

## CONVEYANCE DEED

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

### By and Between

(1) **MANOJ MODI** son of Late Shree Krishna Modi having PAN AESPM2798D (Aadhaar No.3574 8939 5638 and (2) **SANJAY MODI** son of Late Shree Krishna Modi having PAN AFGPM1192Q (Aadhaar No.6311 3221 2837), both residing at 8A, Alipore Road, Post Office and Police Station Alipore, Kolkata-700027, represented by their Constituted Attorney Bhairamal Gopiram Properties LLP vide Power of Attorney Dated 14<sup>th</sup> July 2018 and registered with District Sub Registrar - III, South 24 Parganas in Book I Volume No. 1603-2018 Pages 93173 to 93204 Being No. 160302956 for the year 2018 (represented by its Designated Partner Mr. Vikash Musaddi son of Shri Vijay Kumar Musaddi of 10/C, Ho Chi Minh Sarani, Post Office Middleton Street, Police Station Shakespeare Sarani, Kolkata 700071, having PAN AFCPM7475E, Aadhaar No. 7702 1780 0190)); hereinafter referred to as the "**Vendors**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs executors administrators legal representatives and/or assigns) of the **First Part**;

### AND

**BHAIRAMAL GOPIRAM PROPERTIES LLP** a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 10/C, Ho Chi Minh Sarani, Post Office Middleton Street, Police Station Shakespeare Sarani Kolkata 700071, having PAN: AAOFB9080B represented by its Designated Partner Mr. Vikash Musaddi son of Late Shri Vijay Kumar Musaddi of 10/C, Ho Chi Minh Sarani, Post Office Middleton Street, Police Station Shakespeare Sarani, Kolkata 700071, having PAN AFCPM7475E, Aadhaar No. 7702 1780 0190; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **Second Part**;

### AND

(1) \_\_\_\_\_ (having Aadhaar No.\_\_\_\_\_, PAN Number \_\_\_\_\_), by Nationality Indian, aged about \_\_\_\_\_ years residing at \_\_\_\_\_ (2) \_\_\_\_\_ (having Aadhaar No.\_\_\_\_\_, PAN Number \_\_\_\_\_), by Nationality Indian, aged about \_\_\_\_\_ years residing at \_\_\_\_\_ (3) \_\_\_\_\_ (having Aadhaar No.\_\_\_\_\_, PAN Number \_\_\_\_\_), by Nationality Indian, aged about \_\_\_\_\_ years, residing at \_\_\_\_\_ hereinafter referred to as "**the Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/its heirs executors administrators and legal representatives or successors and/or assigns) of the **Second Part**;

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

### I. WHEREAS:

- A. The Vendors are the full and lawful owners of lands admeasuring 2 Bighas 18 Cottah 10 Chittack be the same a little more or less situate lying at and being Premises No. 13, Canal Street, Police

Station Entally, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation described in **Part-1 of Schedule A** (hereinafter referred to as "**Entire Land**") having acquired the same vide sale deed(s) and other chain of title as mentioned in **Schedule F** hereto.

- A. The Vendors and the Promoter has entered into a joint development agreement dated 14<sup>th</sup> July 2018 and registered with District Sub-Registrar- III South 24 Parganas in Book I Volume No. 1603-2018 Pages 92380 to 92444 Being No. 160302920 for the year 2018 with the Vendors herein in respect of the Entire Land.
- B. The Entire Land is earmarked for the purpose of constructing, inter alia, two building blocks as per the Building Plan sanctioned by Kolkata Municipal Corporation vide Building Sanction No. 2019060039 dated 5<sup>th</sup> December 2019 modified on \_\_\_\_\_ (hereinafter referred to as "**Building Sanction Plan**") which expression shall include future modifications, integrations, vertical/horizontal extensions, revalidations and revisions, if any, made thereto from time to time and sanctioned by the Kolkata Municipal Corporation and other concerned authorities) as follows:-
- (i) The Block 1 is identified for rehabilitation of the Tenants. There were several persons occupying several rooms and premises at the Project Land and pursuant to agreements with them, they vacated their respective occupied portions and have been rehabilitated in the Block 1 with an earmarked adjoining portion of Entire Land appurtenant to Block 1 and the same are morefully described in **Part-2 of Schedule A** hereto and hereinafter referred to as "**Block 1 Area**").
- (ii) The Block 2 comprises of a Basement, Ground plus 11 storeyed Building having 2 wings numbered 'N' (having one flat on the first floor, two flats on the second floor and three flats on each floor from third floor onwards) and 'S' (having one flat on the first floor, two flats on the second floor and three flats on each floor from third floor onwards) with separate staircase and lifts in each wing as per the said Building Sanction Plan and the same is hereinafter referred to as "**Designated Block**" (which expression shall include modifications or alterations if so and as may be sanctioned in future). The Designated Block with earmarked adjoining portion of the Entire Land appurtenant to the Designated Block is morefully described in **Part-3 of Schedule A** hereto and hereinafter referred to as "**Project Land** (which expression shall include modifications or alterations if so and as may be made by the Promoter in future).
- B1 The Promoter has already constructed the Block 1 and shifted the Tenants therein.
- B2 The Project Land is earmarked for building a residential project comprising multistoried apartment building being the Designated Block and shall be known as '**La Convent**' (hereinafter collectively referred to as "**Project**"). The Vendor has constructed the said Designated Block and applied for/obtained the Completion Certificate on \_\_\_\_\_.
- C. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- D. By Agreement for Sale dated \_\_\_\_\_ (hereinafter referred to as "the **Sale Agreement**"), made between the Promoter, the Purchaser and the Vendors, the Promoter and the Vendors

agreed to sell to the Purchaser (as Allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** Apartment No. \_\_\_\_\_ (hereinafter referred to as "the **said Unit**") having Carpet Area of \_\_\_\_\_ square feet more or less, type Standard, on a portion of the \_\_\_\_\_ floor along with parking facility for \_\_\_\_\_ (\_\_\_\_) motor car to be used by the Purchaser as permissible under the applicable laws (hereinafter referred to as "the **Parking Facility**") Together With pro rata share in the common areas as mentioned in the **SCHEDULE D** hereto and hereinafter referred to as "**Common Areas**". The Unit, the Parking Facility, if any and pro rata share of the Common Areas are hereinafter collectively referred to as "the **Designated Apartment**" and the said Unit is more particularly described in **Schedule B** and the floor plan of the said Unit is annexed hereto and marked as '**Appendix-A**'. Be it clarified that the term Common Areas insofar as the same refers to the share of the Purchaser in the land shall mean the Project Land described in **Part-3 of Schedule A** hereto and pro rata share to be conveyed shall be of the land comprised in the plinth of the Designated Block in which the Designated Apartment be situated;

- E. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- F. Additional Disclosures/Details by the Promoter to the Purchaser:
- a. In the Project certain common open parking spaces have been identified in separate portions. The remaining parking spaces are intended to be allotted to Purchasers of Units. The parking spaces, as per the current planning are of types open, covered and semi covered and located in the ground floor of the Designated Block, Open Spaces at the Project Land and/or Multilevel Mechanized Parking Systems ("**MCP**"). While MCP will always be a dependent parking, the location of other parking space will determine the dependence/independence of use of the same. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another parked vehicle.
  - b. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested Purchasers applying for the same in an organized manner whereby each Purchaser shall be allotted, parking facility of the type applied by him in an identified dependent or independent space. Since different kinds of parking spaces have different costing, the Promoter has fixed different costs in respect of the different categories of parking space.
  - c. While the allotment to the Purchaser hereunder mentions the type of parking facility allotted to the Purchaser, the actual location of the parking space to be granted to the Purchaser shall be decided by the Promoter from time to time before allotment of parking spaces.
  - d. Each of the Block in the Project shall have their own respective common areas, amenities and facilities.
  - e. The other disclosures, details and additional terms are mentioned at several places in this Deed and in the Schedules hereto and are agreed between the parties hereto.

- f. The Purchaser accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Purchaser acknowledges that it's the changes made by the Promoter from time to time were with the consent of the Purchaser as required under Section 14 of the Real Estate (Regulation and Development) Act, 2016.
- G. The Parties hereby confirm that they are signing this Deed with the full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.
- II **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and out of the same the Vendors hereby admit and acknowledge the receipt of apportioned sum towards the prorata share in the Project Land attributable to the said Unit and Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors, to the extent of their respective entitlement, do hereby sell and transfer unto and to the Purchaser **ALL THAT** the said Unit No. \_\_\_\_ in the Designated Block morefully and particularly mentioned and described in **Schedule B** hereto together with parking facility if granted to the Purchaser and if so and as specifically mentioned in the said **Schedule B AND TOGETHER WITH** right to use the Common Areas and Installations in common with the Vendors and the Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule C** hereto **AND SUBJECT TO** the Purchaser observing, fulfilling and performing House Rules and other covenants, terms and conditions as contained hereinbelow and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.
- IIA. And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors do hereby sell and transfer to the Association <sup>1</sup>undivided proportionate title to the said Land attributable to the Unit and the Vendors and the Promoter, to the extent of their respective entitlement, do hereby sell and transfer to the Association undivided proportionate share and title to the other Common Areas absolutely. If any further document or instrument is required, in law, to be

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<sup>1</sup> In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

executed and registered to further confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

*{OR in case Association is not formed before execution of the Deed of Conveyance or is not permitted to be added as party to the deed by the registering authority, then the following}*

And in the premises aforesaid and at the requisition of the Purchaser and with the consent of the Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the said Land attributable to the Unit by the Vendors and of the undivided proportionate title to the other Common Areas by the Vendors and the Promoter, to the extent of their respective entitlement, is and shall be deemed to be hereby conveyed to the Association without requirement of any act in future on the part of the Vendors and the Promoter and shall ipso facto take effect immediately upon the incorporation of the Association absolutely and shall remain vested with the Purchaser until then in trust and for the benefit of the Association. It is clarified that if any document or instrument is required, in law, to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

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

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

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

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

- (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association<sup>2</sup> has been conveyed the undivided proportionate share in the Common Areas.

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

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

- (iii) the Purchaser shall use the Common Areas along with the Vendors, the Promoter, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association<sup>3</sup>.
2. **SINGLE UNIT:** The Purchaser agrees that the Designated Apartment along with Parking Facility (if any) shall be treated as a single indivisible unit for all purposes.
3. **INDEPENDENT PROJECT:** It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per **Schedule D** being the Common Areas and Installations shall be available only for use and enjoyment of the Co-owners of the Project.<sup>4</sup>
4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all

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

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

<sup>4</sup> Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and the Vendors accept no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and the Vendors fully indemnified and harmless in this regard.

5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen inspected and examined the Project and the Designated Apartment and all Common Areas and Installations thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat and all the Common Areas and Installations.
6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the Common Areas to the Maintenance In-charge duly made ready and complete with all specifications, amenities and facilities of the project and the Association<sup>5</sup> also confirms its acceptance of the same.
7. **HANDOVER OF DOCUMENTS:** The Purchaser agrees and accepts that the Promoter shall handover the necessary documents and plans, including common areas, to the Association upon its taking charge and requesting for the same.
8. **PAST OUTGOINGS:** The Purchaser and the Maintenance In-Charge acknowledges, accepts and confirms that the Promoter has already paid all outgoing before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Promoter, for the payment of outgoing (including those mentioned in this Deed), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoing, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Purchaser is aware and accepts that the Association<sup>6</sup> is to be the ultimate Maintenance In-charge and is and shall be

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

<sup>6</sup> In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be

responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.

10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of the Promoter as per the Sale Agreement relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, it shall be the duty of the Promoter to rectify such defects without further charge, within **30 (thirty)** days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to force majeure or normal wear and tear or any act or omission of the Purchaser or any other Co-owner or Association and/or any other person or if the portion/item alleged to have the defect has not been maintained in a proper good and repaired condition has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the Association/ maintenance in charge or competent authority or if the defect arises due to force majeure. The Purchaser is aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause.
11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/Maintenance In-charge shall have right of unrestricted access of all Common Areas and Installations, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or Maintenance In-charge to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Purchaser to remedy any want of repair.
12. **USAGE: Use of Service Areas:** The service areas if any located within the Project Land may be ear-marked for purposes such as parking spaces and services including but not limited to STP, transformer, compactor, DG set, underground water tanks, Pump rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans and such areas can be shifted to any other place in the Project at the sole discretion of the Promoter. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the Association formed by the co-owners for rendering maintenance services
13. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

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transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation



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

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

- 13.2 In connection with the Additional Costs and Deposit payable by the Purchaser under the Sale Agreement, it is agreed by and between the parties hereto that in addition to the same, the following amounts which shall be payable by the Purchaser additionally:-

- (a) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Purchaser and shall be paid proportionately, if levied as a whole on the Project and wholly, if levied specifically on the Designated Apartment (including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Purchaser further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Purchaser in any manner whatsoever.
- (b) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.

- 13.2.1 The Deposits as mentioned in the Sale Agreement and paid by the Purchaser to the Promoter shall be held by the Promoter as interest free security deposits and unless any amount out of the same is adjusted due to non-payment of the taxes and outgoings payable by the Purchaser, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.

- 13.2.2 This Deposits shall be transferred by the Promoter to the Maintenance In-charge (upon adjustment of arrear dues if left by the Purchaser) within 3 months of the Association requiring the same from the Promoter.

13.3 **Maintenance In-charge:**

- 13.3.1 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as the "**Association**") by the Co-owners of the apartments in the Project and the Purchaser hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of Association and the Purchaser agrees to do all acts, deeds and

things as may required by such consultant(s) within the stipulated times and to pay the proportionate costs of formation and operationalization for the Association.<sup>7</sup>

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

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

#### 13.4 **Common Areas Related:**

13.4.1 The Designated Block shall contain certain Common Areas as specified in **SECTION-I of Schedule D** hereunder written and which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Designated Block and other persons permitted by the Promoter. The Project and the Block 1 Areas shall contain certain Common Areas as specified in **SECTION-II of Schedule D** hereunder written which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Project, the owners and occupiers of Block 1 Area and other persons permitted by the Promoter. Subject to the Purchaser not committing any default in observance of the House Rules the Purchaser shall have the non-exclusive right to use such of the Common Areas as are necessary for the beneficial use and enjoyment of the Designated Apartment in common as aforesaid and subject to the terms and conditions contained herein. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the Designated Block or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner.

13.4.2 The Promoter have finally identified and demarcated portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

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<sup>7</sup> In case the Association is formed before the execution of this Deed, this clause will be suitably amended

### 13.5 Unit Related:

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

### 13.5.2 Area Calculations:

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

13.6 **Housing Loan by Purchaser:** In case the Purchaser, with the prior written consent of the Promoter, has obtained any housing loan or finance to pay the consideration envisaged herein, the

entire obligation or liability in respect of the same shall be that of the Purchaser alone. In no event the Vendors, the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.

### 13.7 **Parking Facility Related:**

- 13.7.1 In addition to those contained in clause I above, it is clarified that the Project also contains open spaces which are not forming part of the amenities and facilities mentioned in **Schedule D** hereto and which could be used for parking. The Promoter hereby reserves right to allot parking rights in these open parking areas exclusively to the purchasers of Units in the Project who need the same and apply for the same within period as may be stipulated by the Promoter and the Promoter may give preference to those purchasers who do not otherwise have parking space in the Project and against payment of the applicable parking cost therefor.
- 13.7.2 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.
- 13.7.3 Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Purchaser upon such revision;
- 13.7.4 The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Purchaser nor to disturb the use of the allotted parking space by the concerned Purchaser.

### 13.8 **Activity Centre/Club Facility Related:**

- 13.8.1 **Users:** The Purchaser shall have the right to use Activity Centre / facilities in the Project in common with the Vendors, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.

11.2.1 **Club Membership And Facility:** The Promoter has erected, installed and/or made available certain facilities as hereinafter mentioned (hereinafter referred to as “the Club Facility” or “the Activity Centre”) which expression shall include any modifications or alterations of all or any such facility) at a portion of the Project Land containing:

- (a) Community Hall with first time installation of air conditioners.
- (b) Indoor Games Arena with first time installation of air conditioner and equipments.
- (c) Multipurpose Court with first time installation of poles nets and lights;
- (d) Kids play zone/area with first time installation of few playground equipments.
- (e) Lounge.
- (f) Creche zone.

- (g) Swimming Pool with first time installation of equipments and changing rooms.
- (h) Fully equipped Gymnasium with first time installation of equipments.
- (i) Yoga and Meditation centre on the roof.
- (j) Space for party lawns on podium floor.
- (k) Roof top promenade.
- (l) Roof top Sitting Area for residents.

11.2.2 The Purchaser agrees to pay the fixed costs and charges in respect of the Club Facility as part of Other Costs. On the Activity Centre becoming functional, the Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Activity Centre may be used by the Purchaser along with family members residing at the Unit in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail such facilities, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

13.8.2 **Commencement of Operation of the Activity Centre:** The Promoter shall endeavor to get the Activity Centre operational after the entirety of the Project is complete and made ready. The Purchaser accepts and confirms that the date of completion of construction of the Designated Apartment shall have no connection and correlation with the Activity Centre becoming operational and that the Purchaser shall not raise any claim or objection in this regard<sup>8</sup>

13.8.3 **Administration of the Activity Centre:** The Purchaser agrees and confirms that the Activity Centre (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper. The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency ("**Manager**") for the management and administration of the Activity Centre and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Manager may or may not be the Maintenance Agency and the cost of such Manager shall be part of the costs and expenses of running, management and administration of the Activity Centre. The Association shall be given the responsibilities in respect of the Activity Centre at such time and on

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<sup>8</sup> Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

such terms and conditions as the Promoter may deem fit and proper. All costs, charges and expenses pertaining to the Activity Centre and its running, administration, repair, maintenance, replacement, insurance etc., shall be and form part of the Common Expenses.

13.8.4 **Further and Fuller Terms:** Only the basic preliminary terms and conditions pertaining to the membership and rules governing the Club are recorded in this Agreement. The Purchaser understands and accepts that detailed terms and conditions of membership as also the various charges and rules and regulations governing use of the Club and its facilities will be formulated by the Promoter in due course and circulated to members before the Club is made operational. The Purchaser agrees and accepts to abide by the same.

### 13.9 Overall Project Related :

13.9.1 **Authority of Promoter:** The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Purchaser. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Purchaser shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Costs and Deposits from the Purchaser and the Purchaser has satisfied himself about such rights of the Promoter.

13.9.2 **Non Obstruction in Project:** The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in addition, alteration, finishing works of construction of or in or to the Project or any other phases of the Whole Complex or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

13.9.3 **Commencement of power supply from Generator:** The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-owners (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

13.9.4 **Architect:** Unless changed by the Promoter, Messrs. Raj Agarwal & Associates of 8B, Royd Street, 1<sup>st</sup> Floor, Kolkata 700016 shall be the Architect for the Project.

13.9.5 **Project Name:** The Project shall bear the name "LA CONVENT" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

13.9.6 The Vendors shall not be liable for any deviation of plan and/or for any allegation of shortcoming in the nature of construction and no action shall lie against the owners by the Purchaser against the Vendors.

13.10 **Future Expansion Related:**

- 13.10.1 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Section I of Schedule D**. The Promoter shall take any further consent, if required, from the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.
- 13.10.2 The Purchaser accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project and/or the Whole Project or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation.
- 13.10.3 **Modifications:** In connection with the further additions and alterations to the sanctioned plans and without affecting the other provisions, terms and conditions hereof, the Promoter shall take consent of the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld. The Purchaser hereby authorizes and empowers the Promoter to do so as the attorney of the Purchaser.
- 13.11 **HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Purchaser shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Purchaser shall be obliged and responsible to comply with strictly:
- 13.11.1 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Unit or any activity which may cause nuisance or annoyance to the Co-owners.
- 13.11.2 Unless the right of parking is expressly granted and mentioned in **Clause 2 of the SCHEDULE B** hereunder written ("**Parking Facility**"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Purchaser in deviation or violation of this clause and/or the applicable conditions for Parking Facility.
- 13.11.3 In case the Purchaser has applied for and has been allotted Parking Facility, the same shall be subject to the following conditions:
- (i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default.
  - (ii) The Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever.

- (iii) The Purchaser shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Facility and/or two wheeler, as the case may be.
- (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
- (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Unit nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-Vendors of the Project and none else.
- (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
- (viii) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be superceded by such legislation, rule, bye-law or order and for which the Purchaser shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
- (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this deed shall all be covenants running with the Parking Facility.
- (x) In case the Purchaser is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Purchaser shall not disturb/block the ingress and egress of cars of other unit owners from the project, as such all the car park owners shall co-operate among themselves as to the allotted parking areas for smooth ingress and egress of all the cars.
- (xi) In case the Purchaser is provided facility of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the Parking Facility if taken by the Purchaser in the Mechanical Parking System shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
- (xii) In case the Purchaser has not been agreed to be granted any Parking Space, the Purchaser shall not park any motor car, two-wheeler or any other vehicle at any place in



the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever

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

- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times.
- (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet.
- (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
- (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the Project Land.
- (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the Project Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge.
- (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- (viii) not to sub-divide the Open Terrace in any manner.

13.11.5 The use of the Common Areas including but not limited to the Activity Centre shall be done by the Purchaser using due care and caution and the role of the Promoter is only to provide the initial infrastructure in respect of the Common Areas (including the Activity Centre) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Activity Centre by the Purchaser or his family members or any other person. It is

clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Activity Centre.

- 13.11.6 Not to make any construction or addition or alteration or enclose any Common Areas, the Activity Centre nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 13.11.7 Not to claim any access or user of any other portion of the Project except the Designated Block and the Common Areas, the Activity Centre mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 13.11.8 not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Unit **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Unit.
- 13.11.9 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within **6 (six) months** from the date of possession.
- 13.11.10 Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Building/s at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Building/s at the Project or any part thereof
- 13.11.11 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 13.11.12 not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 13.11.13 not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the said Building or the Project Land save the battery operated inverter inside the Designated Apartment.
- 13.11.14 not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders

- 13.11.15 not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 13.11.16 no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 13.11.17 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the said Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 13.11.18 to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Vendors and the Promoter and all other persons entitled thereto.
- 13.11.19 to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
- 13.11.20 to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Designated Block and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- 13.11.21 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 Designated Block or may cause any increase in the premia payable in respect thereof.
- 13.11.22 not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Promoter, the Vendors or to the other co-owners of the said Building. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said Building and/or the Project Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-charge.
- 13.11.23 to allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Purchaser.

- 13.11.24 not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Project.
- 13.11.25 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
- 13.11.26 keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
- 13.11.27 to use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 13.11.28 to maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 13.11.29 Not to put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Purchaser therefor. The air conditioners used inside the Unit and its technology will have to adhere to VRF (Variable Refrigerant Flow) Technology and shall not be changed except with the written consent of the Promoter. The wires pipelines and other connections between the outdoor and the indoor units shall pass only through floor lobby ducts specifically meant and identified therefor by the Promoter.
- 13.11.30 To draw cables, wires, pipes, air conditioner related pipes connecting the units at the VRF etc., only through the common ducts/voids meant therefor and no wire shall be hanged or connected from outside the Designated Wing.
- 13.11.31 not to alter the outer elevation or façade or colour scheme of the Designated Block at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Block at the Project 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.
- 13.11.32 Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

- 13.11.33 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 13.11.34 not to use the Unit and the Parking Facility, if any or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners
- 13.11.35 not to change/alter/modify the names of the Project and/or the Building therein from those mentioned in this Deed. Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.
- 13.11.36 The Purchaser agree, declare and confirm that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.
- 13.12 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):
- 13.12.1 Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land.
- 13.12.2 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Designated Block or the Project Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Designated Block or the Project Land or Entire Land or any part thereof.
- 13.12.3 Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- 13.12.4 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

- 13.12.5 Proportionate share of all Common Expenses (including those mentioned in **SCHEDULE E** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. 3/-(Rupees three) only per Square foot per month of the Unit Area for CAM mentioned in clause 13.5.2(vi) hereto. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- 13.12.6 In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs.500/- per annum per car parking to be increased every three years by 15% (fifteen percent) of the amount then payable.
- 13.12.7 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 13.12.8 Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per the prevalent rates.
- 13.12.9 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 13.13 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.
- 13.13.1 The maintenance charges do not include any payment or contribution towards the Activity Centre payable by the Purchaser as per stipulations made elsewhere in this Deed therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 13.13.2 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from \_\_\_\_\_(hereinafter referred to as “the **Liability Commencement Date**”).
- 13.13.3 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents

and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for two months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Activity Centre shall be suspended and the Maintenance-in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

- 13.13.4 It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.
- 13.13.5 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 13.13.6 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion certificate.
- 13.13.7 Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Designated Block (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **SCHEDULE E** hereto.
- 13.14 **Acknowledgments, Exceptions and Reservations:** The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under the provisions of this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities at any time and from time to time hereafter:-
- 13.14.1 The Promoter shall at all times also be entitled to put or allow any one to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at

the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever.

- 13.14.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Designated Block or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
- 13.14.3 The Block 1 Areas may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.
- 13.14.4 The Promoters shall be entitled to deal with or Transfer any Parking Space including those sanctioned in the Plans.
- 13.14.5 The Promoter shall be entitled to carry out modification of plan necessitated by circumstances and the Purchaser hereby authorities and empowers the Promoter to do so as the attorney of the Purchaser.
- 13.15 **RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:** The Purchaser hereby agrees to purchase the Designated Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance In-charge (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.
- 13.16 **COMPLIANCE WITH RESPECT TO THE APARTMENT:**
- 13.16.1 The Purchaser shall with effect from the Liability Commencement Date, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit, Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and



appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Designated Block is not in any way damaged or jeopardized.

- 13.16.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Designated Block or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Designated Block. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 13.16.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the Maintenance In-charge. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 14 **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PURCHASER:** The Purchaser is entering into this Deed for the allotment of the Designated Apartment with full knowledge of all the laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Purchaser hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his own cost.
- 15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the completion certificate in respect of the Building in the Project has been issued by the competent authority(ies) except as provided for elsewhere in these presents and/or in the Act.
- 16 **ENTIRE CONTRACT:** This Deed along with its schedules read with the consistent terms and conditions of the Sale Agreement shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
- 17 **PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
- 18 **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

- 19 **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- 20 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other co-owner(s) in the Project, the same shall be equal to the proportion which the carpet area of the Unit bears to the total carpet area of all the Unit in the Project.
- 21 **FURTHER ASSURANCES:** All Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
- 22 **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at Kolkata.
- 23 **NOTICES:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned in the said Agreement. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
- 24 **GOVERNING LAW:** That the rights and obligations of the Parties arising out of or under this Deed shall be construed and enforced in accordance with the applicable laws of India for the time being in force.
- 25 **DISPUTE RESOLUTION:** All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.
- 26 **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

**SCHEDULE 'A'**

**PART-1**

**ENTIRE LAND**

- 1 **ALL THAT** piece or parcel of land containing an area of 2 Bighas 18 Cottah 10 Chittack (upon survey and measurement area has been found as 56 Cottahs 5 Chittaks 33 Square feet) situate lying at and being Premises No. 13, Canal Street, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation {Holding No.22 (formerly Holding No.171), Division IV, Sub-Division No. E in Mouza West Entally}, J.L. No.1, Police Station and Post Office Entally, Additional District Sub Registrar Sealdah and butted and bounded as follows:-

- 1.1 On the North : By land of KMC;
- 1.2 On the South : By Canal Street;
- 1.3 On the East : By Premises No.12 Canal Street; and
- 1.4 On the West : By Premises Nos.14A & 14B Canal Street.

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

**PART-2**

**(BLOCK 1 AREA)**

2. **ALL THAT** piece or parcel of land containing an area of 12 Cottah 8 Chittack more or less situate lying at and being a demarcated portion of Premises No. 13, Canal Street, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation fully described in Part-1 above and butted and bounded as follows:-

- 2.1 On the North : By remaining portion of Entire Land;
- 2.2 On the South : By Canal Street;
- 2.3 On the East : By remaining portion of Entire Land; and
- 2.4 On the West : By Premises Nos.14A & 14B Canal Street.

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

### PART-3

#### PROJECT LAND

3. **ALL THAT** piece or parcel of land containing an area of 43 Cottah 13 Chittack 33 Square feet more or less situate lying at and being a demarcated portion of Premises No. 13, Canal Street, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation fully described in Part-1 above and butted and bounded as follows:-

- 3.1 On the North : By land of KMC;
- 3.2 On the South :Partly by Canal Street and Partly by remaining portion of Entire Land;
- 3.3 On the East : By Premises No.12 Canal Street; and
- 3.4 On the West :Partly by Premises Nos.14A & 14B Canal Street and partly by remaining portion of Entire Land.

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

#### SCHEDULE-A-2

##### **DEFINITIONS:**

1. **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:

- (i) **"this Deed"** shall mean this Deed and Schedules all read together.
- (ii) **"Co-owners"** shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor/Promoter, shall mean the respective Vendors and/or Promoter;
- (iii) **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- (iv) **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa

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

**UNIT:**

1. **ALL THAT** the residential flat being Unit No. \_\_\_\_ containing a carpet area of \_\_\_\_ Square feet more or less alongwith balcony with a carpet area of \_\_\_\_ Square feet more or less and a total built-up area of Unit (including Balcony) of Square feet more or less on the \_\_\_\_ floor of the Designated Wing No. \_\_\_\_ of the Designated Block of the Project at the Project Land delineated in “**RED**” colour in the floor plan of the Unit annexed hereto and marked as Appendix-A.
2. **PARKING FACILITY: ALL THAT** the right to park 1 (one) medium sized motor car at the \_\_\_\_ place in the \_\_\_\_ of the Project Land.
3. **OPEN TERRACE:** It is expressly mentioned that no right to use any Open Terrace has been granted to the Purchaser hereunder.

### **SCHEDULE C –EASEMENTS:**

#### **(Easements Granted to the Purchaser)**

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendor, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
  - a. The right of access and use of the Common Areas in common with the Vendor, the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
  - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
  - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
  - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
  - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses,

electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.

B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendor, the Promoter and other persons deriving right, title and/or permission in respect thereof from them:

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

#### **SCHEDULE D ABOVE REFERRED TO:**

#### **SECTION -I**

#### **COMMON AREAS IN THE PROJECT**

- (i) Driveways and paths and passages at the Project Land except those reserved by the Promoter for exclusive use.
- (ii) Staircases with connected landings in each wing.

- (iii) Two lifts with connected landings in each wing.
- (iv) lift well.
- (v) Common lobbies in all floors in each wing.
- (vi) Transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (vii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobbies and landings and operating the lifts.
- (viii) Electrical installations with main switch and meter and space required therefor.
- (ix) Roof of the Designated Block.
- (x) Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units.
- (xi) Water, waste and sewerage evacuation pipes and drains.
- (xii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (xiii) Underground Reservoir with water distribution pipes to the Overhead water tank of the Designated Block.
- (xiv) Water pump with motors and space for installation of the same.
- (xv) One Generator its panels, accessories and wirings and space for installation of the same.
- (xvi) Water Treatment Plant if Deep Tube Well is required.
- (xvii) Fire fighting system in the Common Areas in the Designated Block alongwith Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.
- (xviii) Boundary wall and gates
- (xix) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

## **SECTION-II**

### **Common Areas common to the Project and Block 1 Area**

- (i) Driveways and paths and passages at the Block 1 Area except those reserved by the Promoter for exclusive use.
- (ii) Transformer and Electrical installations and the accessories and wirings in respect of the Entire Land and the space required therefore, if installed.
- (iii) Electrical installations with main switch and meter and space required therefor.
- (iv) Water, waste and sewerage evacuation pipes and drains.
- (v) Underground Reservoir with water distribution pipes to the Overhead water tank of the Designated Block.
- (vi) Water pump with motors and space for installation of the same.
- (vii) Water Treatment Plant if Deep Tube Well is required.
- (viii) Fire fighting system in the Common Areas in the Designated Block alongwith Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.
- (ix) Boundary wall and gates
- (x) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Block 1 Area and the Project.

#### **SCHEDULE E**

##### **Common Expenses shall include the following (“Common Expenses”):**

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces including Mechanical Parking System and all adjoining side spaces and all related gutters and pipes for all purposes, drains and cables and wires, equipments and accessories, machinery, tools and tackles, Activity Centre related equipment's etc., drains and electric cables and wires in under or upon the Designated Block and/or the Project and/or the Activity Centre and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/flat and other saleable space in the Designated Block and at the Premises, main entrance, landings and staircase of the Designated Wing enjoyed or used by the Purchaser 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, passages, driveways, landings, staircases and other part of the Designated Block and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.



2. OPERATIONAL: All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Activity Centre Facilities related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
3. STAFF: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. ASSOCIATION: Establishment and all other expenses of the the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. TAXES: Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. AMC & INSURANCE: Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
9. PARKING SPACES: All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces including Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Association for the common purposes.

#### **SCHEDULE F ABOVE REFERRED TO:**

##### **CHAIN OF TITLE**

- a) By a Sale Deed dated 24<sup>th</sup> August 1926 and registered with the Sub- Registrar, Sealdah in Book I Volume No. 29 Pages 165 to 175 Being No.2069 for the year 1926, one Manick Lal Mallick, for the consideration therein mentioned, sold conveyed and transferred to the A Ching **ALL THAT** the Entire Land absolutely and forever.
- b) The said A Ching died intestate leaving him surviving his only son namely Yuet Khew Au who upon his death inherited and became entitled to the Entire Land.
- c) The said YuetKhew Au died on or about the year 1944 and leaving him surviving his wife namely Au Tang, five sons namely Yiu Wah Au, Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au and

four daughters namely Lana Helen Lan Heong Lee, Lena Ying Tham (also known as Lien Ying Attoo), Lai Chun Leong, Lai Sheong Woodrum as his only heirs and legal representatives. Before his death the said YuetKhew made and published his Last Will and Testament dated 8<sup>th</sup> August 1944 whereby and whereunder he appointed his wife Au Tang as Executrix who obtained Probate of the said Will from the High Court of Judicature at Fort William in Bengal on 22<sup>nd</sup> December 1944. By virtue of the said Will, the said Au Tang, Yiu Wah Au, Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong and Lai Sheong Woodrum each became entitled to undivided one-tenth shares each in the Entire Land.

- d) The said Au Tang died intestate on 17<sup>th</sup> January 1974 leaving her surviving her said five sons and four daughter as her only heirs and legal representative who all nine upon his death inherited and became entitled to her one-tenth part or share of the Entire Land in equal share.
- e) The said Yiu Wah Au, Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong and Lai Sheong Woodrum had jointly executed an Agreement for Sale dated 18<sup>th</sup> February, 2009 agreeing to sell and transfer the Entire Land to the Vendors hereto on the terms and conditions therein contained.
- f) The said Yiu Wah Au died intestate leaving his wife namely Gan Tsui Au and two daughters namely Mei Chieu Au (also known as Mei Chien Au) and Loren Tham (also known as Loren Au Tham) his only heirs, and legal representative who are all jointly inherited his share in the Entire Land.
- g) The Vendors instituted a suit being Title Suit No. 24 of 2013 before the Ld. Senior Civil Judge at Sealdah praying for specific performance of the said agreement dated 18<sup>th</sup> February, 2009 and other ancillary relief thereto. The said suit was decreed on contest on 25<sup>th</sup> November 2013 by the Ld. Court directing that the said Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong, Lai Sheong Woodrum, Gan Tsui Au, Mei Chien Au and Loren Au Tham to execute and register proper Deed of Conveyance in favour of the Vendors herein in terms of the said Agreement for Sale.
- h) Since the said Yiu Chung Au and other defendants did not comply with the said Judgment and decree, the Vendors filed an Execution Case being Title Execution Case Nos. 4 of 2014 in the said Court and deposited the balance consideration in the Court pursuant to which by Order dated 24<sup>th</sup> April 2015 the Court appointed a Court Officer to present the deed of conveyance before the Additional District Sub Registrar, Sealdah. In compliance of such order, the Entire Land was sold conveyed and transferred to the Vendors herein absolutely and forever, by a Sale Deed dated 24<sup>th</sup> April 2015 and registered with Additional District Sub Registrar, Sealdah in Book No. I CD Volume No. 4 Pages. 140 to 161 Being No. 1340 for the year 2015 by the Sale Deed between Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong, Lai Sheong Woodrum, Gan Tsui Au, Mei Chien Au and Loren Au Tham represented by the Registrar, Court Officer duly appointed as aforesaid as Vendors and the Vendors hereto as purchasers.
- i) The Vendors herein caused their names to be mutated in the records of the Kolkata Municipal Corporation under Assessee No. 11-055-06-0028-6 in respect of the Entire Land.

j) By the Development Agreement dated 14<sup>th</sup> July 2018 and registered with District Sub-Registrar- III South 24 Parganas in Book I Volume No. 1603-2018 Pages 92380 to 92444 Being No. 160302920 for the year 2018 ("**Development Agreement**") the Vendors, inter alia, did thereby grant to the Promoter the exclusive right to develop the Project Land by constructing, amongst others, the Designated Block at the Project for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Vendors and the Promoter as follows:-

(i) The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Vendors and the Promoter in the ratio of 50%:50% respectively and the entire Other Costs and Deposits shall exclusively belong to the Promoter;

(ii) All consideration and Other Costs and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Vendors and the same shall be deposited in a designated special account for remittance to the parties as per the terms and conditions of the Development Agreement.

(iii) The Vendors would join in as party to the sale deed that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Designated Block at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.

k) The plans for construction of the Designated Block at the Project has been sanctioned by the Kolkata Municipal Corporation vide Building Plan No. 2019060039 dated 5<sup>th</sup> December 2019.

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

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

**VENDOR:**

Signature \_\_\_\_\_

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

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

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

**PURCHASER:** (including joint buyers)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

**Name:**

Address:

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

**PROMOTER:**

Signature \_\_\_\_\_

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

**WITNESSES:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**RECEIPT AND MEMO OF CONSIDERATION:**

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

**MEMO OF CONSIDERATION**

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

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

**WITNESSES:**

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

BETWEEN

MANOJ MODI & ANR.,

... VENDORS

BHAIRAMAL GOPIRAM PROPERTIES LLP

....PROMOTER

AND

.....PURCHASER

INDENTURE

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

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B & 2, HARE STREET

KOLKATA - 700001.