

**DRAFT**

**THIS Deed of Conveyance is** made on this the .... day of \_\_\_\_\_, 2023

**BETWEEN**

**SRI CHANDRANATH BANERJEE (PAN NO. \_\_\_\_\_)** ,son of Sri Sisir Kumar Banerjee, by faith Hindu, by occupation Business, residing at No.9/A, Dr. Suresh Sarkar Road, Kolkata -700014, Police Station -Entally, represented by his Constituted Attorney Sri Dipak Kumar Kolay (**PAN NO.\_\_\_\_\_**)and (AADHAR NO.....),son of Late Gopi Krishna Kolay, by faith Hindu, by occupation Business, working for gain at premises No.6,Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla, herein after Called as the **OWNER** (which term or expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

**AND**

**M/S. RETREAT CONSTRUCTION AND HOUSING PRIVATE LIMITED(PAN NO. \_\_\_\_\_)**, a company under the provisions of Companies Act,1956,having its registered Office at 6,Puran Chand Nahar Avenue,Kolkata-700013, Police Station : Taltalla, represented by Sri Dipak Kumar Kolay (**PAN NO. \_\_\_\_\_**), son of Late Gopi Krishna Kolay, by faith Hindu, by occupation Business, working for gain at premises No. 6, Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla, herein after called the **DEVELOPER/SELLER/PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include its successor/successors in interest, legal representatives and/or assigns) of the **SECOND PART**.

**AND**

**M/s.....**, a company under the provisions of Companies Act, 1956, having its registered Office at .....reprented by ..... hereinafter called the **PURCHASER**(which term or expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include its successor/successors in interest, legal representatives and/or assigns) of the **THIRD PART**.

**WHEREAS :**

**CHAPTER-I # DEFINITIONS**

I. Unless, in this agreement, there be something contrary or repugnant to the subject or context:

- 1A.1 “ACT” means the West Bengal Real Estate (Regulation and Development) Act, 2016 ( West Bengal Act XLI of 2016);
- 1A.2 RULES means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- 1A.3 REGULATIONS means the Regulations made under the West Bengal Real Estate (Regulation and Development) Act, 2016;
- 1A.4 SECTION means a section of the Act.
- 1A.5 **ARCHITECT** shall mean and include such person or firm who may be appointed as architects of the building by the Developer.
- 1A.6 **NEW BUILDING/BUILDING** shall mean the proposed multistoried building to be constructed by the Developer at the said Property in accordance with the Sanctioned Building Plan.
- 1A.7 **OWNER** wherever it is appearing shall mean and include **SRI CHANDRANATH BANERJEE (PAN NO. \_\_\_\_\_)** ,son of Sri Sisir Kumar Banerjee, by faith Hindu, by occupation Business, residing at No.9/A, Dr. Suresh Sarkar Road, Kolkata -700014, Police Station -Entally, represented by his Constituted Attorney Sri Dipak Kumar Kolay (**PAN NO. \_\_\_\_\_**)and(**AADHAR NO.....**),son of Late Gopi Krishna Kolay, by faith Hindu, by occupation Business, working for gain at premises No.6,Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla represented by his Constituted Attorney Sri Dipak Kumar Kolay(**PAN NO. \_\_\_\_\_**) and (**AADHAR NO.....**),son of Late Gopi Krishna Kolay, by faith Hindu, by occupation Business, working for gain at premises No.6,Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla and shall include their heirs, executors, administrators, legal representatives and assigns;
- 1A.8 **DEVELOPER/PROMOTER** shall mean and include the said **M/S. RETREAT CONSTRUCTION AND HOUSING PRIVATE LIMITED(PAN NO. \_\_\_\_\_)**, a company under the provisions of Companies Act, 1956, having its registered Office at 6, Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla, represented by Sri Dipak Kumar Kolay (**PAN NO. \_\_\_\_\_**), son of Late Gopi Krishna Kolay, by faith Hindu, by occupation Business, working for gain at premises No. 6,

Puran Chand Nahar Avenue, Kolkata-700013, Police Station : Taltalla and its successor or successors – in – interest, transferors, nominee/s and/or assigns.

- 1A.9 **PURCHASER** shall mean and include his/her/their heirs executors, administrators, representatives and assigns, but not include nominee or nominees.
- 1A.10 **COMMON FACILITIES/PORTIONS** shall include paths passages, stairways, elevator, water courses, drains, sewers and other spaces and facilities whatsoever expressly to be specified by the Developer upon completion of the new building for enjoyment by the Flat/Unit Owners subject to payment of maintenance charges in favour of Developer or maintenance-in-charge.
- 1A.11 **MAINTENANCE -IN-CHARGE** shall mean and include the Developer herein till the formation of the Association to be formed by the Developer.
- 1A.12 **CONSTRUCTED SPACE** shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services.
- 1A.13 **PROPERTY/PREMISES** shall mean and include the said **Property** morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- 1A.14 **PLAN** shall mean the map or plan sanctioned by the **HALISAHAR MUNICIPALITY** for construction of the said New Buildings on the said Property with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer.
- 1A.15 **“Co-owners”** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase and taken possession of any Unit including the Developer for those units not alienated or agreed to be alienated by the Developer.
- 1A.16 **“Common Areas and Installations”** shall mean and include the areas installations and facilities comprised in the said premises except terrace as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** hereunder written and expressed or intended by the Developer for common use and enjoyment of the Co-owners **But shall not include** ultimate roof, terrace, Parking Spaces and other open and covered spaces at or within the said premises (including the open spaces surrounding the Building at the said premises) which shall be and always be deemed to be excepted and reserved unto the Developer and the Developer may use or permit to be used for parking of motor cars or construction and/or such purposes as the

Developer may deem fit and proper and the Developer shall have the absolute right to deal with the same, to which the Purchaser hereby consents.

- 1A.17 **“Common Expenses”** shall mean and include all expenses for the maintenance, management, upkeep, security and administration of the said premises and in particular the Common Areas and Installations and rendition of common services in common to the Co-owners and all other expenses for the Common Purposes including those mentioned in the **FOURTH SCHEDULE** hereunder written to be contributed borne paid and shared by the Co-owners.
- 1A.18 **“Common Purposes”** shall mean and include the purposes of managing, maintaining, up-keeping, security and administering the said premises and in particular the Common Areas and Installations, rendition of services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners of the Unit 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.
- 1A.19 **“Unit”** shall mean the independent and self-contained Commercial Space, shops, showrooms, offices and other constructed spaces including residential Flats in the Building at the said premises capable of being exclusively held or occupied by a person and morefully described in the Part-I of the Second Schedule to be constructed as per the specification mentioned in Part-II and within the time as mention in the Part—III of the Second Schedule hereunder written.
- 1A.20 **“Parking Spaces”** shall mean right to keep Car in the designated space in or portion of the Ground Floor of the Building and also open spaces at the ground level of the said premises as expressed or intended by the Developer, at their sole discretion, for parking of motor cars etc.
- 1A.21 **“built-up area”** according to the context shall in relation to the said Unit in the Building mean and include the covered/plinth/built-up area of such Unit and include 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.
- 1A.22 **“saleable area”** according to the context shall in relation to the said Unit in the Building mean and include the built-up area of the said Unit and proportionate share of the area of the Common Areas and Installations.

- 1A.23 **“proportionate”** or **“proportionately”** or **“proportionate share”** according to the context shall mean the proportion in which the built-up area of any Unit may bear to the built-up area of all Units in the Building **Provided That** where it refers to the share of the Purchaser or any co-owner in any rates and/or taxes then such share of the whole shall be determined on the basis 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 shared on the basis of area rental income consideration or user of their respective units by the Purchaser and the other Co-owners respectively).
- 1A.24 **“said Unit”** shall mean the Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and wherever the context so permits shall include the right of parking one motor car at the Parking Space at the said premises, if so specifically and as expressly mentioned and described in the **SECOND SCHEDULE**.
- 1A.25 **“Advocates”** unless changed by the Developer, shall mean SRI MANAS DASGUPTA, Advocate of 4, Kiran Sankar Roy Road, Ground Floor, Room No. 11, Kolkata-1 appointed by the Developer for preparation of necessary agreements and instruments for transfer of the Units in the Building and for formation of the Association and its taking charge of the acts relating to the Common Purposes or such other person who may from time to time be appointed by the Developer as their Advocates for the said purposes.
- 1A.26 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, Lockdown, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner AND THE MATTERS TO WHICH THE DEVELOPER HAS NO DIRECT CONTROL.
- 1A.27 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.
- 1A.28 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multistoried buildings to

PURCHASER thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961 and the Transfer of Property Act.

1A.29 Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

1A.30 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**.

#### **CHAPTER-II # RECITALS:**

##### **WHEREAS:**

1. Originally one Mahendra Nath Banerjee was the absolute owner in respect of piece/parcel of land admeasuring about 9 Cottahs 15 Chittacks 15 square feet together with 3 storied building standing thereon lying and situated previously at premises No. 20, New Park Street, Calcutta-700017 now known as No. 179, Park Street, Kolkata- 700017 comprised in Division-V, Sub-Division-B, in Dihi Panchanangram under Registration Office Sealdah under Calcutta Improvement Trust (C.I.T.) Scheme No. VIII under Ward No. 61 of Kolkata Municipal Corporation, Police Station Beniapur, hereing purchased the said property from the Association for Advancement of Scientific and Industrial Education of Indians on 2<sup>nd</sup> October 1931 vide a Sale Deed registered at Sub-Registration Office Sealdah and duly recorded in office Book No. I, Volume No. 23, Page Nos. 159 to 162 Being No. 1517 for the year 1931.

2. While seized and possessed of the said property, the said Mahendra Nath Banerjee, executed a WILL & Testament dated 7<sup>th</sup> September 1936 bequeathing the said property to his grandson Sisir Kumar Banerjee, the Vendor herein (hereinafter referred to 'the said WILL').

3. Upon demise of the said Mahendra Nath Banerjee, his wife Smt. Nalinibala Devi and two sons namely Sri Rishikesh Banerjee and Sri Kumud Ranjan Banerjee being the executors/executrix obtained Probate of the said WILL dated 7<sup>th</sup> September 1936.

4. After the grant of PROBATE of the said WILL one Sri Ajit Banerjee and Sri Adhir Kumar Banerjee both minor sons of Sri Bhadreswar Banerjee, instituted a suit for proper construction of the PROBATED WILL of Late Mahendra Nath Banerjee, before the Learned Second Additional Judge at Alipore, 24-Parganas being Title Suit No. 85 of 1939. On 6<sup>th</sup> May 1941 the said Title Suit was settled out of Court, vide a "Solenama field before the Court and final Decree in the Said T. S. No. 85 of 1939 was drawn on 15<sup>th</sup> September 1944 and the same was signed on

22<sup>nd</sup> December 1945 by the Learned Second Additional Sub-Judge, 24-Parganas at Alipore.

5. By virtue of the said WILL dated 7<sup>th</sup> September 1936 and the final Decree passed in the Title Suit No. 85 of 1939 the said Sri Sisir Kumar Banerjee became the absolute owner of the said property i.e. all that “price/parcel of land measuring about 9 Cottahs 15 Chittacks 15 square feet together with 3 storied building standing thereon lying and situated previously at premises No. 20, New Park Street, Calcutta-700017 now known as No. 179, Park Street, Kolkata-700017, Police Station - Beniapukur comprises in Division-V, Sub-Division-B, in Dihi Panchanangram under Sub-Registration Office Sealdah under Calcutta Improvement Trust (C.I.T.), Scheme No. VIII, within Ward No. 61 of Kolkata Municipal Corporation, hereinafter referred to as **‘the said property’** more fully and particularly described in the First Schedule written hereinafter.

6. The said Sisir Kumar Banerjee, while seized and possessed of the said property mutated his name in the records of the Kolkata Municipal Corporation and paid upto date taxes.

7. The said Sisir Kumar Banerjee, thereafter executed a Deed of Gift on 20<sup>th</sup> September, 2010 in favour of his son Sri Chandranath Banerjee making a free gift of **ALL THAT the** price and parcel of land measuring about 9 Cottahs 5 Chittacks 15 square feet together with 3 storied building standing thereon lying and situated previously at premises No. 20, New Park Street, Calcutta-700017 now known as No. 179, Park Street, Kolkata-700017, Police Station – Beniapukur comprises in Division-V, Sub-Division-B, in Dihi Panchanangram under Sub-Registration Office Sealdah under Calcutta Improvement Trust (C.I.T.), Scheme No. VIII, within Ward No. 61 of Kolkata Municipal Corporation together with three storied fully tenanted building having an area of about 3990 **Sq.ft.**, more fully and particularly described in the **FIRST SCHEDULE** thereunder written and hereinafter for the sake of brevity referred to as “**THE SAID PROPERTY**” and the said Chandranath Banerjee accepted the said gift and the said Deed of Gift was registered in the Office of the Additional District Sub Registrar, Sealdah and recorded in Book No. I, CD Volume No. 6, Page Nos. 4406 to 4418, being No. 02728 for the 2010.

8. By virtue of the said Deed of Gift, the said Sri Chandranath Banerjee became the absolute owner of **ALL THAT the** price and parcel of land measuring about 9 Cottahs 5 Chittacks 15 square feet together with 3 storied building standing thereon lying and situated previously at premises No. 20, New Park Street, Calcutta-700017 now known as No. 179, Park Street, Kolkata-700017, Police Station – Beniapukur comprises in Division-V, Sub-Division-B, in Dihi Panchanangram under Sub-Registration Office Sealdah under Calcutta Improvement Trust (C.I.T.), Scheme No. VIII, within Ward No. 61 of Kolkata Municipal Corporation together with three storied fully tenanted building having an area of

about 3990 **Sq.ft.**, hereinafter referred to as '**the said property/Premises**' more fully and particularly described in the First Schedule written hereinafter.

9. In the manner aforesaid the First Part herein became the absolute OWNER of the said Property and sufficiently seized & possessed of the said property free from all encumbrances, charges, liens, lispendence, attachment, trust, whatsoever and howsoever and the said Owner has mutated his name in the records of the Kolkata Municipal Corporation (K.M.C.).

10. The Developer has examined all documents, title deeds, of the said premises and got itself satisfied about the title of the Owner, his authority to the said premises and has agreed not to raise any objection in regard thereto or make any requisition in connection therewith.

11. The First part approached the Developer herein to develop the said property and the Developer herein agreed to the same upon constructing a multi storied building thereon.

12. By the DEVELOPMENT AGREEMENT on 16.04.2014 ( hereinafter referred to as the said **DEVELOPMENT AGREEMENT**) with the Developer M/S. RETREAT CONSTRUCTION AND HOUSING PRIVATE LIMITED (hereinafter referred to as the Developer), whereunder the Owner First Party agreed to develop the said property by constructing a multi storied building upon terms and conditions contained therein and the same was registered in the office of the Additional Registrar of Assurances-I and recorded in Book No.I, CD Volume No.7, Pages 6386 to 6432, being Deed No. 03388 for the year 2014.

13. In terms of the said Development Agreement, the developer caused a Building plan sanctioned by the KMC.

14. The Developer, from its Developer's Allocation, has agreed to sell and the Purchaser has agreed to purchase **ALL THAT** piece or parcel of a Commercial Flat measuring a built up area .....sq.ft. (more or less) on the .....**FLOOR** of the newly proposed building (hereinafter referred to as the said Unit) together with undivided proportionate share or interest in the impartible land together with all common facilities and amenities attached thereto at Premises No.179, Park Street, Kolkata – 700 017, more fully described in the SECOND SCHEDULE there under written, out of the Developer's Allocation, at or for the price of **Rs...../- (Rupees .....**) In pursuance of the said Development Agreement, the Developer herein has commenced constructed of multistoried buildings consisting of several self contained Units/commercial space/Constructed portions capable of being held and/or enjoyed independently (hereinafter called the **SAID BUILDING**) as per the said Plan.

15. The Owners and the developer has represented as under :



- (a) The Said Land is earmarked for the purpose of development of a **residential and Commercial** project, and the said project shall be known as IRED .....("Project");
- (b) The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer/Promoter regarding the Said Land on which Project is to be constructed have been completed;
- (c) The KMC has granted the commencement certificate to develop the project vide Sanctioned Building Plan No. 2014060039 dated 18/01/2021;
- (d) The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from KMC. The Promoter agrees and undertakes that it shall not make any change to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- (e) The Promoter has taken step for registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_
- (f) The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted FLAT/UNIT no. \_\_\_\_\_ ON THE .....FLOOR, having carpet area of \_\_\_\_\_ square feet, type, on floor in [tower/Building/Block/building] no. \_\_\_\_\_ ("Building") along with garage/covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ Holding No. ....179, Park Street, Kolkata-700017, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter jointly referred to as the "Apartment/UNIT" more particularly described in **Part-I of the Second Schedule**).
- (g) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- (h) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- (i) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all

applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- (j) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified.
- (k) In terms of the said Development Agreement read with the supplementary agreement recording the demarcation of the respective Allocation (both owner's and Developer's allocation) coupled with the registered Power of Attorney granted by the Owners, the Developer is entitled to the constructed area and other areas in the said multi storied building, being the Developer's Allocation.
16. By an Agreement for Sale executed on ....., (hereinafter referred to as the said Agreement for Sale), the Purchaser being desirous of owning **ALL THAT** the said Unit morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written in the Building approached the Developer to purchase the said unit belong to the Developer as **Developer's Allocation** in terms of the said Development Agreement, to which the Developer agreed to, at or for the consideration and on the terms and conditions hereinafter contained.
17. In pursuance thereof, the Purchaser herein made payment of the full consideration money agreed to be paid by the Purchaser.
18. The Developer in pursuance of these present have already handed over the vacant physical possession of the **SAID UNIT** to the Purchaser.
19. By virtue of aforesaid, the Purchaser herein became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the **SAID UNIT** as the absolute owner thereof free from all encumbrances, charges, lien, lispensens, trusts, whatsoever or howsoever and for the beneficial use and enjoyment of the **SAID UNIT/PROPERTY** is entitled to obtain the Deed of Conveyance in respect of the said Property.
20. The Purchaser, has now called upon all the parties herein to convey and transfer to the Purchaser the said Property for consideration of a sum of Rs...../- ( Rupees

.....only) being the amount paid by the Purchaser for acquiring the **SAID UNIT**.

**NOW THIS INDENTURE WITNESSETH as follows :-**

1. In pursuance thereof and in consideration of the sum of Rs...../- ( Rupees .....only) being the amount paid by the Purchaser to the Developer (the receipt whereof the Developer doth hereby admit and acknowledge and the Owner/Developer doth hereby acquit release and discharge the said Unit together with proportionate, undivided, impartible share in the said land upon which the said building is constructed together with proportionate share in the common areas, parts and facilities in the said premises) the Vendor and Developer jointly doth hereby grant transfer sell convey assign and assure unto and to the use and benefit of the Purchaser **ALL THAT** the **SAID UNIT** in favour of the Purchaser Together with the proportionate, undivided, impartible share in the land and on the common areas, facilities and amenities in the Building Together with rights of user and enjoyment in common with the other Co-owners of the common parts, the common amenities and the common conveniences in the said Building being the Premises No. 179, Park Street, Kolkata-700017, Police Station – Beniapur, comprises in Division-V, Sub-Division-B, in Dihi Panchanangram under Sub-Registration Office Sealdah, under Calcutta Improvement Trust (C.I.T.), Scheme No. VIII, within Ward No. 61 of Kolkata Municipal Corporation (more fully and particularly described in the Part-I of the **SECOND SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID UNIT**) free from all encumbrances, charges, acquisitions, requisitions, attachments, trusts of whatsoever nature OR HOWSOEVER OTHERWISE the said Unit/Property now are or is or at any time heretofore were or was situate, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all boundary walls, areas, sewers, drains, ditches, paths, passages, water courses together with the benefit of all ancient and other rights, liberties, easements, privileges, appendages, emoluments, appurtenances, advantages whatsoever standing and being in or upon or belonging thereto or any part thereof or with which the same now are or is or at any time or times heretofore were or was usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto AND the reversion and reversions, remainder or remainders, rents, issues and

profits of and in connection with the said Unit and all the estate thereof and every part thereof subject to terms and conditions , restrictions, covenants as mentioned in the said Agreement for Sale dated ..... AND all the estate, right, title, interest claim, use, inheritance, trust, property, claim and demand whatsoever of the Vendor and Developer both at law and in equity of the into and upon the said Unit or every part thereof TO ENTER INTO AND HAVE HOLD, OWN, POSSESS AND ENJOY the said Property and every part thereof hereby sold, granted, transferred and conveyed, assigned and assured, freed and discharged and every part or parts thereof unto the Purchaser absolutely and forever free from all encumbrances, trusts, liens, and attachments whatsoever SUBJECT NEVERTHELESS to the easements or quasi – easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said Property **AND THAT** the Vendors doth hereby relinquish and disclaim all her right title interest into or upon the said Unit/ Property in favour of the Purchaser herein absolutely.

**2) THE Vendor and Developer DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-**

a) That notwithstanding any, act, deed matter or thing whatsoever heretofore made, done, executed, committed or knowingly suffered or permitted to be suffered by the Vendor or by any person or persons lawfully or equitably claiming from under or in trust for her to the contrary, the Vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold, granted, transferred and conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

b) That the Vendor has good right full power and absolute and indefeasible authority to sell, grant, transfer, assign and convey the said Property and every part thereof unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these presents.

c) That the Purchaser shall and may at all times hereafter, peaceably and quietly enter into hold, possess, occupy and enjoy the said Property

and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for her or from or under any of her ancestors or predecessors in title and free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by and at the costs and expenses of the Vendor well and sufficiently save indemnified and kept harmless from and against all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made, done, executed or suffered by the Vendor or any of their ancestors or predecessors in title or any person or persons lawfully or equitably claiming as aforesaid.

d) That the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said Property and the said Property or any part thereof from under or in trust for the Vendors or from or under any of their ancestors or predecessors in title shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser do make acknowledge and execute or cause to be done made acknowledged and executed all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said Property hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers according to the true intent and meaning of these presents as shall or may be reasonably required.

e) That the Vendors shall unless prevented by fire or some other unavoidable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to the Purchaser or their Attorneys or Agents or at any trial hearing, commission, examination or otherwise as occasioned shall require all or any of the deeds documents and writings pertaining to the said Premises/Property and also shall at the like request and cost deliver to the Purchaser such attested or other copies or extracts of and from the said deeds and writings or any of them as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterated and uncancelled.

f) That the Vendor and all his heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the Purchaser and her heirs, executors and administrators and assigns against all encumbrances, loss, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendors or any breach of the covenants herein contained.

g) The Vendors further confirm that the purchase consideration paid by the Purchaser to the Vendor in the manner stated hereinabove would be the full consideration of the said Property and the Vendor shall have no claim whatsoever against the Purchaser and/or the said Property.

h) The Purchaser covenants that the purchaser shall co-operate with the developer in the matter of Development in all respect.

i) Purchaser shall be bound to observe the terms and conditions, restrictions and all covenants mentioned in the Agreement for sale dated ..... in its entirety and the same is made part and parcel of this presents and shall also be bound to observe the conditions and restrictions mentioned in the Schedules hereinafter written.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**(Description of the said Property/Premises)**

**(PROPERTY OWNED BY the Owner)**

**ALL THAT** the piece and parcel of revenue free land measuring about 9 Cottahs 15 Chittacks 15 Square Feet be little more or less together with two storied brick built up building situated thereon being municipal premises No. 179, Park Street, Kolkata-700017, Police Station Beniapukur and butted and bounded as under:

ON THE NORTH	:	By no. 16 & 22, North Range Road, Kolkata- 17
ON THE SOUTH	:	By Park Street Road
ON THE EAST	:	By premises No: 181, Park Street, Kolkata-17
ON THE WEST	:	By premises No. 177, Park Street, Kolkata-17

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART-I : (Unit/Apartment)**

**ALL THAT** the Flat in or portion of the Building being **Unit No. -**  
**, Unit/Flat No.** containing an area of Square  
 feet (super built up area) more or less on the .....**Floor** (as shown in the  
 map annexed hereto duly bordered in '**RED**' thereon) in the Building known  
 as "**IRed** \_\_\_\_\_" TOGETHER WITH right to park one medium sized  
 motor car at such Open place in the premises as be expressly demarcated  
 by the Developer at or before the date of possession.

**PART-II**

**(Specifications for construction of the Building and Fittings and  
 fixtures to be provided in the Unit)**

Foundation: RCC strip footing with anti-termite treatment in foundation.

- Structure: RCC framed structure with 10" and 8" masonry walls and 5" masonry partition walls.
- Walls & Ceiling:
  - Internal : Brick wall with putty finish.
  - External : Brick wall with surface texture / acrylic/Glass paints finish.
- Entrance: Teak faced flush doors.
- Toilet: Flush doors.
- Fittings: Necessary lock and accessories will be provided on main gate.
- Windows: Wood/Aluminum Sectional glass panel and locking arrangement.
- Doors: C. P. Flush door shutter with locking arrangement.
- Floor Finish: Vitrified Tiles finish inside all units/flats, staircase, landings and floor lobbies; granite finish in main gate, main lobby and lift facia.
- Sanitary:
  - Toilets: Concealed plumbing with hot and cold water lines; white WC, cistern, wash basin with CP fittings.
  - Kitchen (if any): Raised cooking platform of granite; stainless steel sink; glazed tile dado in white base.
- Water supply: KMC Water supply
- Electrical: Concealed Main line shall be
- Elevators: Automatic lift of Otis brand or equivalent makes.
- Extra Facilities
  - (i) 24 hrs. Generator service.
  - (ii) 24 hrs. water supply.

Note: Subject to change without notice at the discretion of the Architects.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**(Common Areas/Common Parts & Facilities & Installations- common  
 to the Co-owners)**

1. Areas:

- (a) Covered paths and passages, lobbies, stair cases, landings of the Building/Block and open paths and passages appurtenant or attributable

to the Building /Block.

- (b) Stair head room, caretaker room and electric meter room of the Building/Block.
- (c) Lift machine room, chute and lift well of the Building/Block.
- (d) Common installations on the Common area
- (e) Common staff toilet in the ground floor of the Building/Block.

## **2. Water and Plumbing:**

- (a) Over head water tank, water pipes and sewerage pipes of the Building/Block (save those inside any unit).
- (b) Drains, sewerage pits and pipes within the Building/Block (save those inside any unit) or attributable thereto.

## **3. Electrical and Miscellaneous Installations:**

- (a) Electrical Installations including wiring and accessories (save those inside any unit) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the units in the Building/Block and Common Portions within or attributable to the Building/Block.
- (b) Lift and lift machinery of the Building/Block.
- (c) Firefighting equipment and accessories in the Building/Block as directed by the Director of West Bengal Fire Services.
- (d) Intelligent Firefighting system with water sprinklers.
- (e) Intelligent addressable detectors are considered to pin point the exact location of fire(at extra cost inside office)



- (f) Micro-processor-based fire alarm panel
- (g) Manual call points at exit lobbies and corridors for people to report fire.
- (h) Hooters for early warning of the people for evacuation
- (i) Public address system to facilitate faster and effective evacuation
- (j) External & Internal hydrants, dedicated water tank for fire and automatic sprinkler system
- (k) Ventilated stair wells for smoke free evacuation
- (l) Multiple evacuation points and refuge platform
- (m) Security monitoring at every strategic access points
- (n) Emergency control of elevators and automatic rescue device in elevators
- (o) All entries and periphery monitored by CCTV cameras for high security of the building
- (p) Multiple Refuge area provided on the external walls

#### Lifts

- (q) UPS/ARD in lifts
- (r) Interior Luxury finish
- (s) Auto Ventilation
- (t) Sufficient critical spaces for repairs.

- (u) Ropes, safety switch, lift pressurisation system, ARD and other preventive maintenance and regular checking
- (v) Lift Intercom connected with FM
- (w) Cameras inside the lift
- (x) Smoke management system inside the lifts
- (y) Destination control system in lifts/odd even stop programming
- (z) Free fall protection
- (aa) Sudden jerk protection
- (bb) Emergency Light
- (cc) Sensor based door opening to avoid collision with door.
- (dd) Overload sensor

Electricity & DG (at extra cost)

Separate communication duct to house rising cables

Maintenance free earthing system for safe operations.

Capacitor control panels for automatic power correction to keep electrical system healthy & energy efficient.

Dual metering system for tenant recording separately EB and DG powers.

#### **4. Water and Plumbing:**

- (a) Water supply system for supply of water in the Said Complex/Project.
- (b) Main sewer, drainage and sewerage pits and

evacuation pipes in the Said Complex/Project.

- (c) Pumps and motors for water system of the Said Complex/Project.

**5. Electrical and Miscellaneous Installations:**

- (a) Wiring and accessories for lighting of Common Portions of the Said Complex/**Project**.
- (b) Installation relating to sub-station and common transformer for the Said Complex/**Project**.
- (c) Generator(s) / Stand by Power Source and accessories for provision of stand by power to the Common Portions of the Said Complex/**Project**.
- (d) CCTV
- (e) Common fire fighting equipment for the Said Complex, as directed by the Director of West Bengal Fire Services.

**6. Landscape, if any**

- (a). Vertical garden
- (b). Road beautification
- (c). Landscape area to be designed by landscape consultant
- (d). Beautified driveway

**Electric vehicle charging points**

With rising fuel prices there is and will be a propensity to shift to renewable resources for vehicles. Which is why, the usage of electric vehicles are on the rise. A platinum rated building will have to have electric vehicle charging points to provide occupants the provisions to charge electric vehicles.

**Solar power lighting for common areas**

The Project will house solar panels. The energy generated from these will be able to cater to the lighting of the common areas of the building. This will make the Project immensely energy efficient.

**Energy efficient lights**

LED lights that consume almost 30% less electricity in comparison to other lights will help the project to reduce the energy consumption for the building making it energy efficient.

### **Adequate light**

The Project will have windows that are adequately sized to allow a lot of daylight. Better indoor environmental quality will protect health, improve the quality of life, and reduce stress. In a way, it will also escalate the resale value of the office.

## **7. Others:**

- (a) Conference cum Training Room (The said space is not a common property, it will be owned and operated by someone on chargeable basis)
- (b) Fully Vastu Compliant
- (c) Optical Fiber connectivity through well-known ISPs & Wi-Fi Connectivity
- (d) 24x7 operational building
- (e) Sufficient car parking(at an extra cost)
- (f) Integrated Building management system to optimize energy consumption through Online Monitoring and controls
- (g) 24 hours Sufficient Water supply.
- (h) Intercom/EPABX connecting each unit and reception.
- (i) Elevation design planned with façade consultant for proper maintenance
- (j) Specially-abled friendly design
- (k) Façade cleaning systems.
- (l) Designed decorated name plate at ground floor lobby.
- (m) Earthquake resistant structure design that can withstand storm without damage.
- (n) Eco Friendly design with the use of ecofriendly material.
- (o) Stair/Corridor protected from rainwater
- (p) Grand entrance gate

- (q) Bespoke Building feature in common areas.
- (r) Other Common Portions and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all unit owners.

9. **LIMITED COMMON AREAS AND FACILITIES (If available in the Project):**

1. Open, Mechanical and covered Parking areas(Dependent/Independent);
2. Specified area in Ground Floor/Basement not declared to be common.;
3. The water tank and Lift Machine Room, the Parapet Walls;
4. The elevation and exterior of the Building/Block;
5. Storage areas ;
6. Any community or commercial/other facility which is not meant for common use;
7. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

(RESERVED RIGHTS)

The Promoter will be entitled to following easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted passage and also right to grant such rights to the others/ allottees and/or users of areas of units in the building being/to be constructed throughout entire complex and running of all appropriate services and supplies from and other parts of the building in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building/land/extension etc..
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Promoter, in its sole discretion deems necessary or appropriate.
- (3) The right of easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Units and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across

such portions of the common areas as may be necessary.

- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, cable, internet, telephone etc.
- (5) Until the Lease and transfer of all the Unit, the Promoter shall have and retain for itself, its successors and assigns the right to maintain one or more business and sales offices at the Project to enable the Promoter to market the Unit, s and also the right to place signs in and around the common areas for marketing.
- (6) The right to construct and to maintain at any time pipes, sewers, drains ,mains, ducts, conduits, gutter, wires, cables (Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies.
- (7) The right of the Promoter/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Promoter/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Allottee will give immediate access.
- (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
- (9) The right to build or alter or deal with the building even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Allottee by noise, dust, vibration or otherwise, provided this does not affect the Allottee's ability to use the demised unit.
- (10) The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Promoter may think fit and proper.

- (11)The Promoter shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Promoter be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
- (12)To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required under or over the Premises and/or Unit,
- (13)To erect scaffolding for the purpose of repair, cleaning or painting the any Building Building/Block notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
- (14)Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (15)The Promoter its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, roadways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines, sewer lines and cable television and to connect the same over, across and under the common elements.
- (16)The Promoter shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the Common roof and the wall surfaces within the lobby of the buildings.
- (17)The Promoter reserves the right to allot available Parking space in one phase of the Building Complex to any Allottee of a Unit in any other phase of the Complex.  
All unsold units, areas and spaces including parking spaces in the basement and anywhere else shall always belong to and remain the property of the Promoter at all times

remain in over all possession of such unsold units **space** till such time.

- (18)**The Promoter shall without any reference to the association, be at liberty to lease out, let, or dispose of or otherwise deal with in any manner whatsoever all such unallotted units and spaces therein as it deems fit. The Promoter shall be entitled to enter into separate agreements with allottees of different Units on terms and conditions decided by the Promoter in its sole discretion. The Allottee(s) and/or Association shall not claim any reduction in the Total Consideration/Premium and/or any damage on the ground of inconvenience and/or nuisance or on any other ground whatsoever
- (19)**With regard to Basements, the Promoter has the right to divide the basement area into Car Parking spaces, store area and/or other areas as may be decided by the Promoter.
- (20)**The right to assign or transfer by way of mortgage, Lease or otherwise in whole or in part , its rights and obligations in respect of the Units.
- (21)**The right to create security on the Project land together with the building being constructed thereon by availing loans/financial assistance/credit facilities from Banks/financial institutions. The Promoter shall be entitled to sign mortgage deeds, loan agreements and other documentation and do all other acts for securing project finance.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

(RULES REGULATIONS AND RESTRICTIONS USER RULES)

As from the date of possession of the said Unit, /Unit the Allottee agrees and covenants -

- (a) Ensure that the visitors/service providers visiting the said Unit use only the common toilets and while so using, keep the common toilets clean and dry.
- (b) Use of Spittoons / Dustbins: Use the spittoons / dustbins located at various places in the Project.
- (c) No Alteration: Not alter, modify or in any manner change the elevation and exterior colour scheme of the said Unit and the scheme of the said building and (2) design and/or the colour scheme of the windows, grills etc.
- (d) No Structural Alteration and Prohibited Installations: Not alter, modify or in any manner change the structure or any civil construction in the said Unit and the building. The purchaser shall not install any dish-antenna on the windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Purchaser and/or the Association



coming to know (before or after Deed of Sub-Lease) of any change made by the Lessee then the Purchaser and/or the Association shall be entitled to demolish the changes and restore the said Unit at the cost of the Purchaser. The Purchaser shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Lessee.

- (e) No Demolition: Not demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the Unit without the prior written permission of the Purchaser.
- (f) No Air Conditioning Without Permission: Not to install any window air-conditioner or put outdoor unit of split air-conditioner other than at the place already provided or in such places as designated by the Purchaser.
- (g) No Grills: Not install any grill/collapsible gate on any window or door.
- (h) Internal Repairs: Carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Purchaser to the Allottee and shall not do or suffer to be done anything in or to the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Lessee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. Not to close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions including the Complex Common Areas.
- (i) Repair And/or Any Other Works During Reasonable Hours: Carry out any repair or interior or any other works in the Unit only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Purchasers of the Project.
- (j) No Sub-Division: Not to sub-divide the said Unit and the Common Areas, under any circumstances.
- (k) No Change of Name: Not to change/alter/modify the name of the Building or the Complex from that mentioned in this Agreement. However, the Purchaser shall have the right to alter such name to any other name, as the Purchaser may in its sole discretion deem fit. Such names shall be finalized before handing over of possession of the Unit to the Lessee.
- (l) No Nuisance and Disturbance: Not to use the said Unit or the Common Areas or the Garage space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to the Purchaser or other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others. Not generally do any such things that may disturb peace,

- harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
- (m) No Storage: Not to store or cause to be stored and not place or cause to be placed any goods, articles or things including cabinets in the Common Areas including floor corridors, areas immediately outside the main entrance of the said Unit and areas under ground staircase, etc.
  - (n) No Obstruction to Purchaser /Association: Not to obstruct the Purchaser / Association (upon formation) in their acts relating to the Common Areas, amenities and facilities and not obstruct the Purchaser in constructing/repairing on other portions of the Building and leasing out or granting rights to any person on any part of the said Building.
  - (o) No Obstruction of Common Areas: Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the said Unit.
  - (p) No Generator: Shall not install or keep or run any generator in the said Unit and the garage, if any.
  - (q) No Violating Rules: Not to violate any of the rules and/or regulations laid down by the Purchaser/ Association (upon formation) for the use of the Common Areas, amenities and facilities.
  - (r) No Throwing Refuse: Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated thereof.
  - (s) No Injurious Activities: Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the said Unit, the Garage space, if any, the said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
  - (t) No Storing Hazardous Articles: Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said Unit, the Common Areas, and the Building/Project.
  - (u) No Signage: Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the said Unit/said Building save at the place or places provided therefor provided that this shall not prevent the Lessee from displaying a standardized name plate outside the main door of the said Unit.
  - (v) No Floor Damage: Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances
  - (w) No Installing Generator: Not to install or keep or run any generator in the said Unit or any part of the Project.
  - (x) No Misuse of Water: Not to misuse or permit to be misused the water supply to the said Unit/Project.
  - (y) No Damage to Common Portions: Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Lessee or the family members, invitees, servants, agents or employees of the Lessee, the Lessee shall compensate for the same as decided by the Purchaser or the Association.
  - (z) No Smoking or spitting in Common Areas: Not to smoke or spit in Common Areas of the Project and also not to throw empty cigarette cartons, cigarette butts and matchboxes

- in open spaces but to dispose them in dustbins / spittoons after ensuring that the fire is fully extinguished from such cigarettes.
- (aa) No Plucking Flowers: Not to pluck flowers or stems from the gardens.
  - (bb) No Littering: Not to throw or allow to be thrown litter in the Common Areas of the said Building/Project.
  - (cc) No Trespassing: Not to trespass or allow trespass over any areas exclusively allotted to any Lessees or retained by the Purchaser in the Project including but not limited to the lawns and green plants within the Common Areas.
  - (dd) No Overloading Lifts: Not to overload the lifts.
  - (ee) No Use of Lifts in Case of Fire: Not to use the lifts in case of fire.
  - (ff) No Covering of Common Portions: Not to cover the Common Areas, fire exits and balconies/terraces (if any).
  - (gg) No Act to Render Insurance Void or Voidable: Not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance
  - (jj) Pay Goods & Service Tax: To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Lessee to the Purchaser/ Association in terms of this Agreement as also to pay all others taxes payable by the Lessee in terms of this Agreement.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(FIRE SAFETY RULES)**

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system, if any.
3. Read the operating instructions on the body of the Fire Extinguishers if provided on your floor.
4. Know the assembly area and the location of the fire fighting equipment's installed outside your Unit, in your building.
5. Dispose of unwanted items from your Unit, .These things may act as fuel to the fire.
6. Keep Corridors, walk ways or passage ways free of obstruction.
7. Install Fire equipment at proper place inside your Unit, .
8. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
9. Must readily have the Fire Station and Police Station telephone nos.
10. Ultimate Roof Door should be kept open at all times.
11. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
12. Air-conditioner systems is to be maintained properly to void fires.

13. Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
14. To remember that the following are common causes of fire and to be careful to avoid them:
  - (i) Electric Sparks/Short Circuit/Loose Contact;
  - (ii) Overheating of electrical equipment's;
  - (iii) Poor wiring system;
  - (iv) Smoking;
  - (v) Naked Flame;
  - (vi) Cigarettes, Matches; lighter;
  - (vii) LPG Cylinder Leakage.
15. To use ISI standard equipment's and cables.
16. To immediately replace faulty electrical items.
17. Switch off electrical points when not in use.
18. Guard live electrical parts.
19. Switch off at the socket before removing plug.
20. Ensure that switch boards and enclosures of electrical components are kept clear of inflammable or combustible substances and liquids.
21. Ensure that electrical safety devices (MCB/ELCB/RCCB) are properly functioning.
22. Do not tamper with electrical equipment without adequate knowledge.
23. No gas is allowed/ induction will be used.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

THESE RULES WILL APPLY TO ONLY THOSE FACILITIES AND AMENITIES WHICH ARE PROVIDED BY THE PROMOTER IN THE PROJECT AS PER AGREEMENT.

**Security Services:**

- 1) Keeping a record of visitors entering the complex premises
- 2) Prevent any trespassing through the Complex compound
- 3) Guarding the Complex
- 4) Control Traffic and prevent jams within internal roads and pathways
- 5) Switching On/Off common lights
- 6) The operation of water supply when needed.
- 7) The operation of lifts in case of electricity failure
- 8) The operation of Fire Fighting equipment when needed

**GARDEN & LAWN**

- 1) Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.
- 2) Proper Gardener should be kept to maintain the Greens

**STORM WATER DRAINAGE**

- 1) The inlet may be covered properly with gratings or grids to prevent large objects, debris falling into it
- 2) Should be occasionally cleaned to prevent blockages.
- 3) The outlet of the storm drainage should be covered with gratings.

**GARBAGE COLLECTION:**

- 1) Dry and wet garbage should be segregated as mandated by the municipalities/ Sanctioning Authorities.
- 2) Garbage bags should be used to Maintain Hygiene.
- 3) Garbage collected should be kept at the designated area as marked.

**LIFT/ELEVATOR**

- 1) AMC to a reputed service provider/agency. It is always recommended to provide AMC to the original manufacturer of the lift.
- 2) The electrical connections, wiring, switched, plugs should be checked periodically,
- 3) Spitting or throwing of garbage inside the elevator is strictly prohibited.
- 4) Safety instructions to be followed during emergency should be displayed inside the lift.
- 5) Use panic button/intercom unit provided in the elevator in case of emergency.
- 6) All Mechanical equipment rooms that contain elevator machinery should have limited and authorized access.
- 7) Children less than 10 years should not be permitted inside the elevator alone.
- 8) Do not use elevator in case of fire and earthquake.
- 9) Heavy and oversized articles and hazardous substances should not be allowed in the elevator.
- 10) Smoking, drinking and eating should be prohibited within the elevator.

**FIRE FIGHTING EQUIPMENT**

- 1) AMC for fire equipment's, alarms and electronic circuits are mandatory.
- 2) The stair case, common passage should be kept free for smooth movement in case of fire breakage.
- 3) Refuge area should be vacant and not used for any other purpose.
- 4) Regular mock fire drill exercise should be done.
- 5) Firefighting agency/vendor needs to be informed immediately if the firefighting systems becomes non-functional.
- 6) In case of emergency, the contact details of the fire brigade and/or any other authority for the purpose should be ready and handy.
- 7) In case of fire, the evacuation procedure should be well defined.
- 8) Fire protection equipment's in High rise building includes sprinklers and fire detection alarm system which should be tested time to time
- 9) Assembly point in the complex compound should be clearly indicated.

**INSTALLATION OF AIR CONDITIONER**

- 1) Should be installed at pre-designated point
- 2) In case of split AC, the compressor unit should be installed with firm support on the AC ledge.
- 3) In case of leaking pipes, to get the same repaired immediately.
- 4) All wires should be passed through ducts

- 5) Open wiring outside the walls is not allowed
- 6) No core cutting should be done in beams or columns or slabs for ducting purposes.
- 7) The drainage pipes of AC's are fitted into the unit as per design and drawing of the Architect/Developer
- 8) Electrical and AC points are designed with electrical consultant as per the furniture lay-out of the Developer. If any change is regard by the Allottee, the same needs to be done at their own expense.

#### **CCTV**

- 1) Ensure that the camera lens is clean
- 2) Illegal filming of others using the camera is legally prohibited.
- 3) A notice that the premises is under CCTV surveillance should be displayed
- 4) No CCTV camera shall be installed for personal use at the premises. One needs to take written permission from the Developer before installing the same.

#### **DISH TV FOR INDIVIDUALS**

- 1) The Antenna should be installed at the pre-designated
- 2) The wire should be passed through the wiring duct and from no other place.

#### **PLUMBING**

- 1) Keep the toilets, bathrooms, kitchen sinks, clean by using recommended cleaning products, thus avoiding any damage caused.
- 2) Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc. and do not drain them down the toilets.
- 3) Ensure metals, woods, medicine, glue, plastics or any hard substances are not pushed down the drain.

#### **DG**

- 1) DG may not be auto. It may be manual
- 2) Use of excess load will cause disconnection.

#### **EIGHTH SCHEDULE ABOVE REFERRED TO (Common Expenses)**

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the Common Areas, machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lift, water pump with motor etc.).

3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Developer or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any Unit).
6. **INSURANCE:** Insurance premium for insurance of the Building for insuring the said building against defect, earthquake, damage, fire, lightning, mob, violence, civil commotion and any other risks, if insured by the Developer.
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer or its nominee and/or the Association for the Common Purposes.

**NINETH SCHEDULE ABOVE REFERRED TO**  
**(FIT-OUT GUIDE)**

1. Introduction

To ensure that all works of a construction nature within the Project correspond to high standards and to ensure that none of the constituents of the Project is damaged or adversely affected due to undertaking such construction activities, whether external or internal.

1.2. The Purchaser is desirous of installing furniture and fixtures within the Said Unit ("Fitting Out Works") and has voluntarily agreed to comply with the SoP so developed by manufacturer and/or developer/ promoter and the Property Management Team.

1.3. The purpose of the Guide is to establish the procedures for monitoring and controlling the Unit Owner's Fitting Out Works to ensure that the Fitting Out Works are:

1.3.1. carried out in accordance with the approved plans;

and

1.3.2. in compliance with the SoP.

2. PRE-FITTING OUT ACTIVITIES

2.1. Prior to commencing the Fitting Out Works, the Unit Owner agrees to submit the relevant drawings, plans and

specifications to the Property Management Team in the manner to be specified.

- 2.2. Upon receipt of the duly stamped (if applicable) and signed plan from the Unit Owner, the same shall be either approved with or without modification. In the event any modification is suggested, the Unit Owner shall forthwith revise the work schedule and submit the revised plan to the Property Management Team and/or the Property Management Team shall be entitled to seek for additional information, drawings or specifications for suggesting such modification or ascertaining compliance with the SoP.
- 2.3. No Fitting Out Works shall be commenced until and unless the plan or revised plan, as the case may be, has been approved by the Property Management Team and a 'Fitting Out Permit' has been issued to the Unit Owner, indicating the official approval to commence Fitting Out Work.
- 2.4. Before commencing Fitting-Out Works, the Unit Owner shall effect or require his/her/its contractor to obtain the following insurance policies covering the period from the date of commencement of the Fitting-Out period to the date of the completion of the Fitting-Out Works for such amounts and with such insurers and named insured as the Property Management Team shall require:
  - 2.4.1. comprehensive all risks insurance policy covering damage to the property; and
  - 2.4.2. Any other insurance cover which the Property Management Team deems to be necessary. Copies of all such policies must be lodged with the Property Management Team prior to the commencement of Fitting Out Works. In addition, the Unit Owner shall provide a declaration stating that the workmen's compensation policy has been obtained for every employee and worker.

### 3. EXECUTION OF FITTING OUT WORKS

- 3.1. The Fitting Out Works is required to be undertaken by the Unit Owner or its duly appointed contractor, in compliance with the instructions specified in this regard
- 3.2. The Unit Owner shall be permitted to appoint contractor(s), who shall be responsible for supervision and execution of the Fitting Out Works. Provided that, all workers/ fit out contractor shall be permitted to work:
  - 3.2.1. only on the basis of work permit to be issued by Property Management Team, for the duration as may be specified from time to time; and
  - 3.2.2. only after obtaining photo identity card from the Property Management Team.
- 3.3. The Property Management Team reserves the right to gain access in to the Unit area to make spot-checks or conduct repair works and the Property Management Team shall



carry out periodic checks on the Fitting Out Works to ensure that the contractor complies with the approved plans and SoP. If there is any discrepancy found during the check, these discrepancies shall be properly recorded and the Property Management Team shall inform the Unit Owner to rectify the discrepancy and issue a Notification of Discrepancy to the permit holder. The Unit Owner shall acknowledge the receipt of the Notification of Discrepancy and return it to the Property Management Team. Upon receipt of Notification of Discrepancy, the Unit Owner shall identify the root cause(s) and take corrective actions to prevent the discrepancy from recurring. Property Management Team shall have the right to, at its own discretion; stop the Fitting Out Works with immediate effect till the settlement of the discrepancy. Upon completion of the rectification, the Unit Owner shall inform the Property Management Team who will then carry out a joint inspection with the permit holder to verify that the discrepancy has been rectified before closing out the Notification of Discrepancy by signing off the follow-up verification column.

- 3.4. The Property Management Team shall be permitted to instruct stopping of Fitting Out Works in the event it has reasonable basis to suspect that the Unit Owner or its/his/her Contractor is not executing the activities in accordance with the terms and conditions specified in this Guide, or if the Unit Owner fails to take any corrective actions after receipt of the Notification of Discrepancy. Without prejudice to the aforesaid provision, the Property Management Team shall also be permitted to stop the work if the Fitting Out Works present any manner of threat to the safety or security of the Said Building. Provided always that Property Management Team shall not be liable to the Unit Owner for any loss, damage or inconvenience caused whatsoever by such stoppage of work.
- 3.5. The Unit Owner further agrees to permit representatives from the Property Management Team to enter the premises to replace or repair any fitting / fixtures. If so required, Unit Owner shall remove such installation, partition or any article to permit the said replacement or installation to execute the said replacement or installation work.

#### 4. **CHARGES AND DEPOSITS**

##### 4.1. Charges

- 4.1.1 *Fitting Out Administration Charges:* The Unit Owner will be required to pay a sum of Rs.2,000 (Rupees two thousand) towards fitting out administration charge, which shall be utilised by the Property Management Team to issue identity cards and other administrative expenses.

- 4.1.2 *Other Charges:* The Unit Owner will be responsible for all damage to the common areas of the Said Building. Any special cleaning or drain clearance necessary as a result of the fitting-out works and any other costs incurred by the Said Building which are caused by, or in connection with, the works will also be to the Unit Owner's account.

##### 4.2. Deposits

- 4.2.1 The Unit Owner will be required to pay an interest free deposit of Rs.25,000/- (Rupees Twenty Five Thousand) ("Security Deposit") to the Property Management Team, prior to commencement of fitting out of the Said Unit, as security for the due performance by the Unit Owner of the following obligations:
- 4.2.2
- 4.2.2.1. to make good to developer's / promoter's and Property Management Team's satisfaction all damage to the Said Unit and the Said Building resulting from the execution of the Fitting-Out Works;
- 4.2.2.2. to remove all waste materials and debris immediately upon completion of the Fitting-Out Works. Provided always that if at any time and for any reason any Unit Owner fails to remove or clear the debris, then the Property Management Team shall thereupon be entitled (but have no such obligation) on its own behalf to clear such debris at the expense of the Unit Owner; and
- 4.2.2.3. to comply with the requirements and abide by the terms set out in this Guide.
- 4.2.3 The Security Deposit will be refunded to the Unit Owner only after the Property Management Team has confirmed its satisfaction with the completed Fitting Out Works, in writing and after deductions if any, in respect of any damage caused to the premise, or, any sums due to indemnity in respect of any charges or fees. Provided that, if the sum representing the damages or any indemnity exceeds the corpus of the Security Deposit, the Unit Owner will have to pay the balance amount immediately upon receipt of notice from the Property Management Team, without any delay.
5. **COVENANTS**
- 5.1. The Unit Owner agrees and undertakes to
- 5.1.1 Obtain prior approval of developer's / promoter's and/or Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the common area unless prior approval is obtained from the Property Management Team;
- 5.1. 2. Submit to developer's / promoter's and the Property, Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the common area unless prior approval is obtained from the Property Management Team
- 5.1.3. Maintain at its/his/her cost and expense all internal fixtures & fittings, doors, windows, housekeeping and pest control;
- 5.1.4. Inside the Said Unit, display the information pertaining to the layout of the Said Unit, name of the architect, supervisor name, address and telephone number, list of vendors, address and name of the in charge along with telephone / mobile numbers

- 5.1.5 At the main entrance of the Said Unit, display a notice stating “under maintenance;” and
- 5.2. Provide his/her/their emergency contact details The Unit Owner expressly agrees and acknowledges ~~undertaken~~ by the Unit owner under this Guide are mainly for securing the beneficial enjoyment of the other properties in the Said Complex by other unit - holders and is not repugnant to the interest of the Unit Owner granted here under
6. **ASSISTANCE BY DEVELOPER/ PROMOTER AND PROPERTY MANAGEMENT TEAM**
- 6.1. The Unit Owner may contact the designated person of the Property Management Team, whose contact details have been provided, which information may be updated from time to time with prior intimation to the Unit Owner, provided that all such correspondence shall be required to be routed through the person designated as the property manager of the Project. For breakdowns of common essential services such as lifts, power or water supply after office hours, the Unit Owner may contact the relevant personnel of the Property Management Team, by routing the request through the property manager.
- 6.2. shall nominate a representative as a one point contact to interact with the Property Management Team in all work relating to the Fitting Out Works prior to the commencement of the Fitting Out Works.

## **7. Dos and Don'ts to be followed by Purchaser's**

- a) Nothing shall be erected for which elevation of the said building will be affected without the written permission of the Developer. The Developer's decision shall be final in these regards of any changes.
- b) On the 7<sup>th</sup> day of every month timely maintenance shall be paid by the purchaser to the Maintenance in charge, failing which for a period of 2 months water and power failure backup connection shall be disconnected for the said unit.
- c) In order to use the Conference room proper maintenance shall be done for the same and Security Deposit shall be taken by the developer before the usage. The quantum of security deposit shall be decided by the Developer.
- d) The building premises, common area, lobby and surrounding shall be kept clean at time. Waste shall not be dumped any other places other than a demarcated location.
- e) Any installation of Satellite/VSAT/Dish antenna and any other equipment is prohibited to be installed at the terrace/open area/building elevation. If any requirement then a written permission is needed from the Developer and the Developer's decision shall be final.
- f) No visitors car parking inside the premises shall be allowed, the visitors can keep their car at only the demarcated space if available.

- g) No immoral activities shall be performed under any circumstances by any Unit owners.
- h) Annual maintenance charge (AMC) of equipment's should be paid by all flat/commercial unit owners as may be notified by the Developer/ Maintenance -in-Charge.
- i) To follow all the terms and conditions of Deed of Conveyance and sale agreement.
- j) If any default in payment of maintenance and other charges, maintenance in charge shall have the liberty to publish the name of the defaulters in the notice board.
- k) Owner of the Flat/ Commercial Unit shall have to pay all due's towards the maintenance and other charges before selling of their respective unit, if defaulted then Maintenance in charge/Developer shall be entitled to claim, recover such dues from the intending Purchaser (s).
- l) Owner of the Flat/commercial unit shall paint his/her or their veranda/balcony (if any) in same lighter color/shade as painted in the exterior elevation of the building.
- m) Developer shall have the absolute discretion in refusing/allotment of the conference room.
- n) Commercial unit/Flat owners are requested to follow all relevant rules for holding any meeting in the conference room, including noise and other restriction.
- o) Security protocol at the gate and also within the campus must be adhered at all times. Every respective Purchaser/Owners must request their visitors to adhere to security protocol and are requested to always treat the security personnel in a co-operative and courteous manner.
- p) Garbage disposal shall be done at a designated area as demarcated.
- q) Maintaining the electrical and plumbing fixtures, fittings and installation for common use.
- r) Maintaining the open spaces of the campus and Building.
- s) The building maintenance body will carry out the periodic and breakdown maintenance of the lifts and lift installation with the help of any agency. The agency will be chosen by the Developer/ Maintenance body. The Owners/Purchasers of the building shall not carry in the lifts any heavy materials, combustible materials/chemicals at any time.
- t) Maintaining and cleaning of the external façade of the buildings/structure in the campus. The Purchaser/Owners shall not change the design of the building/ structure for their personal use or satisfaction.
- u) Car parking if provided shall be used in the designated area as demarcated by the Developer, while taking possession of the car park.
- v) The Purchaser/ Owner's of the Building shall not display any name, address, signboard, advertisement material, etc. on the external façade of the Apartment/Tower/Block or in any part within the project except were permitted by the Developer. The

Developer shall have the absolute right to grant or deny the permission.

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

**EXECUTED AND DELIVERED by**

Vendor **at Kolkata**

In the presence of:

1.

2.

**EXECUTED AND DELIVERED by**

**Promoter/Developer**

Vendor/Owner No.2 **at Kolkata**

In the presence of:

1.

2.

**EXECUTED AND DELIVERED by**

**Developer at Kolkata**

In the presence of:

1.

2.

**EXECUTED AND DELIVERED by**

**the PURCHASER at Kolkata**

In the presence of:

1.

2.

**M E M O O F C O N S I D E R A T I O N**

Received of and from the within named Purchaser the within mentioned sum of Rs...../- ( Rupees ..... only), being the consideration amount in full under these presents, as per Memo below :

Sl. No.	Date	Cheque No.	Drawn on	Amount
1.				
			Total	Rs...../-

1.

2.

Developer

Drafted by :