carpet Area of \_\_\_\_ Square Feet {Built-up Area whereof being \_\_\_\_ Square Feet [inclusive of the area of the balcony(ies) / verandah(s)] 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 \_\_\_\_ Floor of the Building of the under construction Project "NEW KOLKATA - TRIVENI" as defined in clause vi of Annexure A at the said Premises described in the First Schedule hereunder written and shown in the Plan annexed hereto, duly bordered thereon in "Red", with exclusive right to use the attached open space measuring \_\_\_\_ Sq. Ft. as garden, which is shown in the Plan annexed hereto, duly bordered thereon in "Blue".

With right to park \_\_\_\_ motor car/s in the closed space in the \_\_\_\_\_ Level of the Project, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

With right to park \_\_\_\_ two-wheeler/s in the closed space (measuring 2 meters by 1 meter i.e. not exceeding 22 Square Feet) in either the \_\_\_\_\_ Floor or the \_\_\_\_\_ Floor of the Project, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

The Allottee shall use the said Unit as a \_\_\_\_\_, and for no other purpose whatsoever.

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

- a) Land comprised in the said Premises.

- b) Entrance and exit gates of the said Premises.
- c) Landscaped Paths passages and driveways in the said Premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its exclusive use.
- d) Entrance of the Commercial Building.
- e) Staircases, common areas and landings of the building.
- f) High-speed passenger lifts in the building along with lift shafts and the lobby in front of it on each floor and lift machine room.
- g) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- h) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts.
- i) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there from connecting to common toilets and kitchen at food court, banquets, restaurants etc.
- j) Underground water reservoir with a pull-on pump installed there at.
- k) Water waste and sewerage evacuation pipes from the toilets and kitchens to drains and sewers common to the commercial building and from there to the municipal drain.
- l) BMU room.
- m) Requisite arrangement of PA System.
- n) Boundary Walls.
- o) Landscaped Water body with Fountains & Lightings
- p) Common Toilets
- q) CCTV surveillance and other state-of-the-art security systems
- r) Modern equipment's and measures for Fire-fighting & Fire-safety in compliance with norms
- s) Rain Water Harvesting System
- t) Common areas lighting load to be powered mostly by Solar Cells.
- u) Sewerage Treatment Plant
- v) Garbage dumping point/space
- w) Administration office.

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

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the common areas, the main structures and in particular the top roofs (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Towers / Housing Complex and enjoyed or used by the Allottees in common with each other, main entrance and exit gates, landings and staircases of the Towers / Housing Complex and enjoyed by the Allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the common areas, the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Housing Complex / said Premises so enjoyed or used by the Allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions. It is clarified that expenses pertaining to cleaning, house-keeping, maintenance etc., of parking spaces shall form part of the Common Expenses.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations and also the costs of repairing, renovating and replacing the same, including AMC, insurance etc.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the Housing Complex / Towers, including the title to the land, and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.
9. **BROAD INFRASTRUCTURE:** Proportionate share of all expenses pertaining to Broad Infrastructure, including those on account of various heads stated in the Schedule hereinbelow.

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

I. Title of Happy Niketan Pvt. Ltd.:

- A. By virtue of the provisions of Sick Textiles Industries Undertakings (Nationalisation) Act, 1974, the textiles undertakings of Bengal Laxmi Cotton Mills at Serampore, District Hooghly which included

the land being All Those the several pieces and parcels of land, containing an aggregate area of 27.722 Acres more or less situate lying at L.R. Dag Nos. 13353 (0.037Acres), 13354 (0.528Acres), 13209 (2.809Acres), 13210 (0.163Acres), 13211 (0.200Acres), 13212 (1.149Acres), 13213 (0.475Acres), 13214 (0.437Acres), 13215 (0.391Acres), 13217 (0.012Acres), 13218 (0.001Acres), 13219 (0.391Acres), 13220 (0.662Acres), 13221 (0.358Acres), 13222 (0.247Acres), 13238 (0.367Acres), 13239 (4.910Acres), 13351 (1.001Acres), 13352 (0.011Acres), 11143 (0.016Acres), 11145 (0.255Acres), 11146 (0.040Acres), 11147 (0.020Acres), 11162 (0.315Acres), 11163 (0.167Acres), 11164 (0.189Acres), 11168 (0.273Acres), 11169 (0.096Acres), 11171 (0.042Acres), 11172 (2.705Acres), 13203 (0.051Acres), 13204 (0.006Acres), 13205 (0.020Acres), 13206 (0.097Acres), 13207 (4.670Acres), 13208 (1.330Acres), 10164 (0.002Acres), 10166 (0.089Acres), 10167 (0.005Acres), 11025 (0.740Acres), 11026 (0.049Acres), 11031 (0.065Acres), 11036 (0.957Acres), 11037 (0.187Acres), 11109 (0.348Acres), 11110 (0.087Acres), 11111 (0.368Acres), 11129 (0.006Acres), 11131 (0.009Acres), 11132 (0.062Acres), 11138 (0.007Acres), 11141 (0.200Acres), and 11142 (0.100Acres), all recorded in L.R. Khatian No.10932 all in Mouza Mahesh, J.L.No.15, Police Station Serampore, within the limits of Serampore Municipality, in the District of Hooghly, West Bengal, (hereinafter for the sake of brevity referred to as the "said Happy Niketan's Larger Property"), became transferred to and/or vested in the Central Government on and from 1st April, 1974.

- B. The Central Government had transferred the custody and ownership of the said Mill and the said land to National Textile Corporation (West Bengal, Assam, Bihar & Orissa) Limited (in short "the said NTCL"), by virtue of the provisions of Sick Textiles Industries Undertakings (Nationalization) Act, 1974.
- C. In pursuance of rehabilitation scheme sanctioned by the Board for Industrial and Financial Reconstruction (BIFR) as also approval granted for sale of its assets including surplus land by virtue of order dated 15th February, 2002, NTCL had in or about 13th April, 2007 floated tender for sale of the said Happy Niketan's Larger Property.
- D. The said Happy Niketan Private Limited participated in the said tender floated by NTCL. The bid was duly accepted and the entire agreed consideration money was paid by the Happy Niketan Private Limited for and on account of purchase of the said Happy Niketan's Larger Property.
- E. By an Indenture of Conveyance dated the 11th August, 2007, made between NTCL as the Vendor of one part and Happy Niketan Private Limited as the Allottee of the other part and registered in the office of ARA-III, Kolkata in Book No. I, Volume No.9, Pages 50 to 65, Being No. 503 for the year 2008, NTCL for the consideration therein mentioned granted, sold, conveyed and transferred unto and in favour of the said Happy Niketan Private Limited All That the said Happy Niketan's Larger Property, free from all encumbrances whatsoever.
- F. The said Happy Niketan Private Limited thus became seized and possessed of and/or otherwise well and sufficiently entitled to All That the said Happy Niketan's Larger Property.
- G. A divided and demarcated portion of the said Happy Niketan's Larger Property containing an area of 2.801 Acres more or less situate lying at and comprised in L.R. Dag Nos.11025, 11026, 11031, 11036, 11037, 11109, 11110 and 11111, , all recorded in L.R. Khatian No.11331 (in the name of the said Happy Niketan Private Limited), in Mouza Mahesh, J.L.No.15, Police Station Serampore (hereinafter referred to as "the Happy Niketan's Property"), is the subject matter of these presents along with other properties.

## II. Title of Sukhjit Commosales Pvt. Ltd.:

- A. By an Indenture of Conveyance dated the 13th January, 2017, made between Sri Gobinda Chakraborty as the Vendor of One part and the Sukhjit Commosales Private Limited, therein referred to as the Purchaser of the other part and registered in the office of ARA-III, Kolkata in Book No. I, Volume No.1903-2017, Pages 1980 to 2010, Being No.190300056 for the year 2017, the said Gobinda Chakraborty for the consideration therein mentioned granted, sold, conveyed and transferred unto and in favour of Sukhjit Commosales Private Limited All That piece and parcel of Vastu land measuring 12 Chittacks 22 square feet more or less Together with the right to use the common passage and other easement rights, lying situate at L.R. Dag No.11108 corresponding to R.S. Dag No. 3625 recorded in L.R. Khatian No. 2739 (in the name of Tejbahadur Singh) corresponding to R.S. Khatian No.2963 in Mouza-Mahesh, J.L.No.15, Touzi No.-3876 under Police Station Sreerampore in the District of Hooghly, comprised in Holding No. 9/M Bose para Lane, within the limits of Serampore Municipality.
- B. Thereafter, the said Sukhjit Commosales Private Limited got its name mutated in the records of rights at the office of BL & LRO Serampore under L.R. Khatian No.14688.

## III. Assessment and Numbering:

The said (i) Happy Niketan's Property; and (ii) Sukhjit's Property, all forming one single parcel of land and jointly containing an area of 2.815 Acres, were together assessed and re-numbered as Holding No. 449/A, G.T.



Road in Ward No.19 of the Serampore Municipality, being the said Property / Premises, and the names of the said (i) Happy Niketan Private Limited; and (ii) Sukhjit Commosales Private Limited were recorded as the Owners thereof.

IV. Development Agreements:

By virtue of the Development Agreements (being the Two Development Agreements, as hereinafter defined), the said Alcove Developers LLP acquired development rights in respect of the said Property / Premises, amongst other properties.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(Broad Infrastructure)**

A. Areas installations facilities and amenities which are proposed to be serving and for common use and enjoyment of the said Municipal Holding No.449/A/1G.T.Roadand Both the said Nearby Properties (i.e. Municipal Holding No.449/A G.T.Road and Municipal Holding No.449/A/2G.T.Road):

- i) Water Filtration / Treatment Plant;
- ii) Private Passage / Road at Municipal Holding No. 449/A, G.T.Road for access from main G.T.Roadto (i) the said Municipal Holding No.449/A/2 G.T.Road; and (ii) the said Municipal Holding No.449/A/1 G.T.Road;
- iii) Transformer(s) / Sub-station(s) at Municipal Holding No.449/A G.T.Road& passing of electrical cables & wiring etc;
- iv) Such other areas, installations, amenities and facilities as the Promoter may from time to time decide;

Common expenses pertaining to the aforesaid items of Broad Infrastructure shall be shared proportionately between (i) the said Municipal Holding No.449/A/2 G.T.Road; (ii) the said Municipal Holding No.449/A G.T.Road; and (iii) the said Municipal Holding No.449/A/1 G.T.Road.

B. Areas installations facilities and amenities which are proposed to be serving and for common use and enjoyment of the said Municipal Holding No.449/A/2 G.T.Roadand the said Municipal Holding No.449/A/1 G.T.Road:

- i) Underpass connecting Municipal Holding No. 449/A, G.T.Road and the said Municipal Holding No.449/A/1 G.T.Road;
- ii) Passages / Roadswithin the Municipal Holding No.449/A/1 G.T.Roadnecessary for access to Municipal Holding No.449/A/2 G.T.Road andalso necessary for access to other Broad Infrastructure;
- iii) Underpass connecting Municipal Holding No.449/A/1 G.T.Road and Municipal Holding No.449/A/2 G.T.Road;
- iv) Stage for Puja & function at Municipal Holding No.449/A/1 G.T.Road;
- v) Riverside Promenade including Ghat at Municipal Holding No.449/A/1 G.T.Road;
- vi) Jetty having access from Municipal Holding No.449/A/1 G.T.Road;
- vii) Transformer(s) at the said Two Municipal Holding No.449/A/2 G.T.Roadand Municipal Holding No.449/A/1 G.T. Road, as applicable& passing of electrical cables & wiring etc.
- viii) Separate Gate (being part of the Main Gate) at Municipal Holding No. 449/A, G.T.Road for access to (i) the said Municipal Holding No.449/A/2 G.T.Road; and (ii) the said Municipal Holding No.449/A/1 G.T.Road;
- ix) Temple at Municipal Holding No.449/A/1 G.T.Road;
- x) Ferry Service for the residents of (i) the said Municipal Holding No.449/A/1 G.T.Road; and (ii) the said Municipal Holding No.449/A/2 G.T.Road,to be arranged by the Promoter and to be operated by an independent agency on chargeable basis. It is clarified that the Promoter's obligation is limited to providing the Ferryboat only and that too only one time;
- xi) Such other areas, installations, amenities and facilities as the Promoter may from time to time decide;

Common expenses pertaining to the aforesaid items of Broad Infrastructure shall be shared proportionately between (i) the said Municipal Holding No.449/A/2 G.T.Road; and (ii) the said Municipal Holding No.449/A/1 G.T.Road.

**RECEIPT AND MEMO OF CONSIDERATION**

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

**MEMO OF CONSIDERATION:**

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) **REGULATIONS** shall mean the Regulations (if any) made under the Real Estate (Regulation and Development) Act, 2016.
- (iv) **SECTION** shall means a section of the Act.
- (v) **SAID PREMISES** shall mean the Municipal Holding No.449/A G.T. Road, P.S. Serampore, Dist- Hooghly, PIN-712202, West Bengal, in Ward No. 19 of the Serampore Municipality, having a land area of 2.815 Acres (i.e. equivalent to 122621.4 Sq.ft.) more or less comprised in various Dags and recorded in various Khatians, in Mouza-Mahesh, J.L.No.15, morefully and particularly mentioned and described in the **FIRST SCHEDULE**.
- (vi) **PROJECT AND/OR BUILDING AND/OR NEW BUILDING** shall mean and include the Building named "**New Kolkata - Triveni**", for the time being proposed to consist of Basement + Lower and Upper Ground Floor + 9 Floors be constructed by the Promoter at the said Premises, containing several independent and self contained units / commercial / semi-commercial / apartments / offices / showrooms, parking spaces and other constructed areas and other saleable spaces, with liberty to the Promoter to modify and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same.
- (vii) **ALLOTTEES / CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers / owners who from time to time have purchased or have agreed to purchase from the Promoter and taken possession of any Unit in the Project including the Promoter for those units and other constructed spaces not alienated by the Promoter and/or Land Owners and/or reserved and/or retained by the Promoter for its own exclusive use and/or not sold by the Promoter.
- (viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Co-owners, Subject to such variations or relocations as the Promoter may from time to time make therein.

It is clarified that the Common Areas and Installations shall not include the parking spaces except exclusive terraces (if any) at different floor levels attached to any particular unit or units, exclusive greens / gardens (if any) attached to any particular unit or units and other open and covered spaces at the said Premises and the Building which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter

shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- (ix) **NEARBY PROPERTIES** shall mean the following properties, development rights whereof are presently with the Promoter:
- (a) Municipal Holding No.449/A/2 G.T. Road; and
  - (b) Municipal Holding No.449/A/1 G.T. Road;
- (x) **BROAD INFRASTRUCTURE** shall mean those areas installations facilities and amenities which are proposed to be serving and for common use and enjoyment of the said Premises and the said Nearby Properties or Two of them, details whereof are mentioned in the **Seventh Schedule**. Some of the areas installations facilities and amenities comprising the Broad Infrastructure are proposed to be common between the said Project at the said Premises and the said Nearby Properties and some are proposed to be common between the said Municipal Holding No.449/A/1 G.T. Road and the said Municipal Holding No.449/A/2 G.T. Road, as mentioned in the **Seventh Schedule**.

The Allottee shall not have any proportionate share title ownership or interest in the said Broad Infrastructure, but merely the right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto in the manner elsewhere herein mentioned. It is clarified that the final Broad Infrastructure shall be determined by the Promoter in due course of time, to which the Allottee hereby consents.

All of the said Broad Infrastructure are presently proposed or intended to be under the management control and charge of the Promoter initially and upon the project at the said Nearby Properties being developed, the Promoter intends (without being obliged) to hand over such management control and charge thereof (except the underpass leading from Holding No. 449/A/1 G.T. Road to Municipal Holding No.449/A/2) to the Association of Allottees of the proposed project at Municipal Holding No.449/A/1 G.T. Road, which shall be obliged to provide services thereof to the owners and occupiers of Municipal Holding No. 449/A/2 G.T. Road, subject to payment of proportionate common expenses and maintenance charges pertaining thereto. The underpass leading from Holding No.449/A/1 G.T. Road to Municipal Holding No. 449/A/2 G.T. Road is intended to be in management control and charge of the Association of Allottees of the Project at Municipal Holding No. 449/A/2 G.T. Road. Notwithstanding the aforesaid, it is agreed and clarified that the Promoter shall be titled to create a separate body/entity, be it a company, firm, society, association etc., for taking over charge of and managing maintaining up keeping and administering the said Broad Infrastructure;

It is expressly agreed understood and made clear that all or some of the elements of Broad Infrastructure may be created and installed after delivery of possession of the said Unit to the Allottee.

- (xi) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Project and in particular the Common Areas and Installations and rendition of common services in common to the co-owners of the Project and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Co-owners, along with a proportionate share of all expenses pertaining to Broad Infrastructure.
- (xii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders/ Co-owners in the Project 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.
- (xiii) **UNITS** shall mean the independent and self-contained units / apartments / commercial / semi-commercial / apartments / offices / showrooms and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Project at the said Premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / store room (s) and/or Parking right (s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective units and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto.
- (xiv) **PARKING SPACES** shall mean covered parking spaces in or portions of the Basement and the Lower Ground Floor (Parking) Levels of the Building at the said Premises and also the multi level mechanical parking system (if installed) as expressed or intended by the Promoter at its sole discretion for parking of motor cars, two wheelers and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his /her vehicle from time to time as be required).

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.

- (xv) **CARPET AREA** according to the context shall mean the net usable floor area of any Unit /Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit /Apartment;
- (xvi) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any unit in the Project and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.), if any, therein **PROVIDED THAT** if any wall or column or pillar 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.

(xvii) **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 Project, attributable to such Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Super Built-up Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Unit agreed to be purchased by the Allottee.

(xviii) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:

The proportionate share of the Allottee in the Common Areas and Installations shall be 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 Co-owner 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);

A proportionate share of all common expenses pertaining to the Broad Infrastructure shall be debited to the Project at the said Premises, and the same shall be borne paid shared and contributed by the Co- Owners / Unit-Holders of the Project at the said Premises, such proportionate share to be derived as follows:

(a) In case the same pertains to item No. A of the Broad Infrastructure mentioned in the **Seventh Schedule** (i.e. to be used in common by the owners and occupiers of all the Projects at Municipal Holding No.449/A/1 G.T. Road, Municipal Holding No.449/A/2 G.T. Road and Municipal Holding No. 449/A G.T. Road), then the proportionate share attributable to the said Project at the said Premises shall be the proportion in which the Carpet Area of the said Project at the said Premises may bear to the Carpet Area of all the other Projects entitled to user and enjoyment of the same in common;

(b) Insofar as item No. B of the Broad Infrastructure mentioned in the **Seventh Schedule** (i.e. to be used in common by the owners and occupiers of Municipal Holding No.449/A/1 G.T. Road and Municipal Holding No.449/A/2 G.T. Road) is concerned, the same shall be shared by the owners and occupiers of Municipal Holding No.449/A/1 G.T. Road and Municipal Holding No.449/A/2 G.T. Road; and the allottees of the said Project shall not be liable therefor;

(xix) **SAID APARTMENT / UNIT** shall mean the **Apartment / Unit / Commercial Space / Office / Showroom / Semi-Commercial Space No.\_\_\_\_** (in Warm Shell condition) on the \_\_\_\_\_ **Floor** of the Building to be constructed at the said Premises morefully and particularly mentioned and described in the **SECOND**

**SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE**, with attached balconies / verandah / store room (if any), **and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible variable impartible share in the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motor car/s/two-wheeler/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace / Exclusive Garden/Green attached to the said Unit if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE**;

(xx) **DEVELOPMENT AGREEMENTS** shall mean the following Development Agreements:

(a) Development Agreement dated 25th January 2017 made between the said **Happy Niketan Private Limited** as the Land Owner of the First Part, Alcove Developers LLP as the Developer of the Second Part, (i) Shri Utsav Parekh (ii) Shri Ghanshyam Sarada and (iii) Shri Ajay Kayan as the Land Owner's Guarantors of the Third Part and Shri Amar Nath Shroff, as the Developer's Guarantor of the Fourth Part and registered with the Additional Registrar of Assurances-III, Kolkata in Book I Volume No.1903-2017 Pages 27157 to 27238 Being No.190300840 for the year2017;

(b) Development Agreement dated 25<sup>th</sup> January 2017 made between the said **Sukhjit Commosales Private Limited** as the Land Owner of the First Part, Alcove Developers LLP as the Developer of the Second Part, (i) Shri Utsav Parekh (ii) Shri Ghanshyam Sarada and (iii) Shri Ajay Kayan as the Land Owner's Guarantors of the Third Part and Shri Amar Nath Shroff, as the Developer's Guarantor of the Fourth Part and registered with Additional Registrar of Assurances-III, Kolkata in Book No. I Volume No.1903-2017, Page from 27239to 27310, Being No.190300839 for the year 2017;

(xxi) **ASSOCIATION / MAINTENANCE COMPANY** shall mean any Association formed in accordance with the law or any Company incorporated under any provisions of the Companies Act, 2013 or any Syndicate Committee or Registered Society or any other Association of Persons of the Co-owners, that may be formed by the Promoter in accordance with the Act and Rules 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.

(xxii) **MAINTENANCE IN-CHARGE** shall upon formation of the Association / Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association / Maintenance Company and till such time the Association / Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

(xxiii) **DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, which ever be earlier.

- (xxiv) **ARCHITECTS** shall mean (i) M/s. Hafeez Contractor of 29, Bank Street, Mumbai-400023; and (ii) M/s. Innate of 26/2, Ballygunge Circular Road, Udayan Park, Flat No.-7, 3<sup>rd</sup> Floor, Kolkata-700019 or such other Architect or Architects as may be appointed by the Promoter from time to time for the project at the said Premises;
- (xxv) **ADVOCATES** shall mean Messrs. Saraogi & Company, Advocates of No.7B Kiran Shankar Roy Road, Kolkata 700001 appointed for the said Project at the said Premises;
- (xxvi) **PLAN** shall mean the plan for the time being sanctioned by the Serampore Municipality on 28.09.2018 connected to Petition No. 855 of 2018-19 as extended on 09.09.2022 vide Building Permit Number: SWS-OBPAS/1811/2022/0087/REN/1, for construction of the Building at the said Premises and shall include sanctionable modifications thereof and/or additions or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations shall be and/or is likely to stand reduced.

It is expressly mentioned that additional floors are proposed to be sanctioned on the presently sanctioned Building for consuming the additional FAR (Floor Area Ratio) on account of "Green Building" as elsewhere herein stated and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. It is clarified that the foundation of the Building has been planned to take the entire load of additional floors.

- (xxvii) **STRUCTURAL ENGINEER / CONSULTANT** shall mean M N Consultants Pvt. Ltd. of MNC House, 1516 Rajdanga Main Road, Kolkata-700107 or such other Engineer/Consultant as may be appointed by the Promoter from time to time for the project at the said Premises;
- (xxviii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- (xxix) 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**.
- (xxx) The expression **ALLOTTEE/PURCHASER** 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 and/or successors;
  - (d) In case the Allottee be a company, then its successors or successors-in-office;



## Annexure "B"

### MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:

1. As a matter of necessity, the ownership and enjoyment of the units / apartments 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 herein) shall be bound and obliged:
  - (a) To co-operate with the Maintenance In-charge in the management and maintenance of the Project /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 Project /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 Association / Maintenance Company, as the case may be. The Allottee shall not hold the Promoter or the Land Owner or the Maintenance In-charge 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 authorized representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Project and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours 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 use the said Unit only for lawful commercial purposes for which the same is sanctioned and in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Promoter and/or the Land Owners to use or permit to be used any other commercial space / unit in the Project for residential or other purposes;
  - (e) 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;
  - (f) to carry out all fit-out 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;

- (g) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars / two wheelers, as applicable.
- (h) 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.
- (i) 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.
- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Project free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
- (k) not to claim any right whatsoever or howsoever over any unit or portion in the Project save their respective units.
- (l) 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 / Project save a decent nameplate outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his apartment / unit.
- (m) 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 Project / said Premises or may cause any increase in the premia payable in respect thereof.
- (n) Not to alter the outer elevation of the Building / Project or any part thereof nor decorate the exterior of the Building / Project or the said Premises otherwise than in the manner agreed by the Maintenance In- charge in writing or in the manner as near as may be in which it was previously decorated.
- (o) 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 Project nor allow or permit any other person to do so.
- (p) 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 Project.

- (q) To keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units / parts of the Project 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 or columns or load bearing shared walls passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (r) In case any balcony / verandah / open terrace be attached to any unit, then the same shall be a right appurtenant to such unit and the right of use and enjoyment thereof shall always travel with such unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- (i) The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony/verandah/open terrace independently (i.e. independent of the unit owned by such Allottee);
  - (ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony/verandah/open terrace nor cover the same in any manner, including *Shamianas* etc.;
  - (iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - (iv) Not display any sign board, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / verandah / 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.
- (s) In the event any Allottee has been allotted any right of parking motor car / two wheeler or other vehicle within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car / two wheeler 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 exclusive right to park one medium sized motor car / two wheeler thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car/ two wheeler at such Parking Space or allow or permit any one to park car/two wheeler 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 unit only to any other owner of unit 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 there of 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 / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within the Project or any other portion of the said 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 Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the parking spaces in the Project 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 Land Owners and the Maintenance In-charge with regard thereto.
- (t) In the event any Allottee has been allotted any store room / servant quarter, whether jointly with the unit or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such store room / servant quarter only for the purpose of storage or lodging of servant, as applicable, and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room/servant quarter or part with possession of the same, independent of his Unit;
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the store room / servant quarter.
  - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room/servant quarter and shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association / Maintenance Company with regard thereto.
- (u) In case any exclusive right to use any space, to be used as garden, be attached to any unit, then the same shall be a right appurtenant to such unit and the right of use and enjoyment thereof shall always travel with such unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- (i) The allottee thereof shall not be entitled to sell convey transfer or assign such space independently (i.e. independent of the unit owned by such Allottee);
  - (ii) The allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) in such

space nor cover the same in any manner, including *Shamianas* etc.;

- (iii) The allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - (iv) The allottee thereof shall not display any signboard, hoarding or advertisement etc. in such space so as to be visible from outside nor to hold any function thereat so as to emit noise or light there from disturbing others.
  - (v) The allottee thereof shall maintain such space at its own costs and expenses.
  - (vi) The allottee thereof shall use such space only as a garden and nothing else and in doing so to ensure that there is no heavy load thereat on account of soil, mud, water etc.
  - (vii) The allottee thereof shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of such space.
  - (viii) The allottee thereof shall remain liable for payment of all municipal and other rates and taxes and all other outgoings payable in respect of such space, it being clarified that common area maintenance charges shall not be applicable to the same, and the allottee thereof shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association / Maintenance Company with regard thereto.
- (v) Not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees.
  - (w) Not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
  - (x) Not to drill, break, maim, hammer or in anyway damage destroy or adversely affect the beams, columns, walls etc., nor 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.
  - (y) not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balconies / verandahs / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
  - (z) 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 Services Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and the rules made thereunder and shall indemnify and keep the Promoter and the Land 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.

- (aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions(including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made there under) of the Government, any Development Authority, CESC, 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 Project and to make such additions and alterations in or about or relating to their respective units and /or the Project 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 Land Owners in any manner liable or responsible there for 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 Land 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.
- (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- (cc) not to fix or install air conditioners in their respective units save and except at places where provision has been made by the Promoter for 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, such Allottee shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective units approved by the Promoter and/or

the Maintenance In-charge and shall further ensure that all water discharged by the air conditioning units is drained within their respective units.

- (dd) 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 unit which in the opinion of the Promoter or the Association / Maintenance Company differs from the colour scheme of the building / Project or deviation of which in the opinion of the Promoter or the Association / Maintenance Company may affect the elevation in respect of the exterior walls of the building / Project and if so done by any Allottee, such Allottee shall be liable to reimburse to the Promoter and/or the Association/ Maintenance Company, the actual costs, charges and expenses for restoring the concerned unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (ee) not to make in the unit / 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 reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and / or the Land Owners and/or other Allottees and shall fully indemnify them and each of them.
- (ff) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession / Date of Commencement of Liability:-
  - (i) Municipal and other rates and taxes, khajana and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Units / Apartments directly to the authorities concerned Provided That so long as their respective Units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter /

- Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;
- (ii) Electricity charges for electricity consumed in or relating to their respective Units / Apartments.
- (iii) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee herein shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @ \_\_\_\_\_, plus applicable GST, if any. The said minimum rate is applicable for a period of \_\_ (\_\_\_\_) year from the date of issue of Occupancy Certificate and thereafter the same shall be calculated @Rs.\_\_\_\_ (Rupees \_\_\_\_\_) only per Square Foot per month on the Super Built-up Area of the said Unit. The said maintenance charges shall be subject to revision from time to time as be deemed fit and proper by the Promoter/Association/Maintenance Company 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.
- (iv) 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 from its consumers for the delay payment of its bills).
- (gg) to observe such other covenants as be deemed reasonable by the Promoter and/or the Association / Maintenance Company from time to time for the common purposes.
- (hh) the Allottee is aware that the Promoter has undertaken the construction of the said Project by following the norms and practices applicable to Green Buildings and the said Project has been granted pre-certified platinum rating by Indian Green Building Council (IGBC). The Allottee shall remain bound to abide by the practices, norms, guidelines for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Project. The Allottee shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA / Pollution Control Board in relation to the operation and maintenance (O&M) of the common facilities viz. STP, Solid Waste System, Solar Street Lights etc., within the Project are duly and regularly observed, fulfilled and abided by the Allottee and the Maintenance Company / Association. Without prejudice to the above, the Allottee shall observe fulfill and comply with the following norms guidelines and conditions:



- (a) If the Allottee installs any air conditioning machine in his apartment / unit then it will be mandatory for him to use Non-CFC based AC units.
- (b) The Allottee shall compulsorily install the exhaust fan to use below mentioned rating fan unit for his unit / apartment:

Location	Floor Area	Minimum Airflow
Kitchen	≤ 9.30 sq.m (100 sq.ft)	100 cfm
Bathroom	≤ 4.64 sq.m (50 sq.ft)	50 cfm
For Kitchen and Bathroom with higher flow areas than the above values, air flow will have to be proportionally increased.		
The Allottee shall ensure that the exhaust systems take away the polluted indoor air to the outdoors and exhaust outlet into common areas is not allowed.		

- (c) The Allottee shall compulsorily use the below mentioned paint over Putty or Gypsum in his unit / apartment:

Type of Material	VOC Limit (g/L less water)
<b>Paints:</b>	
Non-flat (Glossy paints)	150
Flat (Mat) paints	50
Anti-corrosive/ anti-rust paints Varnish	250 350
<b>Adhesives</b>	
Glazing adhesives	100
Tile adhesives	65
Wood adhesives	30
Wood flooring adhesives	100

2. No auto-rickshaws, totos (electric rickshaw) or rickshaws shall be allowed to enter the Project, including from the Gate / Entrance at the G.T. Road (being part of the Broad Infrastructure).
3. 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 Promoter and / or 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 letter box specifically provided for the said Unit or with the security guard of the Project. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time Provided That the payment shall not be with-held by the Allottee owing there to. Any amount payable by the Allottee directly

to any authority shall always be paid by the Allottee within the stipulated due date.

4. 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 / Project and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-owners 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.
  5. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, 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 \_\_% (\_\_ percent) per mensem on all the amounts in arrears, as also all expenses on account of disconnection and/or reconnection of utilities and facilities, and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
    - (i) Disconnect the supply of electricity (if provided through sub-meter) 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 realize 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 Project / Building.
  - 5.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.
-

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

**BETWEEN**

**ALCOVE DEVELOPERS LLP**

**... PROMOTER/ DEVELOPER**

**AND**

**(1) HAPPY NIKETAN PVT. LTD.  
(2) SUKHJIT COMMOSALES PVT. LTD.**

**... OWNERS/LAND OWNERS**

**AND**

**<<<CUSTOMERNAME>>>**

**... ALLOTTEES/PURCHASER**

**CONVEYANCE**

(Unit No. \_\_\_\_ on the \_\_\_\_ Floor in the Building of the Project  
"NEW KOLKATA - TRIVENI")

**SARAOGI & COMPANY**

Advocates

7B Kiran Shankar Roy Road  
4C & 4E Punwani Chambers, 4<sup>th</sup> Floor  
Kolkata # 700 001