

THIS DEED OF CONVEYANCE is executed at Kolkata on this [___] day of [___] **TWO THOUSAND AND TWENTY** _____

BETWEEN

(1) **PADRONE MARKETING PVT LTD(PAN AABCP7082K)** having its registered office at 23, Sarat Bose Road Police Station - Bhowanipore, Post Office - Elgin Road, Kolkata 700 020, (2) **RATAN LAL GAGGAR (Income Tax PAN ADVPG9976H) (Aadhaar No:8624 6670 7341)**, son of Late Onkar Mall Gaggar, residing at No.11, Sarat Bose Road, Police Station - Bhowanipore, Post Office - Elgin Road, Kolkata 700 020, (3) **BHAGWATI DEVI GAGGAR (Income Tax PAN ADVPG2154M) (Aadhaar No:6316 3452 3817)** wife of Ratan Lal Gaggar, residing at No.11, Sarat Bose Road, Police Station - Bhowanipore, Post Office - Elgin Road, Kolkata 700 020 and (4) **RAJSHREE GAGGAR (PANAAHPR8984M) (Aadhaar No:9067 8091 7845)** wife of Ajay Gaggar residing at No.11, Sarat Bose Road, Police Station - Bhowanipore, Post Office - Elgin Road, Kolkata 700 020 being represented by their Constituted Attorney _____ (PAN _____ and Aadhaar No. _____), by nationality Indian, by caste Hindu, son of _____, by occupation Service, residing at _____, hereinafter referred to as the **“OWNERS”** (which expression shall unless excluded by or repugnant to the subject or context in so far as the individuals are concerned shall mean and include their and each of their respective heirs, executors, administrators, legal representatives, successors-in-interest, in so far as companies are concerned shall mean and include their respective successors, successors -in-interest) of the **FIRST PART**.

AND

PS GROUP REALTY PRIVATE LIMITED (PAN No. AABCP5390E), a company within the meaning of the Companies Act, 1956, as extended

by the Companies Act, 2013, having its registered office situated at 1002, E M Bypass, Kolkata – 700 105, Police Station – Pragati Maidan, Post Office - Dhapa, and represented by its authorized signatory, Mr. Gaurav Dugar [**PAN AGRPD3020C**] [**Aadhar No. 6736 8001 3695**] [**Mobile No. 98362 99909**], son of Mr. Surendra Kumar Dugar, residing at 524/1, Ballygunge Circular Road, Police Station-Ballygunge, Post Office – Ballygunge, Kolkata – 700 019, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor and/or successors in office/interests in interest office and permitted assigns) of the **SECOND PART**;

AND

AND

[If the Allottee is a company]

(CINNo. [___]), a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at [___] (PAN [___]), represented by its authorized signatory, (Aadhaar No. [___]) duly authorized vide board resolution dated [___], hereinafter referred to as the "**PURCHASER/ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART**.

[OR]

[If the Allottee is a Partnership]

[___], a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at [___] (PAN [___]), represented by its authorized partner (Aadhaar No. [___]) duly authorized vide hereinafter referred to as the "**PURCHASER/ALLOTTEE**" (which expression shall unless repugnant

to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), of the **THIRD PART**.

[OR]

[If the Allottee is an Individual]

Mr./Ms. [___] (Aadhaar No. [___]), son / daughter of [___], aged about [___] years residing at [___], (PAN [___]) hereinafter called the "**PURCHASER/ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

Mr. [___], (Aadhaar No. [___]), son of [___] aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at [___] (PAN [___]), hereinafter referred to as the "**PURCHASER/ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

(Please insert details of other Allottee(s) in case of more than one Allottee)

WHEREAS:

In this Deed wherever the context so permits The OWNERS, Promoter and the Purchaser are collectively referred to as the "**Parties**" and individually as a "**Party**".

- A. One Asit Kumar Ghosh (since deceased) who was a Hindu governed by Dayabhaga School of Hindu Law during his lifetime was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to various immovable properties including the Municipal Premises No.9, Sarat Bose Road, Kolkata 700 020 containing by estimation an area of Sq. ft. (more or less) TOGETHER with the buildings and structures standing thereon (hereinafter referred to as the FIRST PROPERTY) as well as Municipal Premises No.11, Sarat Bose Road, Kolkata 700 020 containing by estimation an area of sq. ft. (more or less) TOGETHER WITH the buildings and structures standing thereon excluding a portion admeasuring 0.155 acres which was acquired by KMDA hereinafter referred to as THE SECOND PROPERTY).
- B. The said Asit Kumar Ghosh died as a bachelor on 18th November, 1994 leaving behind his last Will and Testament dated 28th September, 1994 (hereinafter referred to as the said 'Last Will and Testament') wherein and whereby he appointed Pallav Kumar Banerji (since deceased), Sunil Krishna Ghose and Pradip Kumar Ghosh as his executors and/or trustees. By and under the said Will and Testament he gave bequeathed and devised amongst other all that the said First Property as well as the Second Property in favour of Smt. Smritirani Mitter and Pradip Kumar Ghosh, (hereinafter referred to as the said 'Beneficiaries').
- C. The Executors named in the said WILL and Testament filed an application in the High Court at Calcutta in its Testamentary and Intestate jurisdiction being PLA No.257 of 1997 for grant of

probate.

- D. On 7th December 1999 during the pendency of the application for Probate, Pallav Kumar Banerji one of the Executors in the said Will and Testament died leaving Sri Sunil Krishna Ghosh and Sri Pradip Kumar Ghosh as the only Executors (hereinafter referred to as the said 'Executors').
- E. In pursuance of the application for Probate the Hon'ble High Court at Calcutta was pleased to grant the probate in respect of the said WILL and Testament and as such all the properties including the First and the Second Property remain vested in the Executors.
- F. By twelve separate deed of conveyances duly registered with the Additional Registrar of Assurances, Calcutta, in Book No.I, Volume No. I the said Executors together with the said beneficiaries being the confirming parties sold and transferred the Second Property unto and in favour of 12 separate Purchasers the details of which are as follows:-

Sl. No.	Name of the Purchaser	Deed No.	Date	Pages
1	Com-tel Leasing & Finance Pvt. Ltd.	4478	23.05.2001	
2	Rajshree Gaggar	5861	03.05.2001	
3	Bhagwati Devi Gaggar	4921	23.05.2001	
4	Ratan Lal Gaggar	4914	23.05.2001	
5	Creative Garments Pvt. Ltd.	3875	03.05.2001	
6	RLG Consultants Pvt. Ltd	4481	23.05.2001	
7	Sapna Estates Pvt. Ltd.	4912	03.05.2001	

8	Anirudha Medico Centre Pvt. Ltd.	5777	03.05.2001	
9	Ritik Diagnostics Pvt. Ltd	5778	03.05.2001	
10	Fancy Properties Pvt. Ltd.	5779	23.05.2001	
11	Native Construction Pvt. Ltd.	5780	23.05.2001	
12	Abhinav Properties Pvt. Ltd.	5782	03.05.2001	

(hereinafter referred to as the said 'Erstwhile Owners')

- G. By another deed of conveyance dated 16th July, 2004 and duly registered with Addl. Registrar of Assurances, Kolkata in Book No.I, Volume No....., Pages to the said Executors sold and transferred the First Property unto and in favour of the said Erstwhile Owners.
- H. In an application for a scheme of amalgamation being no..... the Hon'ble High Court at Calcutta by an order dated amalgamated the following companies namely Creative Garments Pvt. Ltd., RLG Consultants Pvt. Ltd., Sapna Estates Pvt. Ltd., Anirudha Medico Centre Pvt. Ltd., Ritik Diagnostics Pvt. Ltd., Fancy Properties Pvt. Ltd., Native Construction Pvt. Ltd., Abhinav Properties Pvt. Ltd. into Padrone Marketing Pvt. Ltd.
- I. Thus, by virtue of the above, the Owners herein thus became entitled to ALL THAT the entirety of the First and the Second Property.
- J. The First and the Second Property has since been amalgamated in the records of the Kolkata Municipal Corporation and renumbered as No.11, Sarat Bose Road, Kolkata 700 020 comprising of a land area of approx. TOGETHER WITH building and structures standing

thereon (hereinafter referred to as the said Entire Premises and morefully and particularly described in Part-I of the First Schedule hereunder written).

K. The Owners have thereafter entered into a Development Agreement dated 25th day of January 2022 (hereinafter referred to as the said Development Agreement) with the said Promoter which has been duly registered with the Office of the Additional Registrar of Assurances - IV, Kolkata in Book No.1, Volume No.1904 - 2022, Pages 239840 to 239916. being Deed No.190402184 for the year 2022 for construction of a Residential cum Commercial Building/Project (hereinafter referred to as the said First Phase Project) on the said Entire Premises excluding parts and portions of the south-west portion (hereinafter referred to as the said Reserve Portion morefully and particularly described and mentioned in Part-II of the First Schedule hereunder written) which is under dispute and is earmarked for future construction of a residential building as part of the Second Phase project as and when the disputes are settled.

L. The said Residential Building and the said Commercial Building forming part of the First Phase Project are completely independent of each other save and except certain General Common Elements which remain in common with both the Residential and Commercial segment (morefully and particularly described in hereunder written).

M. Pursuant to the said development agreement the Promoter has obtained a sanction Plan being Building Permit No..... (hereinafter referred to as the said Sanction Plan) from the Kolkata Municipal Corporation for development and construction of a Ground plus 23 storied building residential tower/building commonly known as "ANTARES" on ALL THAT the Municipal Premises No.11, Sarat Bose Road, Kolkata 700 020 excluding the said reserve portion (hereinafter referred to as the said Premises and morefully and particularly

mentioned and described in Part-III of the First Schedule hereunder written) comprising of several Apartments/Flats/Units TOGETHER WITH staff quarter TOGETHER WITH car parking spaces TOGETHER WITH right to use common parts and portions, facilities and amenities including a Recreation Centre (hereinafter referred to as the Said Residential Tower/Building the situation whereof is delineated in the Map or Plan annexed hereto as Annexure A and bordered in Green).

- N. The Promoter further modified the said sanctioned plan by a sanction dated to the extent of obtaining permission for constructing a commercial building on the south-east portion of the said premises (hereinafter referred to as the said 'Commercial Space' the situation whereof is delineated in the Map or Plan annexed hereto as Annexure A and bordered in Blue) as well as construction of additional floor/floors in the said residential building under the provisions laid down by the Kolkata Municipal Corporation Act and Rules.
- O. The construction of the said Residential Building TOGETHER WITH the said Commercial Space are collectively referred to as the said Project/First Phase Project and the construction of the residential building in the said Reserve Portion is hereinafter referred to as the Second Phase Project as morefully and particularly described in the Third Schedule hereunder written).
- P. The Promoter had already registered the said Project under the Real Estate (Regulation & Development) Act, 2016 and the West Bengal Real Estate Development Rules vide Registration No..... and had also obtained a commencement Certificate for construction of the said Project on the basis of the said sanction Plan.
- Q. The Allottee/Purchaser applied for allotment of a residential Unit in the said project and in pursuance of such application the Promoter

and the Allottee have entered into an agreement for sale dated duly registered with the Registrar of Assurances, Kolkata in Book No.I, Volume No..... Pages to and Being Deed No..... wherein and whereby the Promoter has agreed to sell and transfer and the Allottee has agreed to purchase and acquire ALL THAT the Bare Shell Apartment/Flat/Unit No..... Type.... on the floor of the said residential Tower/Building known as "Antares" forming part of the said project now in course of construction at the said premises having a carpet area of approx. sq. ft. (more or less) TOGETHER WITH a staff room No..... on the floor of the said Building having a carpet area of approx. Sq. ft. (more or less) TOGETHER WITH "EBVT Area", if any, having an area of approx. _____ square feet (more or less) all aggregating to a _____ square feet carpet area (more or less) (hereinafter referred to as the said Unit the situation whereof is delineated in the map or plan annexed hereto and marked as Annexure and bordered in) TOGETHER WITH car parking space on floor/mechanical car park no..... at the said premises (hereinafter referred to as the Said Car Parking Space the situation whereof is delineated in the map or plan annexed hereto and marked as Annexure and bordered in...) TOGETHER WITH right to use the common passageway Together With occupiers of premises no. 11/3, Sarat Bose Road, Kolkata – 700 020 leading from Sarat Bose Road into or upon the Said Premises (hereinafter referred to as the said 'Common Passageway') TOGETHER WITH right to use all common parts and portions, facilities and amenities in the said premises and forming part of the First Phase project (morefully and particularly described in the Fifth Schedule hereunder written) TOGETHER WITH undivided impartible proportionate share or interest in the land underneath the said residential building comprised in the said Premises attributable and/or allocable to the said Unit (the said Unit, Car Parking space, common passageway and undivided shares are hereinafter collectively referred to as the said Unit and the Properties Appurtenant Thereto and morefully and particularly described in the

Fourth Schedule hereunder written) for a total consideration of Rs..... and other terms and conditions as stated herein.

- R. The Promoter has completed the said project and/or part of the said project and has obtained a Completion Certificate/partial Completion Certificate from the Kolkata Municipal Corporation being CC No.
- S. The Allottee has made payment of the said consideration amount from time to time and the entire total consideration has been paid to the Promoter alongwith all extras and deposits as defined herein and upon such payment has now requested the Promoter to execute the Deed of Conveyance in respect of the said Unit in his/her/its favour
- T. On or before the execution of this deed of conveyance the Promoter has represented and assured the Purchaser as follows:-
- i. That the said Unit is free from all encumbrances, charges, liens, lispendens, attachments whatsoever and howsoever;
 - ii. There are no litigations pending before any Court of law with respect to the said Premises except what has been stated in Clause no..... of the said Agreement for Sale
 - iii. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project;
 - iv. The Promoter has the right to enter into this Indenture and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

- v. The Promoter has not entered into any agreement for sale and or development agreement or any other agreement /arrangement with any person or party with respect to the said project, and the said unit which will, in any manner, affect the rights of Allottee under this Agreement;
 - vi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said premises) has been received by or served upon the Promoter in respect of the said Project;
 - vii. That the premises is not Waqf property.
- U. At or before execution of this Agreement the Allottee has fully satisfied himself/itself/herself as to:-
- i. The title of the Owner and the right of the Promoter in respect of the said Premises;
 - ii. The right of the Promoter to transfer and/or sell the said Unit and the Properties Appurtenant Thereto in terms of this Deed;
 - iii. Has inspected the plan sanctioned by the authorities concerned;
 - iv. Acknowledges that the right of the Purchaser shall remain restricted to the said Unit and the Properties Appurtenant Thereto and that the Purchaser shall have no right over and in respect of the other parts and portions of the said Premises except the right to use common parts and portions, facilities and installations with the other Purchasers and occupiers;
 - v. Acknowledges that the terms and conditions of this Deed are fair and reasonable;
 - vi. Has obtained independent legal advice and the Advocates so

appointed by the Purchaser have also caused necessary searches/investigation of title to be made;

- vii. Acknowledges that the said Project is going to be a very prestigious and as such the Purchaser agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter appearing;
- viii. The Purchaser has gone through all the terms and conditions set out in this Deed and has understood their respective obligations and rights detailed herein;
- ix. The Purchaser hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project.
- x. The Purchaser has fully satisfied himself/herself/itself as to the carpet area and/or the chargeable area comprised in the said Unit;
- xi. The Purchaser is fully satisfied as to the structural stability of the said residential building;
- xii. Is fully satisfied as to the workmanship and also the materials which have been used in the said Unit and/or the said Project where the said Unit is situated.
- xiii. Has received copies of the sanction plan whereby the Promoter has become entitled to undertake construction of the said Housing Project.
- xiv. That the acknowledgements assurances and confirmations as made by the Purchaser in the said agreement for sale shall remain binding upon the Purchaser.

U. The Purchaser hereby further acknowledges and confirms to

the Promoter as follows:-

- i. That he/she/it has no right over the said reserve portion which is currently under dispute and has been earmarked for future construction and/or the second phase project
- ii. That the said owners and/or the occupiers of the second phase project shall be entitled to use all common parts and portions, facilities and amenities forming part of the first phase project.
- iii. That the south east portion of the said premises has been earmarked for the said commercial building (hereinafter referred to as the said Commercial Space) and it/he/she have no right over and in respect of the said commercial space and that the said owners and/or the occupiers of the said commercial space shall be entitled to and/or utilise all common parts and portions facilities amenities forming part of the first phase project except the Recreation Centre which is solely meant for the benefit of the Unit holders and/or occupiers of the said residential building as well as for the second phase project.
- iv. That the owners and/or the occupiers of the said commercial space shall be entitled to use the said common passageway leading from Sarat Bose Road into and/or upon the said premises and shall further be entitled to park their vehicles in the said common passageway.
- v. Acknowledges and confirms that the facilities and amenities situated in the said project are available for use in common with the other unit holders and/or the occupiers of the said project.

V. The Parties are desirous of recording the same in writing.

NOW THIS DEED OF INDENTURE WITNESSETH HERETO as follows:-

SECTION ONE – DEFINITIONS

1.1 In this Deed unless it is repugnant to or inconsistent with the subject or context the following expressions shall have the meanings assigned to them as under:

1. DEFINITIONS

In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:

- i. **ACT** shall mean the Real Estate (Regulation & Development) Act, 2016.
- ii. **AGREEMENT** shall mean this agreement together with the schedules and annexure hereto and any other deed and/or document executed in pursuance hereof
- iii. **APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project
- iv. **ASSOCIATION** shall mean the Association of owners of the residential units as well as the commercial building which may be formed by the PROMOTER in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Promoter for management and administration of the common parts and portions and for rendition of common services
- v. **ADVOCATES** shall mean Gaggar & Co LLP, Advocates of No. 6 Old Post Office Street, 3rd floor, Kolkata 700 001 appointed by the PROMOTER, inter alia, for preparation of this agreement and the sale deed for transfer of the said unit.
- vi. **ARCHITECT** shall mean ABIN DESIGN STUDIO, of 62/2, Hindustan park, Kolkata – 700 029 or any other firm or architects appointed by the Promoter.
- vii. **BOOKING AMOUNT** shall mean the application money paid, i.e. 10% of the Total Consideration to the PROMOTER for booking of the said unit.

- viii. **CARPET AREA** means the net usable floor area of a unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment/unit.
- ix. **CAM CHARGES** shall mean the proportionate share of common area maintenance charges together with Goods and Service Tax (GST) as applicable to be paid by the Allottee inter alia for the maintenance of the said Residential Building and/or the said Project, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions
- x. **COMMON PARTS AND PORTIONS, FACILITIES AND INSTALLATIONS** shall mean the common areas, facilities and amenities as are available to and/or in respect of the said Residential Building and/or the said Project, as the case may be including a dedicated Recreation Centre for providing various sporting and other activities (more fully and particularly mentioned and described in the Fifth Schedule hereunder written)
- xi. **CAR PARKING SPACE/S** shall mean covered and mechanical car parking spaces in the Said Premises as intended by the Promoter in its absolute discretion for parking of motor cars.
- xii. **COMMERCIAL BUILDING** shall mean a commercial block/building to be constructed on the south-east corner/portion of the said Premises in terms of the plan duly sanctioned by the Kolkata Municipal Corporation the situation whereof is delineated in the map or plan annexed hereto as Annexure A and bordered in Blue.
- xiii. **COMMON EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Allottee for rendition of common services briefly described and without limitation in the SEVENTH SCHEDULE hereunder written.
- xiv. **COMMON FACILITIES AND INSTALLATIONS** shall mean the amenities, facilities and installations which shall remain common for all the owners and/or occupiers of the said Project including service installations as defined herein.
- xv. **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Promoter and upon formation by the Holding Organisation/Association and/or by FMC after appointment

- of the FMC as the case may be subject to the Allottee making payment of proportionate share of such maintenance charges.
- xvi. **COMMON ROOF** shall mean a divided and demarcated portion of the ultimate roof as may be determined by the Promoter which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the new building/s situated at the said premises and shall also include demarcated portion of the roof of the podium as well.
- xvii. **GENERAL COMMON ELEMENTS** shall mean certain general common area which remain in common with both the Residential and Commercial segment in Phase I
- xviii. **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- xix. **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Allottee of the said Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the PROMOTER to the Allottee to take possession of the said Unit irrespective of whether the Allottee takes actual physical possession of the said unit or not, whichever be earlier.
- xx. **DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the PROMOTER shall endeavor to make available to the Allottees the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the PROMOTER plus fifteen days.
- xxi. **DATE OF OFFER OF POSSESSION** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)
- xxii. **EXTRA PAYMENTS** shall mean the amount required to be paid by the Allottee to the PROMOTER apart from the total consideration amount including Extra Charges and Additional deposits as defined in clause 3.2.3.
- xxiii. **SOCIETY/ASSOCIATION/HOLDING ORGANISATION** shall mean a society/association/holding organisation to be formed to manage and control the said premises, the common areas and amenities comprised in the said project.

- xxiv. **UNIT/APARTMENT/FLAT** shall mean independent and self-contained residential units and/or other constructed spaces including the staff room and the EVPT area, if any, built and constructed or intended to be built and constructed by the Promoter at the said Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.
- xxv. **FIRST PHASE PROJECT/PROJECT** shall mean and include the new residential tower/building together with car parking spaces, Recreation Centre, common parts and portions and the commercial space at the said premises.
- xxvi. **SECOND PHASE PROJECT/FUTURE CONSTRUCTION** shall mean and include any residential building to be constructed in future in the said Reserve Portion forming part of the said Property.
- xxvii. **HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Unit as hereinafter stated and morefully and particularly mentioned and/or described in Clause 23(hereunder written).
- xxviii. **LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project
- xxix. **RESIDENTIAL BUILDING/PROJECT** shall mean the New Building to be known as “Antares” to be constructed by the Promoter at the said Premises in accordance with the said Plan and to comprise of various self-contained flats / units/ apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.
- xxx. **COMPLETION CERTIFICATE / OCCUPANCY CERTIFICATE** shall mean the completion certificate to be granted by Kolkata Municipal Corporation certifying completion of the first and the second phase project.
- xxxi. **PARTIAL COMPLETION CERTIFICATE** shall mean and include part completion certificate/certificates granted by the KMC from time to time upon completion of the said residential building and/or the said commercial building
- xxxii. **PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing being No.2022080096 dated 29/10/2022 and shall include all modifications or variations as may be made by the

Promoter from time to time with prior sanction from the authorities concerned if required.

xxxiii. **PREMISES** shall mean ALL THAT the entirety of the Municipal Premises No.11, Sarat Bose Road, Kolkata 700 020 containing by estimation a land area of approx. 63 cottahs 1 chittak and 24 sq. ft. TOGETHER WITH building and structures standing thereon TOGETHER WITH right of use of the common passageway leading from Sarat Bose Road into or upon the said Premises (the situation whereof is delineated in the map or plan annexed hereto and marked as Annexure and bordered in Red morefully and particularly described in the Second Schedule hereunder written).

xxxiv. **RESERVE PORTION** shall mean the demarcated portion situated on the south-west corner of the said Premises which is under dispute/litigation (the situation whereof is delineated in the map or plan annexed hereto and marked as Annexure A and bordered in Brown morefully and particularly described in the Third Schedule hereunder written)

xxxv. **RECREATION CENTRE** shall mean a dedicated building earmarked for providing various sporting and recreational facilities for the benefit of the Unit holders (the situation whereof is delineated in the map or plan annexed hereto and marked as Annexure and bordered in ...).

xxxvi. **ALLOTTEE** shall be deemed to mean and include :-

- a) In case the Allottee be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.
- b) In case the Allottee be a Hindu Undivided family, then it's Karta, cooperator or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.
- c) In case the Allottee be a partnership firm, then the partners for the time being, of the said Partnership

Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.

d) In case the Allottee be a company, then its successors or successors-in-interest.

e) In case the Allottee be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.

xxxvii. **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Units in the said building provided that where it refers to the share of the Allottee or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit)

xxxviii. **POSSESSION** shall mean the date on which possession is made over by the PROMOTER to the Allottee after occupancy certificate is obtained

xxxix. **READY TO MOVE IN** For the purpose of this part 'ready to move in possession' shall mean that the unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;

xl. **SAID UNITND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the Unit No..... on the floor of the said Residential Building forming part of the said project known as "**ANTARES**" situated at the said premises having a carpet area of approx. sq. ft. (more or less) TOGETHER WITH a staff room

No..... on the floor of the said residential building having a carpet area of approx. sq. ft. (more or less) TOGETHER WITH an EVPT area of approx. ... sq. ft. (more or less) TOGETHER WITH the car parking space/spaces No..... TOGETHER WITH right of use of the common passageway leading from Sarat Bose Road into and/or upon the said Premises TOGETHER WITH right to use common parts and portions, facilities and amenities TOGETHER WITH undivided impartible proportionate share in the land underneath the said residential tower comprised in the said premises attributable and/or allocable to the said unit (more fully and particularly mentioned and described in the **FOURTHSCHEDULE** hereunder written.

- xli. **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land underneath the said residential building comprised in the said premises attributable and/or allocable to the said unit agreed to be purchased hereunder by the Allottee and to be determined by the Promoter in its absolute discretion
- xlii. **PROMOTER/PROMOTERS** shall mean the said Party hereto of the First Part and shall include its successor and/or successors in office/interest and assigns.
- xliii. **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, main wires cables, conduits, tanks, and any other apparatus for the supply of water and forming part of common facilities and installations (morefully and particularly mentioned and/or described in the FIFTH SCHEDULE hereunder written).
- xliv. **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Allottee herein towards maintenance fund which shall be held by the Promoter and after the said new building is completed and possession is made over and upon formation of the Association the said amount shall be transferred by the Promoter to such Association.
- xlvi. **RULES** shall mean The West Bengal Real Estate (Regulation & Development) Rules, 2021.
- xlvii. **TOTAL CONSIDERATION PRICE/PURCHASE PRICE** shall mean the total price agreed to be paid by the Allottee to the Promoter in terms of this agreement morefully and particularly described in the SIXTH SCHEDULE hereunder written.

SECTION TWO – RULES OF INTERPRETATION

2.1 In this Deed (save to the extent that the context otherwise so requires):-

- i) Any reference to any act of Parliament whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii) An obligation of the Purchaser in this Deed to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done .
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this Deed.

SECTION THREE - SALE AND PURCHASE

W. **THAT** in consideration of the said Development Agreement dated and in further consideration of the said Agreement for Sale dated AND in consideration of a sum of Rs..... only of the lawful money of the Union of India well and truly paid by the Purchaser to the PROMOTER at or before the execution hereof (the receipt whereof the OWNER AND PROMOTER doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser and also the said Unit and the Properties Appurtenant thereto hereby intended to be sold and transferred) the owners do hereby sell transfer convey and/or release relinquish and disclaim all its right, title, interest into or upon ALL THAT the Bare Shell Unit No..... Type.... on the floor of the said residential Tower/Building known as “Antares” forming part of the said project at the said premises having a carpet area of approx. sq. ft. (more or less) TOGETHER WITH a staff room No..... on the floor of the said Residential Building having a carpet area of approx. Sq. ft. (more or less) TOGETHER WITH “EBVT Area”, if any , having an area of approx.____ square feet all aggregating to ____ square feet carpet area (more or less) (hereinafter referred to as the said Unit the situation whereof is delineated in the map or plan annexed hereto and marked as Annexure and bordered in) TOGETHER WITH car parking space on floor of the said residential building/mechanical car parking no..... (hereinafter referred to as the Said Car Parking Space the situation whereof is delineated in the map or plan annexed hereto and marked as Annexure and bordered in...) TOGETHER WITH right of use of the common passageway alongwith the occupiers of No. 11/3,

Sarat Bose Road, Kolkata – 700 020 leading from Sarat Bose Road into or upon the Said Premises (hereinafter referred to as the said 'Common Passageway') TOGETHER WITH right to use all common parts and portions, facilities and amenities in the said premises comprising of the general common elements and the limited common elements and forming part of the First Phase project (morefully and particularly described in the Fifth Schedule hereunder written) TOGETHER WITH undivided impartible proportionate share or interest in the land underneath the said residential building comprised in the said Premises attributable and/or allocable to the said Unit (the said Unit, the said Car parking Space, the said Common passageway Together With the said undivided shares are hereinafter collectively referred to as the said Unit and the Properties Appurtenant Thereto and morefully and particularly described in the Schedule hereunder written) TOGETHER WITH the right to use the common areas installations and facilities in common with the other co-purchaser and the owners and the other lawful occupants of the said Residential Building BUT EXCEPTING AND RESERVING such rights easements quasi easements privileges reserved for any particular units and/or the Society and/or Association of Co-owners (morefully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written) AND TOGETHER WITH all easements or quasi easements and provisions in connection with the beneficial use and enjoyment of the said Unit and the Properties Appurtenant Thereto (more fully and particularly mentioned and the described in the SEVENTH SCHEDULE hereunder written) TO HAVE AND TO HOLD the said UNIT hereby sold transferred and conveyed and every part or parts or parts thereof unto and to the use of the Purchaser SUBJECT TO the Rules and Restrictions (morefully and particularly mentioned and the and described in the EIGHTH SCHEDULE hereunder

written) and also subject to Purchaser making payment of the maintenance charges and other charges payable in respect of the said Unit and the Properties Appurtenant Thereto (such maintenance charges morefully and particularly mentioned and described in the NINTH SCHEDULE hereunder written) to the society and/or Association Holding Organisation.

SECTION FIVE – PROMOTER’S/OWNERS COVENANTS

- a) THAT notwithstanding any act deed or matter or thing whatsoever done by the PROMOTER/OWNERS or executed or knowingly suffered to the contrary the PROMOTER/OWNERS is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Unit and Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the PROMOTER/OWNERS now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Unit and the Properties Appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner aforesaid.
- c) THAT the said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lispendens debuttar or trusts made or suffered by the PROMOTER/OWNERS or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the PROMOTER/OWNERS.
- d) THAT the Purchaser shall and may at all times hereafter

peaceably and quietly hold possess and enjoy the said Unit and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the PROMOTER/OWNERS or any person or persons having or lawfully or equitably claiming as aforesaid.

- e) THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the PROMOTER/OWNERS or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT THE PROMOTER/OWNERS and all persons having or lawfully or equitably claiming any estate or interest in the said Unit or any part thereof through under or in trust for the PROMOTER/OWNERS shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Unit and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) THAT the PROMOTER/OWNERS has not any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder said Unit hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

SECTION SIX- PURCHASER'S COVENANTS

THE PURCHASER HEREBY COVENANTS WITH THE PROMOTER/OWNERS as follows:

- 6.1** THAT the Purchaser and all other persons deriving title under him/her/it shall and will at all times hereafter shall observe the restrictions/ House Rules regarding the user of the said Apartment and also the obligations set forth in the SIXTH SCHEDULE hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said Project.
- 6.2** THAT the Purchaser shall within three months from the date of execution of these presents at his/her cost shall apply for obtaining mutation of his/her name as the Purchaser and until Unit is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the Building, as may be determined and fixed by the Promoter to the Promoter and upon formation of the Association of the said Building to the said Association without raising any objection whatsoever.
- 6.3** THAT the Purchaser shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, if any, water tax, Urban Land Tax, and other levies impositions and outgoings whether presently payable or which may become payable in future (hereinafter referred to as the RATES AND TAXES) which may from time to time be imposed or become payable in respect of the said Unit and proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of such Rates and Taxes to the Promoter and shall also

pay based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year by the Promoter and/or the Association as the case may be

- 6.4** To comply with and/or ensure compliance of the various compliances set out in the said agreement for sale.

SECTION SEVEN- OTHER COVENANTS

IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- i. THAT the Undivided share in the land attributable to the said Unit and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said Unit shall always remain impartible.
- ii. THE right of the Purchaser shall remain restricted to the said Unit and the proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the general common elements as well as in the limited common elements.
- iii. The Purchaser shall observe all rules and regulations and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other owners and occupiers of the said Project and for the aforesaid purpose shall not only observe the rules and regulations which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES)
- iv. The Purchaser shall obtain separate electricity meter for the said Unit in its/his/her name at his/her/its own

- cost/expenses and the Promoter shall offer the necessary assistance. The PURCHASER agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.
- v. The Purchaser further acknowledges that in the event of the Purchaser committing breach of any of the said rules and regulations or failing to make timely payment of the proportionate share of CAM Charges then and in that event the other CO-OWNERS will independently be entitled to enforce the same against the Purchaser.
 - vi. That the purchaser has no right over the said reserve portion and the said owners are solely entitled to the said reserve portion subject to their dispute being settled and shall at all times be entitled to use all common parts and portions facilities and amenities comprised in the first phase project.
 - Vii That the Purchaser has no right over the said commercial space and the owners and/or occupiers of the said commercial space shall at all times be entitled to use the common parts and portions, facilities and amenities excluding the Recreation Centre as well as be entitled to use the common passageway leading from Sarat Bose Road into or upon the said premises including parking of vehicles at the said passageway.

SECTION EIGHT - POSSESION

- 8. **POSSESSION**
- 8.1 Simultaneously upon execution and registration of this Deed the Promoter has put the Purchaser in possession of the said Unit (hereinafter referred to as the POSSESSION

DATE) and on and from the said Possession Date the Purchaser has agreed that he/she/it shall:

- i. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Unit and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
- ii. Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Promoter and upon formation of the Association to such Association. The Purchaser acknowledges that the obligation of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchaser in making regular and timely payment of such maintenance charges the same likely to adversely affect the rights and interest of other owners and/or occupiers of various other Apartment owners in the said building.

SECTION NINE – DEFECT LIABILITY

- 9.1 It is agreed that in case any structural defect or any other defect in workmanship and not occasioned by any act deed or thing on the part of the Purchaser and if brought to the notice of the Promoter within a period of 5 (five) years from the date of the Purchaser taking over possession, 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 aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act provided that the Promoter shall not be liable to compensate if the defect is

attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.

- 9.2 Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.

SECTION TEN – FORMATION OF ASSOCIATION

- 10.1 Immediately after the execution of this Deed or so soon thereafter the Promoter shall form or cause to be formed an Association in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 (hereinafter referred to as the said Association) and the said Association shall be the representative body of the various CO-OWNERS and/or occupiers of the said Project.
- 10.2 The PURCHASER/ALLOTTEE agrees to become a member of the said Association and agrees and undertakes to sign and execute all declarations papers deeds documents and instruments as may be necessary and/or required from time to time for the purpose of formation of the said Association and in the event of the Purchaser failing to sign and execute such declarations deeds documents and instruments the Promoter as the constituted attorney of the Purchaser shall be entitled to sign and execute such

all declarations deeds documents and instruments as may be necessary and/or required from time to time for and on behalf of the Purchaser and the Purchaser hereby consents to the same

10.3 Upon formation of the said Association the various common parts and portions of the said project as detailed out in the Third Schedule hereunder written shall automatically stand vested in the said Association without any further act deed or thing

10.4 The said Association in addition to taking control and management of the common parts and portions shall also remain responsible for rendition of common services subject to each of the CO-OWNERS and/or the other occupiers shall make payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES more fully and particularly mentioned and describe in the SCHEDULE hereunder written)

**SECTION ELEVEN- APPOINTMENT OF FACILITY MANAGEMENT
COMPANY**

11.1 Until such time the said Association is formed the Promoter shall be liable to look after the common parts and portions, facilities and amenities and shall also remain liable for rendition of common services. The Promoter shall provide such services by itself or shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Promoter in its absolute discretion may deem fit and proper and the said FMC shall remain responsible for maintenance of the common parts and portions and for rendition of common

services subject to the Purchaser making payment of the proportionate share of common area maintenance charges plus 15% of such CAM Charges as and by way remuneration of the FMC.

**SECTION TWELVE-PAYMENT OF COMMON AREA MAINTENANCE
CHARGES (CAM CHARGES)**

- 12.1 The Purchaser has agreed to regularly and punctually make payment of the proportionate share of Common Area Maintenance Charges (hereinafter referred to as the CAM CHARGES)
- 12.2 The said CAM Charges shall be paid on the Estimated amounts payable for each month and upon close of each financial if the total CAM Charges paid by the Purchaser is less than the Actual CAM Charges payable by the Purchaser then and in that event the Purchaser shall be liable to forthwith make payment of the deficit amount and in the event of the Purchaser making payment in excess of the Actual CAM Charges payable by the Purchaser the same shall be adjusted and appropriated in the CAM Charges payable by the Purchaser for the following year.
- 12.3 In the event of non-payment of such CAM Charges the Purchaser shall be liable to pay interest on the amounts lying in arrears at the rate of 12% per annum and this would be in addition to any other right which the Promoter /FMC and/or Holding Organization may have for non-payment of such CAM Charges

**SECTION THIRTEEN - CONSEQUENCES OF NON PAYMENT OF
CAM CHARGES**

13.1 The Purchaser acknowledges that regular and timely payment of the CAM Charges is a must, in as much as non payment thereof is likely to adversely affect the services in the said Project and as such in the event of any default on the part of the Purchaser the other CO-OWNERS and/or occupiers shall be entitled to take an action against the Purchaser in the event of the Purchaser defaulting in making payment of such CAM Charges and in the event of the Purchaser committing default in making payment of CAM Charges and if such default shall continue for a period of three months then and in that event the Promoter / FMC /Association Organization as the case may be shall be entitled to :

1. disconnect the supply of electricity
2. discontinue the supply of water
3. prevent the use of lift
4. discontinue Generator Services

and the same will not be restored until such time the Purchaser has made payment of all amounts lying in arrears together with interest at the rate of 15% per annum and such restoration fees as may be determined by the Promoter and/or FMC and/or the Association as the case may be.

13.2 The Purchaser acknowledges that it would not be obligatory of the part of the Promoter/FMC /Holding Organisation as the case may be to give any notice regarding non-payment of CAM Charges and in any event the Purchaser waives the right to receive such notice

SECTION FOURTEEN- ROOF AND OTHER AREAS

14.1 It is hereby made expressly clear and agreed that the ultimate Roof of the said residential building whereon various

installations such as water tank, lift roof, dish antennae and other utilities are installed shall be deemed to be the Roof of the said residential building (hereinafter referred to as the ROOF)

- 14.2 The Purchaser shall enjoy the said roof Together With the other co-owners/occupiers and shall have the right of access to the said roof for the purpose of carrying out repairs and/or replacements of the said installations.

SECTION FIFTEEN – SINKING FUND

- 15.1 Taking into account that the said project is going to be one of the most prestigious project in the city of Kolkata the Promoter has created a Sinking Fund and/or Reserved Fund (hereinafter referred to as the SINKING FUND)
- 15.2 The said Sinking Fund has been created for the purpose of taking care of various capital expenditure which may be incurred from time to time and the amount lying in the said sinking fund together with the interest accrued due thereon shall be utilized for the various capital expenditure to be incurred from time to time
- 15.2 The Purchaser has paid to the Promoter a sum of Rs. ----- /- (Rupees ----- only) on account of the said Sinking Fund (the receipt whereof the Promoter doth admit and acknowledge to have been received)
- 15.3 Upon formation of the said Association the Promoter shall make over the amount lying in the said Sinking Fund after making relevant adjustment and appropriation. The Purchaser agrees not to seek adjustment and appropriation of CAM Charges towards the said Sinking Fund and in the event of the Sinking Fund getting depleted the Purchaser agrees to replenish the same with such amount as may be demanded by the Association with the intent and object that there would be no repletion of the said Sinking Fund

SECTION SIXTEEN – RECREATION CENTRE

16.1 For the benefit of the Purchaser and other CO-OWNERS of the said project, the Promoter has agreed to provide a Recreation Building/Centre on an earmarked area of the land forming part of the said Premises (hereinafter referred to as the RECREATION CENTRE). The said recreation centre shall comprise of various sporting and other facilities such as swimming pool, billiards room, table tennis room, gym, spa with steam, sauna and Jacuzzi, community hall, Card room, indoor games room, Library, Lounge, Meeting room with business centre, (hereinafter referred to as the RECREATION FACILITITES)

16.2 The said Recreation Centre will be looked after by the Association and until such time the said Association is formed the Promoter shall be responsible for maintaining and operating the said Recreation Centre.

16.3 The Purchaser and all other CO-OWNERS and other occupiers of the various units shall be entitled to use the said Recreation Centre and/or recreation facilities subject to making payment of such amount as may be determined by the Promoter and/or the Association upon its incorporation and shall strictly abide by the rules and regulations as may be framed by the Association and/or the Promoter from time to time

SECTION SEVENTEEN - DOCUMENTATION

17.1 Mr. Ajay Gaggar of Gaggar & Co. LLP., Solicitor and Advocate of No. 6 Old Post Office Street, Kolkata 700 001 being the Advocate of the Promoter/Owners has prepared the draft of this Deed and shall also be responsible for preparing all other cascading documents and instruments as may be necessary and/or required and the Purchaser agrees and commits himself/herself/itself to accept such drafts and/or deeds, documents and instruments as shall be prepared by Mr. Gaggar excepting that the CO-OWNERS shall be entitled to obtain independent advice__from their Advocates and/or__Legal

consultants but this shall not absolute the Purchaser to make payment of the fees of Mr. Gaggar.

- i) In addition to the above the Purchaser shall be liable for payment of Stamp duty, registration charges and other incidental expenses for execution and registration of the Deed of Sub Lease

SECTION EIGHTEEN – MISCELLANEOUS RULES/ COVENANTS

18.1 The Purchaser confirm(s) and undertake(s) as follows:

- i) On and from the date of execution of this Deed the Purchaser shall have no right or claim against the Promoter save and except as per applicable laws;
- ii) in all matters relating to construction of the Building(s) and/or the Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect shall be final and binding, and the Allottee shall not dispute the same or raise any objection thereto on any ground whatsoever or howsoever;
- i) in no circumstances whatsoever the Purchaser shall do any act, deed, matter or thing whereby the construction of any of the Building(s) or development of Project in general is in any manner whatsoever, hindered, obstructed or impaired with;
- ii) the right of user of the Purchaser of the Common Parts and Portions, Facilities And Amenities along with the Car Parking Space being an indivisible part and parcel of the Said Unit, shall not be transferable except along with the Said Unit (subject to and in accordance with the terms of this Deed), and each of them shall be deemed to be transferred with the Said Unit even though the same be not expressly mentioned in any future instrument of transfer;

- iii) the Promoter shall be entitled to take such steps as it deems fit and proper in the interest of preserving the aesthetics of the Building(s) and/or the Said Project including but not limited to the external façade of each of the above;

THE FIRST SCHEDULE ABOVE REFERRED TO
(PREMISES)

THE SECOND SCHEDULE ABOVE REFERRED TO
(APARTMENT AND THE PROPERTIES APPURTENANT THERETO)

ALL THAT

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS AND PORTIONS)

(Common Parts and Portions, Facilities and Installations)

PART – I

(General Common Elements of the Commercial Building)

1. The corridors lobbies stairs stairways landing and path way in the Commercial Block
2. Passage exclusive for Commercial Block
3. Overhead tanks and water pipes and other Plumbing installation
Electrical wiring, meters, fixtures for lighting the staircase lobby and other common areas of Commercial Segment
4. Windows/doors/grills and other fittings of the common Commercial Segment
5. The ultimate roof of commercial segment
6. Separate entry/exit of Commercial segment
7. Landscaping of the green area catering to Commercial

segment with respect to softscape, irrigation , lighting

8. Boundary wall of the Commercial Segment.

(Common Parts and Portions of the said Phase I and Phase II
Project)

- I. The foundation columns beam support corridors lifts stair and staircase landings entrance exits pathways driveways common passageway.
- II. Outer walls of the said residential building including all projections including elevation fitment ventilation shafts, ducts, lift wells on each floor of common pathways, driveways.
- III. Toilet and bathrooms for use of durwan, drivers, maintenance staff.
- IV. Durwans' and maintenance staffs rest room with electrical wiring switches and points, fittings and fixtures.
- V. Boundary wall of the said premises including outside of the wall and main gate.
- VI. The room for water pump and motor
- VII. RECREATION CENTRE comprising of a separate building for the purpose of community hall and other recreational activities.
- VIII. The ultimate roof in the said residential building. However, the owners/occupiers of the Phase II project shall not be entitled to the said ultimate roof in the residential building.
- IX. Parts and Portions of the said Premises provided for tube well water pump overhead tanks and underground water reservoirs water pipes.
- X. Parts and Portions of the said Premises provided for installation of transformer electrical wiring meters and other fittings and fixtures.
- XI. Generator room.
- XII. Parts and Portions of the said Premises provided for installation of lifts and lift wells.

XIII. Such other common parts and portions of the said Premises whether covered/open in and around the said Premises and/or the residential building as necessary for passage or use and occupancy of the said unit as a necessary.

XIV. The Owner/Owners/Occupiers of the said Commercial building however shall only have an easement right over the common parts and portions forming part of the said Premises for the purpose of maintenance of the common facilities and installations as stated below.

PART – II

(Common Facilities and Installations in the said Premises for the Phase I and Phase II Project)

- I. Water waste and sewerage evacuation pipes from the Units to the drains and sewers common to the Residential and Commercial building and from the Residential and Commercial Building to the municipal drain including service installations.
- II. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Residential Units as well as Commercial building.
- III. The tube well water pumps overhead tanks for supply of water to the Residential and the Commercial building.
- IV. Underground water reservoirs water pipes and other plumbing and installations for supply of water to the Residential and the Commercial building.
- V. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase and lobbies of the Residential as well as the Commercial building as well as other common parts and portions.
- VI. Lifts and its accessories.
- VII. Windows/doors/grills and other fittings in the common parts and portions.

VIII. Generator and its allied accessories.

VIII. Such other common equipments installations fixtures and fittings in the said common parts and portions as are necessary for the beneficiary of the said units forming part of the Residential building as well as the Commercial building.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Promoter/Association/FMC.

1. The right in common with the Purchaser and/or owners and occupiers of the said project and use of common part or parts of the said project including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Unit) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said project for all purposes whatsoever.
3. The right of protection for other portion or portions of the Building by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Unit or otherwise in any manner to lessen or diminish the support at present

enjoyed by other part or parts of the Building and/or the said project.

4. The right for the Holding Organization/Association and / or occupier or occupiers of other part or parts of the Project for the purpose of ingress and egress to and from such other Part or parts of the Project, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Project.
5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, fire fighting equipment as aforesaid.

THE FIFTH SCHEDULE ABOVE REFERRED TO

The under mentioned rights easements and quasi easements privileges of the Purchaser to be enjoyed along with other co-owners.

- i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the SCHEDULE HERETO.
- ii. The right of access and passage in common with the Holding Organization and/or the co-owners and occupiers of the Project

at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Project and the Said Premises.

- iii.** The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.
- iv.** The right of support shelter and protection of the Said Unit by or from all parts of the Building so far they now support shelter or protect the same.
- v.** The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Project and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.

THE SIXTH SCHEDULE ABOVE REFERRED TO

[HOUSE RULES]

- i) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the PROMOTER in the management and maintenance of the said building.
- ii) TO OBSERVE the rules framed from time to time by the PROMOTER and upon appointment of the FMC and/or formation of the Holding Organisation by such FMC and/or Holding Organisation as the case may be.
- iii) TO ALLOW the PROMOTER and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Unit and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- iv) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Sixth Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the PROMOTER and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.
- v) TO DEPOSIT the amounts reasonably required with the PROMOTER and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.

- vi) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- vii) To use the said Unit for residential purposes only and for no other purpose whatsoever or howsoever
- viii) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Unit
- ix) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Unit
- x) To keep the said Unit in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Unit

24.2 The Purchaser hereby further covenants by way of negative covenants as follows:

- i) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- ii) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.
- iii) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the

space for garbage to be provided in the ground floor of the said building.

- iv) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- v) NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- vi) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
- vii) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- viii) NOT to use the said Unit or any part or portion thereof for any political meeting nor for any dangerous, noxious or offensive trade or business.
- ix) NOT to slaughter or permit to be slaughtered any animal and/or bird nor do any act, deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
- x) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Unit nor to permit or suffered to be done into or upon the said Unit or any part thereof any act or thing which is illegal or immoral or which

shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.

- x) NOT to keep in the said Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Unit and/or any other Unit in the said residential complex
- xii) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex
- xiii) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- xiv) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.
- xv) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the PROMOTER /FMC differs from the colour scheme of the building or deviation or which in the opinion of the PROMOTER/FMC may affect the elevation in respect of the exterior walls of the said building.

- xvi) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the PROMOTER and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the PROMOTER / Architect / FMC.
- xvii) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO make in the said Unit any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the PROMOTER / FMC and / or any concerned authority.
- xix) THE PURCHASER shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities to be provided by the PROMOTER / FMC to the Purchaser and also the other owners of the units in the said Premises at their cost.
- xx) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Recreation Centre, Nursing Home,

Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed n the car parking space.

- xxi) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- xxii) NOT TO park car on the driveway, pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the PROMOTER /FMC.
- xxiii) TO ABIDE by such building rules and regulations as may be made applicable by the PROMOTER and upon appointment of the FMC by such FMC.
- xxiv) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- xxv) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- xxvi) In the event of nonpayment of such CAM charges, services and maintenance charges the Allottee/Purchaser shall be liable to pay interest at the rate of 15% per annum to the PROMOTER and upon appointment of the FMC to such FMC

and in the event such default shall continue for a period of sixty days from the date it becomes due and payable then and in that event without prejudice to any other rights which the PROMOTER and or FMC may have the PROMOTER and / or the FMC shall be entitled to carry out the following namely:

1. To discontinue the supply of electricity.
2. To discontinue / disconnect the supply of water.
3. To withhold the services of lifts to the Purchaser and the members of their families and visitors and the same shall not be restored until such time the Purchaser having made full payment of the amounts due with interest at the aforesaid rate.
4. To discontinue the facility of DG power back-up.

The Purchaser hereby consents to such action as stated above required to be taken by the Promoter and/or the FMC in case of such default on part of the Purchaser in making payment of the CAM charges and/or other charges applicable.

xxvii) In the event of non-payment of any of the amounts payable by the Purchaser to the PROMOTER / FMC/ Holding Organization, the PROMOTER / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the said Unit g and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Unit and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the Unitt as usually are or ought to be.
3. Keeping the gardens and grounds of the propertygenerally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the drive way when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Premises.
6. Paying such workers as may be necessary in connection with the upkeep of the Premises.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the propertyas may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming part of the Premises.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained premisesand providing such additional lighting apparatus as the Association may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Building or any part thereof excepting in so far as the same are the responsibility of the individual owners/ occupiers of any Unit.
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual lessee of any Unit.
15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any of the occupants of any of the Unit.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the Seller/occupier of any Unit.
18. The Purchase maintenance renewal and insurance equipment as the Seller may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule. Insurance of fire fighting appliances and other equipment for common use and maintenance renewal and insurance of the common television aerials and such other equipment as the Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Management company/Holding organisation it is reasonable to provide.
21. Such time to be fixed annually as shall be estimated by the Holding Organisation(whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this Schedule to be or expected to be incurred at any time.
22. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Association and shall only be applied in accordance with unanimous or majority decision of the members of the Association and with the terms of this Schedule.
23. The Allottees under the scope of these presents undertakes to reimburse and / or pay the proportionate charges towards the diesel expenses for providing substitute backup for electricity in the form of generator services to the extent of such proportionate KVA load allocated and / or taken by the Allottees herein in respect of their unit in the Project and such expenses incurred shall be reflected and / or incorporated in a separate bill which shall be raised on every English calendar month. In the event if any Allottees makes a default in making such payment for consecutive two months in such a situation the Association shall have the unfettered right to withdraw such facility without giving any prior notice or intimation whatsoever. Be it further stated herein that these charges shall have to be borne by the Allottees herein over and above the monthly maintenance charges

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

SIGNED AND DELIVERED

BY THE OWNERS at Kolkata

in the presence of:

SIGNED AND DELIVERED

BY THE PROMOTER at Kolkata

in the presence of:

SIGNED AND DELIVERED

BY THE PURCHASER at Kolkata

in the presence of:


PS Group Realty Pvt. Ltd.