

**THIS INDENTURE** is made on this  
Twenty Three **BY AND BETWEEN**

day of

Two Thousand

**M/S. KKMM CONSTRUCTION PRIVATE LIMITED (CIN NO. U70200WB2009PTC137276) (PAN NO.AADCG6790M)**, a company incorporated under the Companies Act, 1956 and existing company within the meaning of Companies Act, 2013 and having its registered Office AT 9/12, Lal Bazar Street, 3<sup>rd</sup> Floor, Room No. 3049B, Kolkata – 700001, P.O. – G.P.O., P.S.-Hare Street, represented by its Director, **SRI KARAN KOCHAR (PAN NO. ALMPK8040M)**, son of Jagat Kochar, residing at 82, Bidhan Nagar Main Road, Segment – II, Flat No. 13B, Kolkata – 700067, hereinafter referred to as “the **OWNER/PROMOTER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors or successor-in-interest and/or assigns) of the **ONE PART AND**  
 .....  
 .....  
 ..... hereinafter collectively called "the **ALLOTTEE(S)/PURCHASER(S)**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives and assigns) of the **OTHER PART**.

**WHEREAS THE PROMOTER DECLARES THAT,-**

- A. The Owner **M/S. KKMM CONSTRUCTION PRIVATE LIMITED** is the absolute and lawful Owners of inter alia **ALL THAT** the amalgamated piece and parcel of Bastu land measuring 16 Cottahs 13 Chittacks 40 Sq.ft. equivalent to 27.8323 Decimals comprised in C.S. Dag No. 187 and 188 corresponding to R.S. Dag No. 329, 329/917 and 330 corresponding to L.R. Dag No. 3531 and 3533, under R.S. Khatian No. 43 corresponding to L.R. Khatian No. 4140, 4262, 4263, 4264, 4265 and 4282 corresponding to present L.R. Khatian No. 4381 (in the name of **M/S. KKMM CONSTRUCTION PRIVATE LIMITED**), lying and situated J.L. No. 26, Mouza – CHAKRAGHATA, above Plots are adjacent to each other and/or in one Block, Touzi No. 146, R.Suv. 164, within the municipal limit of Madhyamgram Municipality, in Ward No. 21, under Holding No. 12, 12A & 14 of Bireshpally (North), under P.S. Barasat at present Madhyamgram, A.D.S.R.O. – Barasat, District – 24 Paraganas (hereinafter referred to as the “**Said Land**”) morefully and particularly described in the **SCHEDULE “A”** hereafter written, vide Sale Deeds and other chain of title as mentioned in Schedule “G” hereto. At present Karan Kochar, Kunal Kochar and Vishal Garg are the Directors of the Owner/Promoter.

- B. The said land is earmarked for the purpose of building a mainly residential and partly commercial project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as **"SOLITARE"**.
- C. The Owner/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed and completed.
- D. The Owner/Promoter is entitled to receive consideration money from the Intending Purchasers as well as to sign, execute and register the Deed of Conveyance, lease and/or agreement and make representation to various authorities concerned including Mandhyamgram Municipality.
- E. The Owner/Promoter declares that he said land is free from all encumbrances, charges, lien, mortgage and attachment.
- F. The Madhyamgram Municipality has granted the commencement certificate to develop the Project vide approval dated \_\_\_\_\_ bearing no. \_\_\_\_\_;
- G. The Promoter has duly constructed and continue to construct the multistoried building in the said premises in accordance with the plan duly sanctioned by The Madhyamgram Municipality .
- H. The Allottee/Purchaser (s) has taken inspection of all the title deeds and plans and has made all necessary searches and is fully satisfied about the representation, plan, right and title of the Vendors/Owners and the Promoter and the Allottee/ Purchaser shall not be entitled to and agree not to raise any objection and/or make any query with regard thereto.
- I. The Allottee/Purchaser has applied for an apartment in the Project for allotment of the Designated Apartment more fully described in the **SCHEDULE "B"** hereunder written, being **"ALL THAT** the Residential Flat / Apartment bearing No. \_\_\_\_\_ containing carpet area of \_\_\_\_\_ Square feet (Super built up area of \_\_\_\_\_ square feet)on the \_\_\_\_\_ floor of the Block No. \_\_\_\_\_ constructed in a portion of the said land **Together with** the right to park \_\_\_\_\_ number of \_\_\_\_\_ car parking space **[(Parking No. \_\_\_\_\_ in between Block \_\_\_\_\_)]** as delineated in the Master Plan annexed hereto duly bordered therein **"GREEN"** and marked as **SCHEDULE "C"** and **Together with** pro-rata share in the Common Areas and Installations more particularly described in the **SCHEDULE "D"** hereto.
- J. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.

- K. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, etc., applicable to the Project.
- L. In accordance with the terms and conditions set out in Agreement for Sale dated \_\_\_\_\_ and registered at the Office of Additional Registrar of Assurance \_\_\_\_\_ Kolkata, in Book No. I, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_ and as mutually agreed and modified upon by and between the Parties, the Promoter/ Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Designated Apartment being described in **SCHEDULE "B"** hereunder written.
- M. That the Owners/Vendors and Developer/Promoter have agreed to sell and the purchaser has agreed to acquire and/or purchase the said Apartment/Flat being **Residential** Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ Floor in the Block No. "\_\_\_\_\_" having a carpet area of \_\_\_\_\_ Sq.ft. (super built up area of \_\_\_\_\_ Sq.ft.) and together with \_\_\_\_\_ number of \_\_\_\_\_ car parking space [**(Parking No. \_\_\_\_\_ in between Block \_\_\_\_\_)**] together with proportionate undivided impartible share in the land beneath the building attributable to the said Apartment as fully described in the **SCHEDULE "B"** and in the manner and on the terms and conditions as mentioned herein.

**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 paid by the Allottee/Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Vendors and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the consideration towards the proportionate share in the land attributable to the Designated Apartment and of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Allottee/Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do and each one of them hereby sell and transfer unto and to the Allottee/Purchaser their respective entitlements in ALL THAT the Designated Apartment being No. \_\_\_\_\_ on the \_\_\_\_\_ Floor of Block No. \_\_\_\_\_, having a carpet area of \_\_\_\_\_ Square feet (being Super Built up area \_\_\_\_\_ Square feet), morefully and particularly mentioned and described in SCHEDULE "B" hereto AND TOGETHER WITH right to use the Common Areas in common with the Vendors and 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 Allottee/Purchaser absolutely and forever TOGETHER WITH AND/OR SUBJECT TO the easements quasi-easements and other stipulations and provisions in favour of the Allottee/

Purchaser and the Promoter/Vendors as morefully and particularly described in the SCHEDULE "E" written hereunder hereto AND SUBJECT TO the covenants, terms and conditions as contained in the Schedules hereto and on the part of the Allottee/Purchaser to be observed, fulfilled and performed.

II. **AND THIS DEED WITNESSETH** and it is agreed and declared by and between the parties hereto that this Deed supersedes all previous agreements and/or arrangements broachers, advertisements/representations and/or understanding between the parties hereto in respect of the said Building Complex, the said Apartment and properties Appurtenant thereto **AND** proportionate undivided share in the said premises. The terms of this Deed will prevail and binding between the parties and the Purchaser in future will not raise any claim in respect thereof. The Purchaser agrees and undertakes that the Purchaser shall not do any act deed or thing whereby the Vendors and Developer/Promoter are prevented from constructing, developing, amalgamated with adjacent Plot, selling transferring and/or dealing with any other parts and portions of the said Entire Premises and using the common passage, amenities and facilities.

III. **AND THE VENDORS AND PROMOTER DO AND EACH ONE OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER(S)** as follows :-

(a) **THAT** notwithstanding any act deed matter or thing whatsoever done by the Vendors/Promoter or executed or knowingly suffered to the contrary the Vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Apartment hereby granted sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use trust encumbrances or make void the same.

(b) **THAT** the said Apartment hereby sold granted and conveyed or expressed or intended so to be is now free from all claims, demands encumbrances, liens, attachments, leases, lispense, debuttar or trust made or suffered by the Vendors and the Promoter or any person or persons having lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendors/ Promoter.

(c) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold posses and enjoy the said Apartment and the properties appurtenant thereto and shall be entitled to receive all the rents, issues and profits thereof without any lawful evictions, interruption, claims or demands whatsoever by the Vendors/ Promoter or any person or persons having lawfully or equitably claiming as aforesaid.

(d) **THAT** the Purchaser shall be freed, cleared and absolutely discharged saved kept harmless and indemnified against all estate charges, encumbrances, liens, attachments, lispense, debuttar or trust or claim and demands whatsoever created occasioned or made by the Vendors/Promoter or any person or persons lawfully or equitably claiming as aforesaid.

(e) **AND FURTHER THAT** the Vendors/Promoter and all persons having or lawfully or equitably claiming any estate or interest in the said Apartment or any part thereof through under or in trust for the Vendors/Promoter 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 be made done and executed all such further lawful acts, deeds or things whatsoever for further better or more perfectly assuring the said Apartment and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

(f) The buildings and the premises shall be initially managed and maintained by the Promoter. The Promoter, after completion of the building and sale of such number of Apartments as may be decided by the Promoter, in its absolute discretion, shall hand over the maintenance of the building to a Holding Organization to be formed by the Promoter.

(g) **THAT** the Vendors and Promoter do and each one of them doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to his/her/their attorney/s or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said Premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

**IV. AND THE PURCHASER/ALLOTTEE SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS HEREBY CONVEYED WITH THE VENDORS/PROMOTER AND EACH ONE OF THEM RESPECTIVELY** as follows :-

- (a) That the Purchaser and all other persons deriving title under her/his/themselves shall and will at all times hereafter observe the restrictions regarding the users set forth in the House Rules in **SCHEDULE "I"** hereunder written.
- (b) **THAT** the Purchaser shall at all times hereafter (from the date of notice for possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, Goods and Service Tax , Water tax, Urban Land Tax, if any, and other levies impositions and outgoing including maintenance and service charges which may from time to time be imposed or become payable in respect of the said Apartment and proportionately for the Building Complex as a whole and for the common parts and portions.

- (c) The Purchaser shall in due course apply for and obtain mutation of his/her/their name or names as the owner or owners of the said Apartment from the Barrackpore-II Dev.Block North 24 Paraganas and shall also obtain separate assessment of the said Apartment and so long the said Apartment is not separately assessed, the Purchaser shall pay the proportionate share of the municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Promoter and upon formation of the Association by such Association/Society/Service Company.
- (d) The Purchaser aware that certain work of construction, finishing work, common facilities and amenities, passages in the said Building Complex has not been completed as yet and agrees and hereby allows the Promoter more time to complete the same including with the workmen and building materials and free ingress and egress and will never raised any objection. The Promoter expects to complete the said Project within December, \_\_\_\_\_ and obtain the Completion Certificate from the Madhyamgram Municipality. The Purchaser or any one claiming through her/his/their assure and undertake not to do any kind of act deed or things which may prevent or delay in completion of the projects including common area and facilities and development of adjacent plot. The Purchaser is aware that the Promoter intend to make construction of the adjacent plot and for this purpose, will use the common passage facilities and amenities of the Project which the Purchaser hereby grants permission. The Promoter is also entitled to make addition, alteration in the Sanction Plan or user or any part or portion of the said premises and/or constructed portion or make additional construction either Horizontal or Vertical. The promoter is also entitle to use the vacant space for Car Parking or other use save and except the Common Passage for free ingress and egress with car. The Purchaser is aware that completion Certificate has not yet been received and this registration was made at the request of the Purchaser only.
- (e) The Purchaser shall neither use nor transfer any other space, portion and common portion other than the flat/space/ Apartment, common portion and common right only being transferred by the Vendors/ Promoter herein in favour of the Purchaser, by these presents. The Purchaser has no right, title, interest and claim in respect of other space.

**V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows :-**

After completion of the execution and registration of these presents in favour of the Purchaser, the Purchaser may deal with or dispose off or assign or alienate the said Apartment subject to the following conditions :-

- (a) That the undivided share in the land beneath the Building comprised in the said premises hereby sold and transferred and attributable to the said Apartment shall always remain indivisible and impartible.
- (b) The right of the Purchaser shall remain restricted to the said Apartment.
- (c) The said new building and/or the Housing Complex shall always be known as **"SOLITARE"** and the Purchaser undertakes not to change the name at any point of time.
- (d) The proportionate share of the Purchaser in respect of any matter referred to under this Conveyance shall be such as may be determined by the Promoter and the Purchaser agrees and undertakes to accept the same notwithstanding there being variations;
- (e) The Promoter/Developer/Vendors are entitled to make further construction in any part of the said entire land or adjacent land including over the roof or additional floor over the roof of any building constructed thereon with the use of the common passage, area and facilities and amenities for which the Purchaser/Allottee granted her/his/their unconditional consent.
- (f) The Purchaser undertakes that they will not raise objection for the same on the ground of inconvenience including noise, dust, obstruction of the common passage or area with building materials or otherwise.
- (g) The right of the Purchaser regarding the Undivided Share shall be variable depending on further/additional constructions either horizontal or vertical and development, if any, that may be made by the Developer/Promoter from time to time in future and the Purchaser hereby consents/recorded her/his/their No Objection for the same. Any such variation shall not affect the Agreed Consideration and no claim or objection can or shall be raised regarding the same by the Purchaser under any circumstances including in the event of reduction of the proportionate share of the Purchaser in the Land and the Common Portion. However the Developer/Promoter shall ensure that there is no change or damage to the Purchaser's Apartment.
- (h) The Promoter shall be entitled to erect, maintain and/or to permit and/or grant rights to outside/third parties to erect and maintain hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs of the Buildings and/or other areas in the Buildings and/or the Premises without being required to pay any charges for the same to the Apartment Owners or anyone claiming through them. Neither the Apartment Owners (including the Purchaser) nor the Association nor any other entity shall be entitled to object or to hinder the same in any manner whatsoever.



- (i) The transfer of the said Apartment by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein and/or shall run with the said Apartment and/or subsequent transfer. The person(s) to whom the Purchaser may transfer/alienate the said Apartment, shall enter into a Deed of Adherence for being bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.
- (j) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the said Apartment payable to the Developer/Promoter or the Maintenance Agency /Association and New Town Kolkata Development Authority will be paid by the Purchaser in full prior to the proposed transfer/ alienation by the Purchaser. Such dues, if any, shall in any event, run with such proposed transfer.
- (k) At or before entering into these presents, the Purchaser has made himself/herself/themselves aware that the said Apartment is a part of the residential and partly commercial complex of the said new building and the Purchaser agrees to maintain the decency of the said **NEW BUILDING** and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to have adverse affect to the decency of the said residential complex.
- (l) The Purchaser shall make arrangements for obtaining separate electricity meter in her/his/their name or names for the said Apartment from the concern authorities and the Purchaser shall be liable and agrees to regularly and punctually make payment of the electricity charges directly to concern authorities.
- (m) The Promoter and Vendors are entitled to and authorized to sale or use the open space surrounding to the building including user as car parking space save and except common passage.
- (n) The Vendors and Promoter will have the exclusive and unfettered right to exploit the open spaces of the said new building or any other open parts and portions of the said premises or building vertically or horizontally and the Purchaser hereby consent to the same.

**VI. AND THE PURCHASER DOTH HEREBY FURTHER AGREES AND COVENANT WITH THE VENDORS/DEVELOPER/PROMOTER AND EACH ONE OF THEM RESPECTIVELY** as follows :-

- i) Until the formation of the Holding Organization/Association/ Society which may include a Service Company to be formed by the Promoter or any person authorized by the Promoter shall continue to provide maintenance and services for the common parts and portions and security of the said new building **SUBJECT HOWEVER** to the Purchaser regularly and punctually

making payment of the maintenance and service charges to the Developer more fully and particularly mentioned and described in the **SCHEDULE "I"** hereunder written.

ii) The Developer/Promoter alone shall be entitled and the Purchaser hereby authorise the Developer to form the Holding Organization/ Association/Society and/or service company with such rules and regulations as the Developer/Promoter shall think fit and proper and the Purchaser hereby further commits herself/himself/themselves to become a member of the said Holding Organization and to abide by the rules and regulations as may be framed from time to time.

iii) The maintenance charges shall be paid by the Purchaser regularly and punctually and in the event of any default on the part of the Purchaser in making payment of such maintenance charges, the Purchaser shall be liable to pay interest at the rate of 12% per annum **PROVIDED HOWEVER** if the said default continues for a period of more than 90 days from the date of payment becoming due then and in that event the Vendors and/or Promoter and/or the Holding Organization/Association/Society service company as the case may be shall :-

- (a) discontinue the use of common services.
- (b) discontinue the supply of water.
- (c) prevent use of the lifts and Generators and such services shall not be restored until all the amounts together with interest shall be fully paid and shall be liable to pay such expenses for such disconnection period as well as reconnection charges as may be decided by the Promoter and/or the Holding Organization.

iv) The amounts, if any, deposited by the Purchaser as and by way of Sinking Fund/Development Fund shall continue to remain with the Promoter until such time the Holding Organization/Association/Society/Service company takes over and the said Sinking Fund/Development Fund shall be applied towards the capital expenditures as and when becoming necessary. It is being expressly agreed and declared by and between the parties hereto that in no event the Purchaser shall be entitled to cause the said Sinking Fund/Development Fund to be adjusted towards arrears of municipal rates taxes and other outgoings including maintenance charges.

v) The right of the Purchaser shall remain restricted to the said Apartment and in no event the Purchaser or any person claiming through her/his/their shall be entitled to stretch or expand its claims over and in respect of the other parts of the building AND the Purchaser hereby further covenant and assure that she/he/them shall not interfere with the rights of the Vendors/Promoter in constructing developing or selling transferring leasing out or letting out the any Apartments or any other portion and to carry out repairs renovations and improvements in the said building complex or any part or portion thereof.

**THE SCHEDULE "A" ABOVE REFERRED TO :**  
**Details of the Land**

**ALL THAT** the amalgamated piece and parcel of Bastu land measuring 16 Cottahs 13 Chittacks 40 Sq.ft. equivalent to 27.8323 Decimals comprised in C.S. Dag No. 187 and 188 corresponding to R.S. Dag No. 329, 329/917 and 330 corresponding to L.R. Dag No. 3531 and 3533, under R.S. Khatian No. 43 corresponding to L.R. Khatian No. 4140, 4262, 4263, 4264, 4265 and 4282 corresponding to present L.R. Khatian No. 4381 (in the name of **M/S. KKMM CONSTRUCTION PRIVATE LIMITED**), lying and situated J.L. No. 26, Mouza – CHAKRAGHATA, above Plots are adjacent to each other and/or in one Block, Touzi No. 146, R.Suv. 164, within the municipal limit of Madhyamgram Municipality, in Ward No. 21, under Holding No. 12, 12A & 14 of Bireshpally (North), under P.S. Barasat at present Madhyamgram, A.D.S.R.O. – Barasat, District – 24 Paraganas.

**THE SCHEDULE "B" ABOVE REFERRED TO**

1. **DESIGNATED APARTMENT :** **ALL THAT** the Apartment/Unit No. \_\_\_\_\_ containing a carpet area of \_\_\_\_\_ Square Feet more or less and being a total super built-up area of Unit \_\_\_\_\_ Square Feet more or less on the \_\_\_\_\_ floor of the Block No. \_\_\_\_\_ of the Project commonly known as "**SOLITARE**" constructed in a portion of land morefully described in the Schedule "**A**" hereinabove.
2. **PARKING :** \_\_\_\_\_ number of \_\_\_\_\_ car parking spaces [(**Parking No.** \_\_\_\_\_ **in between Block** \_\_\_\_\_)].

**THE SCHEDULE "C" ABOVE REFERRED TO**  
**(Floor Plan of the Apartment)**

**THE SCHEDULE "D" ABOVE REFERRED TO:**  
**Specification Amenities Common Areas and Installations**  
**(which are part of the Project)**

**Common Portions**

(Common Areas and installations in respect whereof only right of use in common shall be granted)

- a) The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways.
- b) Drains and sewers from the premises to the Municipal Duct.

- c) Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
- d) Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
- e) The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
- f) Boundary walls of the premises including outer side of the walls of the building and main gates.
- g) Fire pump and motor with installation.
- h) Water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- i) Transformer if applicable electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
- j) Windows/doors/grills and other fittings of the common area of the premises.
- k) Generator its installations and its allied accessories.
- l) Lifts and their accessories installations and spaces required therefore.

#### Common Amenities

- a) Landscaped Garden
- b) Community Hall
- c) Club House
- d) Gym / Health Club
- e) Children play Area
- f) Joggers Track in Open Space
- g) Well-Lit-Roads, cemented road
- h) Block wise 2 Automatic Lift
- i) Surveillance System

- j) Round the clock Security
- k) Back-up-Generator as mention
- l) Fire Fighting System
- m) Water Filtration Plant
- n) Intercom
- o) Swimming Pool

**THE SCHEDULE "E" ABOVE REFERRED TO**  
(Easements, Quasi-easement and Privileges Reserved)

The under mentioned rights easements and quasi-easements privileges and appurtenances shall be reserved for the Vendors and Promoter and/or the society.

1. The right to use the common passage (excluding open Car Parking Space) for free ingress to and egress from Road.
2. The right of passage in common with the Allottee/Purchaser s/s and other person or persons as aforesaid of electricity, water and soil from and to any part other than the said unit or parts or the said building through pipes, drains, wires conduits, lying or being in under through or over the said unit so far as may be reasonably necessary for the beneficial use and occupation of the other part or portions of the said building for all purpose whatsoever.
3. The right of protection for other portion or portions of the said constructed building by all parts of the said unit as far as they now protect become vested which shall not be disturbed by the Allottee/Purchaser s/s by means of structural alterations to the said unit or otherwise in any manner to lesson or diminish the support at present enjoyed by other part or parts of the said building.
4. The right by the Vendors and/or occupier or occupiers of any part or parts of the building for the purpose of ingress and egress including the front entrances, staircase electrical installations open and covered space and other common passages or paths of the said building.
5. The right of vendors 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 for such pipes, sanitation, drains wires, cables walls, roofs and conduits lights as aforesaid **PROVIDED ALWAYS** the vendors and other person or persons shall give to the Allottee/ Purchaser/s twenty-four hours prior notice in writing of their intention for such entry as aforesaid.

**THE SCHEDULE "F" ABOVE REFERRED TO**  
(Covenants and Restrictions)

1. Not to physically sub-divide the said Unit.
2. Not to do any act, deed or thing or obstruct the construction and completion of the said building in any manner whatsoever notwithstanding any temporary obstruction in the Allottee/Purchaser's enjoyment of the said unit.
3. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Unit or in the compound or any portion of the said building excepting in the spaces for garbage to be provided in the ground floor of the said building.
4. Not to store or bring and allow to be stored and brought in the said unit or in and around the staircase, lobby, landings or other common areas or installations of the Building any goods articles or things including goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the said building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
5. 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 constructions of the said building or any part thereof.
6. Not to fix or install air-conditioners in the said Unit save and except at the places which have been provided in the said unit for such installation.
7. Not to do or cause anything to be done in or around the said Unit which may cause or intend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment of any open passage or amenities available for common use.
8. Not to damage or demolish or cause to be damaged or demolished the said Unit or the fittings and fixtures thereto or any part thereof at any time.
9. Not to close or permit the closing the verandahs or lounges or balconies and lobbies and common parts and portions and also not to alter or permit any alteration in the elevation and outside color scheme of the exposed walls of the verandahs, lounges or any external walls or the facade of external doors and window, including grill or grill box or cover or any other apparatus outside the exterior of the said Unit which in the opinion of the Promoter any affect the elevation in respect of the exterior walls of the said new building.

10. Not to do nor 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 said building is insured.
11. Not to make in the said unit structural addition and/or alteration such as beams, columns, partition walls, etc. except with the prior approval in writing of the Promoter with the sanctioned of the concerned authorities.
12. Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings surviving the other flats in the building.
13. The Allottee/Purchaser/s shall not fix or install any antenna on the roof or terrace of the said building.
14. Not to use the said unit or permit the same to be used for any purposes whatsoever other than residential purposes 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 purposes or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or entertainment Centre, Eating or catering place, Dispensary or a meeting place or for any industrial activities whatsoever and similarly shall not keep in the parking space anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction thereon or on any part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles of the car parking space shall not be allowed.
15. Not to let out or part with possession of the parking space if so agreed to be acquired by the Allottee/Purchaser, independent of the said flat and not to use the parking space or permit the same to be used for any purpose whatsoever other than parking car.
16. Not to park any car on the pathway or open spaces of the said building or at any other place except the space allocated to him, if any.
17. Not to park cars either in the Car parking Spaces or in any other places in such way to obstruct the movement of other cars.
18. No name writing, letter box, drawing sign board plate neo-sign board or placard of any kind shall be put on in any window on the exterior of the said unit or on the outside wall of the Buildings so as to be visible from outside the said unit. Save at the place as be approved or provided by the Promoter Provided however nothing contained herein shall prevent the Allottee/Purchaser to put a decent name plate on the outface of the main door of the said flat or unit.

19. No cloths or other articles shall be hung or exposed outside the said unit nor there be any exhibition of ugly or objectionable articles that might be visible from outside. No mat or any other articles shall be taken out of the windows of the said unit. In the event of such cloths, articles or things being hung or exposed the Promoter/Maintenance Association shall have right to pull out or remove such clothes, articles and things and all costs, charges and expenses incurred in respect thereof shall be paid borne and discharged by the Allottee/Purchaser/s.
20. No animals or pets which may cause annoyance to any other owner/occupiers of the other unit in the said building shall be kept in the said unit.
21. The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the Common Passage or any specified amenities mentioned in SCHEDULE "D" and which can be used for parking "Open Parking Areas". For part of use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter to those Allottees who do not otherwise have parking space in the Project. The Allottee 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 allottee nor to disturb the use of the allotted parking space by the concerned allottee.
22. The Promoter duly explain and Allottee understand that as per law the extra F.A.R. is permissible apart from sanction plan or after amalgamated with the adjacent plot and the allottee hereby grant consent and appoint the promoter as his/her/its authorized attorney to grant and sign all the paper and documents which may be necessary to obtain, modified or renewed or fresh Building Sanction Plan with extra available F.A.R. or comply with Green Building or other norms and authorized the promoter to make additional floors/addition or alteration in the Project with change in location of size and place of the Clubs, Lawn, Car Parking Space and amenities provided however, the carpet area of that Designated Apartment and Floor allotted to the allottee will remain unchanged.
23. The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits, rent including Sale Price thereof 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 Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Barrackpore-II Dev.Block North 24 Paraganas and upon complying with the applicable provisions of the Act and/or Rules.



24. Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas.
25. In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
26. The Promoter shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the said Premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Agreement) in such manner as the Promoter shall in its absolute discretion think fit and proper.
27. The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, at the cost of the Association to which the Allottee hereby agrees.
28. Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and/or the Owners exclusively.

The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

29. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated hereto.
30. The Allottee shall be and remain responsible for and indemnify the Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the New Building/s or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
31. In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkeep by and at the costs and expenses of the allottee thereof.

**THE SCHEDULE "G" ABOVE REFERRED TO**  
**(Common Expenses)**

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs and expenses for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover

switches, fire-fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.

7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen **etc.**, including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE SCHEDULE “H” ABOVE REFERRED TO**  
**(Devolution of Title)**

**Short Description of title of Mouza – Mouza – Talbanda, P.S. Ghola, District North 24 Parganas.**

A. By a registered Patta dated 18.07.1928 and registered in the Office of Barrackpur and recorded in Deed being No. 1086 for the year 1928 one Sri Mani Ram Mandol, therein referred to as the landlord (who was holding the land under the Zamindari of Amulya Charan Ghosh) granted a patta in favour of Binod Bihari Mondal, therein referred to as a patta holder, the said Sri Amulya Charan Ghosh granted the Mokarari Patta in respect of a land measuring 36 Sataks lying and situated in Mouza Talbanda, P.S. – Ghola, District -24 Parganas (North) and in favour of the aforesaid Patta holder. Subsequently after coming into the force of Estate Acquisition Act the Binod Bihari Mondal became the Raiyat under the State of West Bengal.

B. By a Deed of Sale/Kobala dated 31.10.1944 and made by and between Binod Bihari Mondal therein referred to as the Vendor of the One Part and Sri Gour Mohan Ghosh, son of Lalit Mohan Ghosh therein referred to as the Purchaser of the Other Part and registered at the Office of Sub-Registrar Barrackpur in Book No. 1, Volume

No. 13 Pages 274 to 276, Being No. 909 for the year 1944 the Vendors therein for the consideration and on the terms as contained therein duly sold and conveyed to the purchaser therein ALL THAT the piece and parcel of land measuring 36 Sataks situated under Dag No. 515/726, R.S. Khatian No. 191ka and 194 under Mouza – Talbanda, Touzi No. 193, J.L. No. 28, Resa No. 104, under P.S. Ghola, District 24 Parganas (North) more fully and particularly described in the Schedule thereunder written and morefully described in the First Schedule hereunder written.

C. By virtue of Deed of Partition dated 5.7.1974 made between Sri Kali Mohon Ghosh, therein described as the First Party and Sri Gour Mohan Ghosh therein described as the Second Party and Sri Krishna Mohan Ghosh therein described as the Third Party and Sri Chandra Mohon Ghosh therein described as the Fourth Party and Sri Indra Mohan Ghosh therein described as the Fifth Party and Smt. Annapurna Ghosh therein described as the Sixth Party and Smt. Jayanti Pal therein described as the Seventh Party and Sova Ghosh therein described as the Eight Party which was registered at the Office of the Sub-Registrar Barrackpur in Book No.I, Volume No. 56, Pages – 42 to 62, Being No. 2661 for the year 1974 the parties themselves partition the various properties as fully mention therein. By and under the said Deed of Partition the said Gour Mohan Ghosh was absolutely allotted to the exclusion of other ALL THAT a land measuring 37 Satak morefully described in the Second Schedule hereunder written.

D. Thus Sri Gour Mohan Ghosh, son of Lalit Mohan Ghosh, residing at Village Talbanda, P.S. – Kharda, District 24 Parganas (North) hereinafter referred to as the Vendor) became the Owners of the said 36 Satak of land and 37 Satak of land having a total measurement of 73 Sataks equivalent to 44 Cottahs 5 Chittack morefully and particularly described in the First and Second Schedule hereunder written and hereinafter collectively referred to as the said premises.

E. By an Indenture of Sale dated 15<sup>th</sup> March, 2012 and registered with the office of the Additional Registrar of Assurance II Kolkata, in Book No. I, CD Volume No. 12, Pages 464 to 4669 being Deed No. 03317 for the year 2012 made by and between Sri Gour Mohan Ghosh, therein referred to as the Vendor/Owner of the One Part and Natural Multistoried Pvt. Ltd. and Others therein collectively referred to as the Purchasers of the Other Part, the Vendor therein for the consideration and on the terms and conditions as mentioned therein duly transferred, sold and conveyed upon the purchasers All That the piece and parcel of land measuring 40 Cottahs 3 Chittacks 3 Sq.ft. out of 44 Cottahs 5 Chittacks more or less all situated at Dag No. 515 and 515/726 under L.R. Khatian No. 126, Mouza – Talbanda, J.L. No. 28, P.S. Ghola, District North 24 Parganas.

F. The short details of the respective Owners' mutation of the said property is as follows :-

<b><u>L.R.</u></b> <b><u>Khatian</u></b>	<b><u>Name</u></b>	<b><u>L.R. Dag No.</u></b> <b><u>515</u></b>	<b><u>L.R. Dag No.</u></b> <b><u>515/726</u></b>
<b>2382</b>	<b>Natural Multistoried Pvt. Ltd.</b>	<b>0.05</b>	<b>0.05</b>
<b>2384</b>	<b>Daisy Infra Project Pvt. Ltd.</b>	<b>0.05</b>	<b>0.04</b>

<b>2378</b>	<b>Acquet Trading Pvt. Ltd.</b>	<b>0.05</b>	<b>0.04</b>
<b>2383</b>	<b>Caravan Holdings Pvt. Ltd.</b>	<b>0.05</b>	<b>0.04</b>
<b>2380</b>	<b>Deepti Promoters Pvt. Ltd.</b>	<b>0.06</b>	<b>0.04</b>
<b>2381</b>	<b>Lakshmi Narayan Projects Pvt. Ltd.</b>	<b>0.06</b>	<b>0.04</b>
<b>2379</b>	<b>Amaravati Heights Pvt. Ltd.</b>	<b>0.05</b>	<b>0.04</b>

**Total 0.66 Acres i.e. 40 Cottahs 3 Chittacks 3 Sq.ft.**

**The conversion of the said land was also made dated 18.04.2017 from Danga/Bagan to Bastu.**

G. By a Development Agreement dated 25<sup>th</sup> March, 2022 made by and between (1) NATURAL MULTISTORIED PVT. LTD. 2) DAISY INFRAPROJECTS PVT. LTD., 3) ACQUET TRADING PVT. LTD. 4) CARAVAN HOLDINGS PVT. LTD. 5) DEEPTI PROMOTERS PVT. LTD., 6) LAKSHMINARAYAN PROJECTS PVT. LTD., 7) AMARAVATI HEIGHTS PVT. LTD. therein collectively referred to as the Owners and M/S. KKMM CONSTRUCTION PRIVATE LIMITED therein referred to as the Developer, duly registered in the Office of the Additional Register of Assurance-I, Kolkata in Book No. I, Volume no 1901-2021, pages No. 323856 to 323958 having Being No 190105568 of year 2021, in respect to **ALL THAT** the amalgamated piece and parcel of Bastu land measuring 40 Cottahs 3 Chittacks 3 Sq.ft. (out of 44 Cottahs 5 Chittacks) equivalent to 73 Satak (excluding an area of 4 Cottahs on the back side of Dag No. 515/726). The said land is in Dag No. 515 having an area 37 Satak and 515/726 having an area of 29 Satak (aggregating to 66 Satak) (Part) R.S. Khatian No. 191Ka and 194, L.R. Khatian No. 2382, 2384, 2378, 2383, 2380, 2381 and 2379, under Mouza – Talbanda above Plots are adjacent to each other and/or in one Block, J.L. No. 28, under P.S. Ghola, District 24 Parganas

H. The Owners have delegated the power to the Promoter which are duly executed and registered on 13<sup>th</sup> September, 2021 before Additional Registrar of Assurance I, Kolkata in Book No. I, Volume No. 1901-2021, Page 370297 to 370344, Being No. 190106545 for the year 2021.

I. The plans for construction of the said Buildings has been sanctioned by The Madhyamgram Municipality has granted the commencement certificate to develop the Project vide approval dated 21.12.2022 bearing no. 1618/BKP-II PS.;

**THE SCHEDULE “I” ABOVE REFERRED TO**  
**(HOUSE RULES)**

**HOUSE RULES :** The Allottee binds himself/herself and covenants to abide by the following rules, regulations and restrictions (“House Rules”):

1. To use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent of the Promoter in writing first to be obtained and the same from Developer and shall not do or permit to be done any obnoxious, injurious, noisy dangerous hazardous illegal or immoral activity in/at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners of the said designated Apartment.
2. That unless the right of parking is expressly granted and mentioned hereinabove written ("Parking Facility"), the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said premises (including at the open spaces in the said Land) nor claim any right to park in any manner whatsoever or howsoever.
3. In case the Allottee applies for and is granted parking space thereof, the facility of such parking shall be subject to the following conditions:-
  - i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay and default.
  - ii) The Allottee shall not park any motor car, two wheeler or any other vehicles at any other place in the said Project (including at the open spaces in the said Land) nor claim any right to park in any manner whatsoever or howsoever;
  - iii) The Allottee shall use the Parking Facility, only for the purpose of parking of his medium size motor car that could comfortably fit in the allotted parking spaces and/or two wheeler as the case may be.
  - iv) No construction or storage of any nature shall be permitted in/at any parking space nor can the same be used for rest, recreation or sleep or servants, drivers or for any person whosoever.
  - v) The Allottee shall not park any vehicle of any description anywhere within the Project save and only at the place, if agreed and to be granted to the Allottee.
  - vi) The Allottee shall not grant transfer let out or part with the Parking Facility independently/separately apart from the Designated Apartment nor vice versa but with the only exception being that the Allottee may transfer the Parking Facility independently/separately apart from the Designated Apartment or vice versa only to any other Co-owners 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 authorities, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
  - ix) The terms and conditions upon the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility. No two wheeler/three wheeler/bike, scooter will be park inside the complex without the written permission/Allotment by the Developer and/or Maintenance Association. No Car will park on the common passage.
  - x) Any use of the Mechanical Parking System by the allottee Co-owners 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 whatsoever for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
4. In case the facilities pertaining to Play Area, Gym and Plunge Pool as if available and provided to the Allottee then the Allottee binds himself/herself and agrees as follows: -
- i) The said facilities may be used by the Allottee and its family members residing at the Designated Apartment is common with other persons who may be permitted by the Maintenance-in-Charge. In case any visitor or guest of the Allottee, desires to avail such facilities, the Allottee 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.
  - ii) The Allottee shall comply with all rules and regulations as framed by the Maintenance In-Charge for proper management and use thereof. It is expressly agreed and clarified that the use of the said facilities shall be used by the Allottee with due care and caution and the role of the Promoter shall only be to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Allottee shall not hold the Promoter liable in any manner whatsoever for any accident or damage while enjoying any such facilities by the Allottee or his/her/their family members or any other person or persons. In particular and without prejudice to the generality of the foregoing provisions, the Allottee shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-Charge from

time to time for the use of the Community Hall for hosting his/her private functions or ceremonies, if permitted by the Promoter or the Maintenance In-Charge in writing and the Promoter or the Maintenance In-Charge shall be at liberty to refuse the same without assigning any reason thereof.

5. The use of the Common Areas including but not limited to the recreation Facility shall be done by the Allottee using with due care and caution and the role of the Promoter shall only be to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for the maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner whatsoever for any accident or damage while enjoying the Common Areas including any recreation other Facilities by the Allottee or his/her/their family members or any other person or persons. In doing and in carrying out the said fit out works, the Allottee shall be obliged to adhere to the following :
6. Not to make any construction or addition or alteration or enclose any Common Areas 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.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
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 Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right to install window/split air-conditioners at the place/s provided therefor in the said Apartment.
9. To apply for and obtain separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 1 (One) year from the date of possession, at his/her own costs.
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 Said Buildings 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 Said Building or any part thereof.

11. Not to close or permit blocking of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the buildings.
12. In case any Open Terrace be attached to any Designated apartment then the same shall be a right appurtenant to such Designated apartment and the right of use and enjoyment thereof shall always travel with such Designated Apartment and the following rules terms, conditions and covenants shall be applicable on the Allottee thereof in relation thereto.
  - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently ( i.e. independent apart from the Designated Apartment owned by such Allottee in the said buildings).
  - ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner including Shamianas etc.
  - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - iv) Not display of 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.
13. Not to use the ultimate roof of the Buildings or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
14. Not to install or keep or operate any generator in the Designated Apartment or in the balcony/verandah if attached thereto, 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 said Land save the battery operated inverter inside the said Apartment.

15. 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.
16. To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Designated Apartment in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particulars and without prejudice to the generality to the foregoing, the Co-owners shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his/her Agents to sleep or squat in the common passage/lobby/terrace/ corridors/loft room/garden etc.
18. 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.
19. To allow the Maintenance In-Charge and its authorised representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Said Buildings 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 Designated Apartment within seven days of giving of a notice in writing by the Maintenance-In-Charge to the Allottee thereabout.
20. 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 said Land by the Owner and the Promoter and all other persons entitled thereto.
21. 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.
22. 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 conditions so as to support shelter and protect the other units/parts of the Said Buildings 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 Said Apartment.

23. Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Said Building or may cause any increase in the premia payable in respect thereof.
24. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
25. To co-operate with the Maintenance In-Charge in the management maintenance control and administration of the Project and the said Land and other Common Purposes.
26. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said 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 waster therein or in the Common Areas and the said Land/Building.
27. To maintain the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him at his/her own costs and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Madhyamgram Municipality, 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.
28. Not to alter the outer elevation or façade or colour scheme of the Said Buildings (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 things on the exterior of the Said Building 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.
29. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

30. Not to slaughter or kill any animal in any area (including common areas/parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
31. Not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony/terraces etc., nor cover the same in any manner, including Shamianas etc.
32. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
33. Not to use the Designated Apartment 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.
34. To allow and permit the Promoter the following rights and authorities : -
  - i) 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 Owners, suppliers and providers of facilities including but not limited to setting upon telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services there from by the Owners/suppliers/service provider) against applicable charges and terms and conditions there for. The Promoter shall be entitled to put up or permit for 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 Buildings 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.
35. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings : -

- i) Property tax and/or Municipal rates and taxes and water tax, (if any), assessed on or in respect of the Designated Apartment and Appurtenances 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 Allottee shall pay to the Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Land.
- ii) All other taxes land revenues, 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 Appurtenances or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-Charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and/or the Appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.
- iii) Electricity charges for electricity consumed in or relating to the Designated Apartment and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss) and until a separate electric meters are obtained by the Co-owners for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Co-owners shall pay electricity charges to the Maintenance In-Charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-Charge shall be liable to pay the same to the concerned service provider.
- iv) Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment and the Appurtenances 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 and/or the Appurtenances, 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.

- v) Proportionate share of all Common Expenses to the Maintenance In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-Charge, recurring monthly maintenance charges calculated @ Rs.3/- (Rupees Three) only per Square foot per month of the carpet area of the Designated Apartment and balcony/ verandah/ open terrace. 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.
  - vi) Proportionate share of the operation, fuel and maintenance cost of the generator, charges for enjoying and/or availing power equivalent to 1 (one) watt per Square Feet of built-up area of the respective units from the common Generator installed/to be installed and the same shall be payable to the Maintenance In-Charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Co-owners, proportionately to the Promoter and the appropriate authorities as the case may be.
  - vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 35.1 All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-Charge within the 7<sup>th</sup> 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 Allottee or in the letter box earmarked for the Designated Apartment provided that any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default.

- 35.2 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- 35.3 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay interest at the prescribed rate as per the Act or Rules on all the amounts in arrears to the Maintenance-In-Charge, and without prejudice to the aforesaid, the Maintenance In-Charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Allottee and his/her employees, customers agents tenants or licensees and/or the Said Apartment.
- 35.4 The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages, costs, claims, demands and proceedings occasioned to the premises 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 Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 35.5 The amount mentioned above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and Installations and the Allottee 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, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is above to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be and nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.

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

**SIGNED, SEALED AND DELIVERED** by the **VENDORS/OWNERS** at the Kolkata in the presence of:

**M/S. KKMM CONSTRUCTION PRIVATE LIMITED**

**(SRI KARAN KOCHAR)**

DIRECTOR

**SIGNED SEALED AND DELIVERED**  
by the **ALLOTTEES/PURCHASER (S)**  
at Kolkata in present of :

As per Xerox copy of the document supplied by the parties and believing upon the documents and as per instruction of Allottees/Purchaser(s) the document have been drafted and prepared at my Office.

***Nabanita Deb Roy***

Advocate

WB/1728/2003



**MEMO**

**RECEIVED** of and from the within named Allottee/  
Purchaser the within mentioned sum of **Rs.**  
\_\_\_\_\_/- (Rupees \_\_\_\_\_  
\_\_\_\_\_) only being  
the full consideration money as per memo below :- **Rs.** \_\_\_\_\_/-

**MEMO OF CONSIDERATION**

By Various Cheques **Rs.** \_\_\_\_\_/-

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**Rs.** \_\_\_\_\_/-  
=====

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

**WITNESSES:**

- 1.
  
  
  
  
  
  
  
  
  
  
- 2.

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**DATED THIS      DAY OF                      , 2023**

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**BETWEEN**

**M/S.      KKMM      CONSTRUCTION  
PRIVATE LIMITED**

**.... VENDOR/OWNER**

**AND**

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**.....ALLOTTEE(S)/PURCHASER(S)**

**I N D E N T U R E**

**NABANITA DEB ROY,**  
Advocate  
10, Kiron Shankar Roy Road,  
Kolkata -700 001.