

## CONVEYANCE DEED

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

### BY AND BETWEEN

#### 1 PROMOTER:

- 1.1 MUSADDI PROPERTIES LLP** (having PAN ABQFM0344L) a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 10C, Ho Chi Minh Sarani, Post Office – Little Russell Street, Police Station - Shakespeare Sarani, Kolkata - 700071 represented by its Partner Vikash Musaddi son of Late Vijay Kumar Musaddi of 10C, Ho-Chi-Minh Sarani, Middleton Row, Kolkata - 700071, Police Station - Shakespeare Sarani, Post Office - Middleton Street, (having Aadhaar No. 7702 1780 0190 and PAN AFCPM7475E), hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

**AND**

#### 2 PURCHASER

- 2.1** \_\_\_\_\_ hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

**AND**

#### 3 VENDORS:

- 3.1 DEVYANSH PROPERTIES PRIVATE LIMITED** (having PAN AAHCD0048D and CIN U70109WB2018PTC229407), a Company incorporated under the Companies Act, 2013 having its Registered Office at 10/C, Ho-Chi-Minh Sarani, Ground Floor, Kolkata - 700071, Police Station - Middleton Street, Post Office - Shakespeare Sarani;
- 3.2 JEEN MATA HOME BUILDERS PRIVATE LIMITED** (having PAN AAECJ4291K and CIN U70200WB2018PTC229506), a Company incorporated under the Companies Act, 2013 and having its Registered Office at 10/C, Ho-Chi-Minh Sarani, Ground Floor, Kolkata - 700071, Police Station - Shakespeare Sarani, Post Office - Middleton Street;

- 3.3 MUSADDI BUILDERS PRIVATE LIMITED (having PAN AAMCM3245J and CIN U70109WB2018PTC229519),** a Company incorporated under the Companies Act, 2013 and having its Registered Office at 10C, Ho-Chi-Minh Sarani, First Floor, Flat No. 101, Kolkata - 700071, Police Station - Shakespeare Sarani, Post Office - Middleton Street;
- 3.4 PRIYANSHI PROPERTIES PRIVATE LIMITED (having PAN AAKCP2604G and CIN U70100WB2018PTC229408),**a Company incorporated under the Companies Act, 2013 and having its Registered Office at 10/C, Ho-Chi-Minh Sarani, Ground Floor, Kolkata - 700071, Police Station - Shakespeare Sarani, Post Office - Middleton Street;
- 3.5 VANYA BUILDCON PRIVATE LIMITED (having PAN AAGCV7360R and CIN U70200WB2018PTC229520),**a Company incorporated under the Companies Act, 1956 and having its Registered Office at 10/C, Ho-Chi-Minh Sarani, Ground Floor, Kolkata - 700071, Police Station - Shakespeare Sarani, Post Office - Middleton Street;
- 3.6 PRIYANSHI REALCON PRIVATE LIMITED (having PAN AAKCP2809H and CIN U70200WB2019PTC229607),** a Company incorporated under the Companies Act, 2013 and having its Registered Office at 10/C, Ho-Chi-Minh Sarani, Ground Floor, Kolkata - 700071, Police Station - Shakespeare Sarani, Post Office - Middleton Street;
- 3.7 MUSADDI REALTORS PRIVATE LIMITED (having PAN AAMCM3332Q and CIN U70100WB2019PTC229594),** a Company incorporated under the Companies Act, 2013 having its Registered Office at 10/C, Ho-Chi-Minh Sarani, Ground Floor, Kolkata - 700071, Police Station - Shakespeare Sarani, Post Office - Middleton Street;
- 3.8 VANYA GRIHA NIRMAN PRIVATE LIMITED (having PAN AAGCV7230E and CIN U70200WB2018PTC229353),** a Company incorporated under the Companies Act, 1956 having its Registered Office at 10/C, Ho-Chi-Minh Sarani, Ground Floor, Kolkata - 700071, Police Station - Shakespeare Sarani, Post Office - Middleton Street;

The Vendors are represented by their Constituted Attorney Musaddi Properties LLP vide Power of Attorney Dated 21<sup>st</sup> May 2022 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2022 Pages 615271 to 615319 Being No. 190408874 for the year 2022, (represented by its Authorized Signatory Vikash Musaddi son of Late Vijay Kumar Musaddi residing at 10/C Ho-Chi-Minh Sarani Post Office - Little Russel Street Police Station - Shakespeare Sarani Kolkata- 700071 having PAN AFCPM7475E) and are hereinafter jointly referred to as "the **VENDORS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors-in-interest and assigns);

**AND**

\_\_\_\_\_, an Association registered under the \_\_\_\_\_ and having its office at \_\_\_\_\_ and represented by \_\_\_\_\_ hereinafter referred to as "the **Association**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest) of the **FOURTH PART**:

*\*\*{Note : Making of Association as a party is subject to the Association being registered at the material time. If no Association is formed, several provisions in the format deed in connection with Association will undergo changes}*

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

#### **I. WHEREAS:**

- A. The Vendors are the absolute and lawful owners of **All That** pieces or parcels of land admeasuring 0.84865 acre or 84.865 satak more or less and comprised of portion measuring 48.095 satak or 0.48095 acre more or less (out of 17.65 acre) comprised in L.R. Dag No. 5312 and 36.77 satak or 0.3677 acre more or less (out of 0.68 acre) comprised in L.R. Dag No. 5311 all recorded in L.R. Khatian Nos. 59360, 59370, 59371, 59372, 44081, 44083, 44082 and 44084 in Mouza Bally J.L. No. 14, Police Station Nischinda Durgapur Avaynagar –I in the District of Howrah fully described in **Schedule A** hereto (hereinafter referred to as the "**Project Land**"). The particulars of the sale deed whereby the Vendors purchased the Project Land and other devolution of title in respect of the Project Land is mentioned in **Schedule A-1** hereto.
- B. The Vendors and the Promoter entered upon a Development Agreement dated 1<sup>st</sup> September, 2021 and registered with Additional Registrar of Assurances-IV, Kolkata. (hereinafter referred to as "the **Development Agreement**") for development of a building complex on the Project Land and the transfer and administration thereof and a power of attorney dated 21<sup>st</sup> May 2022 and registered with Additional Registrar of Assurances-IV, Kolkata was also executed by the Vendors in favour of the Promoter. The Promoter has, under the Development Agreement, the exclusive rights to sell or otherwise Transfer the entire units and other transferable spaces and rights in the Project and to receive the price and other amounts in respect thereof and the Vendors and the Promoter agreed to receive their respective share of the price in the manner mentioned in the Development Agreement.
- B. The Project Land is earmarked for the purpose of building a residential project comprising two multistoried apartment buildings ("**Buildings**") as per plans sanctioned by Howrah Zilla Parishad vide plan No. 132/032/HZP/PS, dated 1<sup>st</sup> October 2021 as modified on \_\_\_\_\_ ("**sanctioned building plans**" which

expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidation and revisions made thereto). The Project Land with the Buildings is hereinafter referred to as "the **Project**". The Project bears the name Bally Sky High. The Promoter has caused to be constructed the Project and obtained the Occupancy Certificate in respect of the Building/s on \_\_\_\_\_.

- C.** The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- D.** By Agreement for Sale dated \_\_\_\_\_ (hereinafter referred to as "the **Sale Agreement**"), made between the Promoter, the Purchaser and the Vendors, the Promoter and the Vendors agreed to sell to the Purchaser (as Allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** Apartment No. \_\_\_\_\_ having Carpet Area of \_\_\_\_\_ square feet more or less, type Standard, on a portion of the \_\_\_\_\_ floor (more particularly described in **Schedule B** and hereinafter referred to as "the said **Unit**") along with parking facility for \_\_\_\_\_ (\_\_\_\_\_) motor car to be used by the Purchaser as permissible under the applicable laws (hereinafter referred to as "the **Parking Facility**") Together With pro rata share in the land and in the common areas (as mentioned in the **SCHEDULE D** hereto and hereinafter referred to as "**Common Areas**") and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project. The Unit, the Parking Facility, if any and pro rata share of the land and Common Areas are hereinafter collectively referred to as "the **Designated Apartment**".
- E.** The Purchaser has paid the entire consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only payable for sale of the Designated Apartment under the Sale Agreement and the Vendors and the Promoter have apportioned and received the respective amounts receivable by them out of the same. The Vendors have agreed to complete the sale of the pro rata undivided share in the Land in the manner herein stated.
- F.** The Purchaser is aware of the disclosures made by the Promoter under the Sale Agreement and also hereunder. The Purchaser has inspected the Designated Apartment and the Complex and satisfied himself about the construction and specification thereof and area of the Designated Apartment and the Common Areas provided and has no complaints or objection thereabout. The Purchaser has also gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein including the Additional disclosures and details contained in the said Agreement and in this Deed and has accepted the same and is fully satisfied thereabout.

**G.** As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed<sup>1</sup>.

**H.** The Parties hereby confirm that they are signing this Deed with the full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.

**II** **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and out of the same the Vendors hereby admit and acknowledge the receipt of apportioned sum towards the prorate share in the Project Land attributable to the said Unit and Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors, to the extent of their respective entitlement, do hereby sell and transfer unto and to the Purchaser **ALL THAT** the said Unit No. \_\_\_\_ morefully and particularly mentioned and described in **Schedule B** hereto together with parking facility if granted to the Purchaser and if so and as specifically mentioned in the said **Schedule B AND TOGETHER WITH** right to use the Common Areas and Installations in common with the Vendors and the Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule C** hereto **AND SUBJECT TO** the Purchaser observing, fulfilling and performing House Rules and other covenants, terms and conditions

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

as contained herein below and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

- IIA. And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors do hereby sell and transfer to the Association <sup>2</sup>undivided proportionate title to the said Land attributable to the Unit and the Vendors and the Promoter, to the extent of their respective entitlement, do hereby sell and transfer to the Association undivided proportionate share and title to the other Common Areas absolutely. If any further document or instrument is required, in law, to be executed and registered to further confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

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

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

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

- a. The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.

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

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

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

- 1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
  - (i) The Purchaser shall have exclusive ownership of the said Unit.
  - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association<sup>3</sup> has been conveyed the undivided proportionate share in the Common Areas.

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

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

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

Areas as members of the Association as stipulated in clause IIA hereinabove.

- (iii) the Purchaser shall use the Common Areas along with the Vendors, the Promoter, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association<sup>4</sup>.
2. **SINGLE UNIT:** The Purchaser agrees that the Designated Apartment along with Parking Facility (if any) shall be treated as a single indivisible unit for all purposes.
3. **INDEPENDENT PROJECT:** It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per **Schedule D** being the Common Areas and Installations shall be available only for use and enjoyment of the Co-owners of the Project.<sup>5</sup>
4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and the Vendors accepts no responsibility in regard to matters specified in this para above. The

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<sup>4</sup>In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

<sup>5</sup>Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution



Purchaser shall keep the Promoter and the Vendors fully indemnified and harmless in this regard.

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

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<sup>6</sup>In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Purchaser is aware and accepts that the Association<sup>7</sup> is to be the ultimate Maintenance In-charge and is and shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.
10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of the Promoter as per the Sale Agreement relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of occupancy certificate and/or partial occupancy certificate of the building in which the Unit is situated, it shall be the duty of the Promoter to rectify such defects without further charge, within **30 (thirty)** days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to force majeure or normal wear and tear or any act or omission of the Purchaser or any other Co-owner or Association and/or any other person or if the portion/item alleged to have the defect has not been maintained in a proper good and repaired condition has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the Association/ maintenance in charge or competent authority or if the defect arises due to force majeure. The Purchaser is aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause.
11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/Maintenance In-charge shall have right of unrestricted access of all Common Areas and Installations, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or Maintenance In-charge to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise,

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<sup>7</sup>In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

with a view to set right any defect or for inspection and requiring the Purchaser to remedy any want of repair.

12. **USAGE: Use of Service Areas:** The service areas if any located within the Project Land may be ear-marked for purposes such as parking spaces and services including but not limited to STP, transformer, compactor, DG set, underground water tanks, Pump rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans and such areas can be shifted to any other place in the Project at the sole discretion of the Promoter. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the Association formed by the co-owners for rendering maintenance services

**13. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

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

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

- 13.2 In connection with the Additional Costs and Deposit payable by the Purchaser under the Sale Agreement, it is agreed by and between the parties hereto that the same does not include the following amounts which shall be payable by the Purchaser additionally:-
- (a) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Purchaser and shall be paid proportionately, if levied as a whole on the Project and wholly, if levied specifically on the Designated Apartment (including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Purchaser further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Purchaser in any manner whatsoever.
  - (b) Purchaser's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project and Electricity Meter Charges.

- (c) Fees and expenses, if any, payable to the any authority towards Sale or Transfer Permission fees.
- (d) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/regulations.
- (e) Security Deposit and other expenses as may be required by the WBSEDCL or any other electricity provider for individual meter in respect of the Designated Apartment directly with the WBSEDCL or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.
- (f) Stamp Duty and Registration Charges and all other applicable/incidental charges in respect of this Deed and/or any future contracts in pursuance hereof.
- (g) Fixed miscellaneous charges for registration of this Deed and/or any other contract shall be paid by the Purchaser to the Promoter.
- (h) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.
- (i) Proportionate costs of formation of Association and handover to Association.

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

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

### 13.3 **Maintenance In-charge:**

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

within the stipulated times and to pay the proportionate costs of formation and operationalization for the Association.<sup>8</sup>

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

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

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

13.4.1 The Designated Building contain certain Common Areas as specified in **PART - I** of **SCHEDULE D** hereto and the Purchaser shall have the right to use the said Common Areas in common with the Vendors, the Promoter, the other Co-owners of the said Designated Building and other persons as may be permitted by the Promoter.

13.4.2 The Project contains certain Common Areas as specified in **PART - II** of the **SCHEDULE D** hereto which the Purchaser shall have the right to use the said Common Areas in common with the Vendors, the Promoter and other Co-owners of the Project and other persons as may be permitted by the Promoter.

13.4.3 Save those expressed or intended by the Promoter to form part of the Common Areas as per the **SCHEDULE D** hereto, no other part or portion of the Project shall be claimed to be a part of the Common Areas by the Purchaser either

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<sup>8</sup> In case the Association is formed before the execution of this Deed, this clause will be suitably amended

independently or in common with any other Co-owner(s). In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking spaces including the Mechanical Parking System shall neither be nor be claimed to be a part of the Common Areas.

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

### 13.5 **Unit Related:**

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

### 13.5.2 **Area Calculations:**

- (i) **Carpet Area:** The carpet area for the said Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, the areas under services shafts, and the area under the exclusive balcony but includes the area covered by internal partition walls of the said Unit.
- (ii) **Balcony Area:** The net usable area of the exclusive covered balcony/balconies (if any) attached to the said Unit.
- (iii) **Built-up Area:** The built-up area for the said Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common

between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.

- (iv) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided \_\_\_\_\_ Square feet more or less.
- (v) **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_\_ Square feet more or less.

13.6 **Housing Loan by Purchaser:** In case the Purchaser, with the prior written consent of the Promoter, has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone. In no event the Vendors, the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.

### 13.7 **Activity Centre Related:**

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

13.7.2 **Facilities:** The Promoter has erected, installed and/or made available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned. A list of the facilities of the Activity Centre as has been provided **PART-III** of **Schedule D** hereto<sup>9</sup>.

13.7.3 **Activity Centre Costs:** All costs and expenses for and relating to the Activity Centre Facilities (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the co-owners of the Project. The Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In

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<sup>9</sup> Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Activity Centre may be used by the Purchaser alongwith family members residing at the Unit in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail such facilities, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

**13.7.4 Commencement of Operation of the Activity Centre:** The Promoter shall endeavor to get the Activity Centre operational after the entirety of the Project is complete and made ready. The Purchaser accepts and confirms that the date of completion of construction of the Designated Apartment shall have no connection and correlation with the Activity Centre becoming operational and that the Purchaser shall not raise any claim or objection in this regard<sup>10</sup>.

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

## **13.8 Overall Project Related :**

**13.8.1 Car Parking Areas:** The Project contains open and covered mechanical parking spaces as per sanctioned plans and completion plan. In addition, the Project also

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<sup>10</sup> Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution



contain open spaces which are not forming part of the Common Areas which can be used for parking (hereinafter referred to as the "**Open Parking Areas**"). For a regulated and disciplined use of these spaces, the Promoter has reserved the right to allot parking rights in these Open Parking Areas exclusively to the co-owners who need the same and apply for the same with preference being given by the Promoter to those co-owners who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes neither to raise any dispute nor objection in respect of the allotment of parking made by the Promoter in respect of the Open Parking Areas to any other co-owner nor to disturb the use of the allotted parking space by the concerned co-owner.

13.8.2 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same in the manner and on the terms and conditions deemed fit and proper by the Promoter.

13.8.3 **Non Obstruction in Project:** The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any addition or alteration of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.

13.8.4 **Architect:** Unless changed by the Promoter, Messrs. Raj Agarwal & Associates shall be the Architect for the Project.

13.8.5 **Name of the Project:** The Project is now being conceptualized to bear the name Bally Sky High but the decision on naming of the Project may undergo change if so decided by the Promoter. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

### 13.9 **Future Expansion Related:**

13.9.1 The Purchaser accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project including additional floors/storeys on the buildings and other vertical and horizontal expansion and commercial exploitation.

13.9.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Schedule D**. The Promoter shall take any further consent, if required, from the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld. The Purchaser hereby authorizes and empowers the Promoter to do so as the attorney of the Purchaser.

13.10 **HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Purchaser shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Purchaser shall be obliged and responsible to comply with strictly:

13.10.1 to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Unit or any activity which may cause nuisance or annoyance to the Co-owners.

13.10.2 Unless the right of parking is expressly granted and mentioned in **Clause 2** of the **SCHEDULE B** hereunder written ("**Parking Facility**"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Purchaser in deviation or violation of this clause and/or the applicable conditions for Parking Facility.

13.10.3 In case the Purchaser has applied for and has been allotted Parking Facility, the same shall be subject to the following conditions:

- (i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default.
- (ii) The Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever.
- (iii) The Purchaser shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his small sized motor car that could comfortably fit in the allotted Parking Facility and/or two wheeler, as the case may be.
- (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
- (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.

- (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Unit nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-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 legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be superceded by such legislation, rule, bye-law or order and for which the Purchaser shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
  - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this deed shall all be covenants running with the Parking Facility.
  - (x) In case the Purchaser is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility or any other Co-owners in the Project.
  - (xi) In case the Purchaser is provided facility of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the Parking Facility if taken by the Purchaser in the Mechanical Parking System shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.
- 13.10.4 In case the Purchaser has not been agreed to be granted any Parking Space, the Purchaser shall not park any motor car, two-wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever
- 13.10.5 The use of the Common Areas including but not limited to the Activity Centre shall be done by the Purchaser using due care and caution and the role of the Promoter is only to provide the initial infrastructure in respect of the Common Areas (including the Activity Centre) and appoint agencies for maintenance of

- the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Activity Centre by the Purchaser or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Activity Centre.
- 13.10.6 Not to make any construction or addition or alteration or enclose any Common Areas, the Activity Centre nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 13.10.7 Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas, the Activity Centre mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 13.10.8 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Unit **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Unit.
- 13.10.9 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within **6 (six) months** from the date of possession.
- 13.10.10 Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Building/s at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Building/s at the Project or any part thereof

- 13.10.11 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 13.10.12 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 13.10.13 Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the said Building or the Project Land save the battery operated inverter inside the Designated Apartment.
- 13.10.14 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 13.10.15 Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 13.10.16 No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 13.10.17 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the said Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 13.10.18 To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Vendors and the Promoter and all other persons entitled thereto.
- 13.10.19 To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
- 13.10.20 To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the said Building and not to do or cause

- to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- 13.10.21 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Building or may cause any increase in the premia payable in respect thereof.
- 13.10.22 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Promoter, the Vendors or to the other co-owners of the said Building. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the said Building and/or the Project Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-charge.
- 13.10.23 To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Purchaser.
- 13.10.24 Not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Project.
- 13.10.25 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
- 13.10.26 Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
- 13.10.27 To use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 13.10.28 To maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and

- to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Howrah Zilla Parishad, WBSEDCL Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 13.10.29 Not to alter the outer elevation or façade or colour scheme of the said Building (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the 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.
- 13.10.30 Not to install any box grill at the Designated Apartment or any of this windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects.
- 13.10.31 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 13.10.32 Not to use the Unit and the Parking Facility, if any or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners
- 13.10.33 Not to change/alter/modify the names of the Project and/or the Building therein from those mentioned in this Deed.
- 13.10.34 Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.
- 13.10.35 The Purchaser agree, declare and confirm that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole

discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

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

13.11 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):

13.11.1 Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Municipality and/or any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land.

13.11.2 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or any component thereof or the Building or the Project Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the Project Land or any part thereof.

13.11.3 Electricity charges for electricity consumed in or relating to the Unit.

13.11.4 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.



- 13.11.5 Proportionate share of all Common Expenses (including those mentioned in **SCHEDULE E** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. 2.50 (Rupees two and paise fifty) only per Square foot per month of the of the Unit Area for CAM. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- 13.11.6 Parking Facility Maintenance Charges amounting to Rs. 1200/- per annum per Parking Facility, if any.
- 13.11.7 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 13.11.8 Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per the prevalent rates.
- 13.11.9 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 13.12 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.
- 13.12.1 The maintenance charges do not include any payment or contribution towards the Activity Centre payable by the Purchaser as per stipulations made elsewhere in this Deed therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any nonuser or nonrequirement thereof

shall not be nor be claimed to be a ground for nonpayment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.

- 13.12.2 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from \_\_\_\_\_ (hereinafter referred to as "the **Liability Commencement Date**").
- 13.12.3 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for two months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Activity Centre shall be suspended and the Maintenance-in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 13.12.4 It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.
- 13.12.5 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

- 13.12.6 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 03 (three) months from the date of the Occupancy certificate.
- 13.12.7 Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **SCHEDULE E** hereto.
- 13.13 **Acknowledgments, Exceptions and Reservations:** The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under the provisions of this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities at any time and from time to time hereafter:-
- 13.13.1 For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested persons applying for the same in an organized manner whereby each such interested person shall be allotted, Parking Facility in an identified dependent or independent space against parking maintenance charges payable by such person.
- 13.13.2 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary, common areas and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "" Bally/Bally Sky High/BG Group" etc., ("Said Signage") or any one or more of them at the sole discretion of the Promoter being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Purchaser nor the Purchaser's

successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Purchaser or the Maintenance In-charge. The Purchaser further agrees not to use the name/mark " Bally/Bally Sky High/BG Group" or any one or more of them in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

13.13.3 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the said Building or spaces surrounding the same against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Building or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/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 belong to the Promoter and the Promoter may use the same to subsidize/meet the Common Expenses to that extent.

13.13.4 The Purchaser has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Purchaser unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

#### 13.14 **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

13.14.1 The Purchaser shall with effect from the Liability Commencement Date, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit, Parking

Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

13.14.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the facefaçade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

13.14.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the Maintenance In-charge. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

14 **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PURCHASER:** The Purchaser is entering into this Deed for the allotment of the Designated Apartment with full knowledge of all the laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Purchaser hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his own cost.

15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that except as otherwise mentioned elsewhere herein it has no right to make additions or to put up additional structure(s) anywhere in the Project after the occupancy certificate in respect of the Building in the Project has been issued by the competent authority (ies) except as provided for elsewhere in these presents and/or in the Act.

16 **ENTIRE CONTRACT:** This Deed along with its schedules read with the consistent terms and conditions of the Sale Agreement shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other

agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

- 17 **PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
- 18 **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 19 **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- 20 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other co-owner(s) in the Project, the same shall be equal to the proportion which the carpet area of the Unit bears to the total carpet area of all the Unit in the Project.
- 21 **FURTHER ASSURANCES:** All Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
- 22 **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at Kolkata.
- 23 **NOTICES:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned in the said Agreement. It shall be the duty of the Purchaser and the

Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.

- 24 **GOVERNING LAW:** That the rights and obligations of the Parties arising out of or under this Deed shall be construed and enforced in accordance with the applicable laws of India for the time being in force.
- 25 **DISPUTE RESOLUTION:** Clauses of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.
- 26 **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

#### **SCHEDULE 'A' ABOVE REFERRED TO:**

##### **PART-I**

##### **PROJECT LAND:**

1. **ALL THAT** the piece or parcel of land containing an area of 2 Bighas 11 Cottahs 5 Chhitacks 22.5 Square feet or 84.865 satak more or less being a portion of the said Larger Property fully described in the clause 1.2 of Schedule A-1 below and comprised of portion measuring 48.095 satak or 0.48095 acre more or less (out of 17.65 acre) comprised in L.R. Dag No. 5312 and 36.77 satak or 0.3677 acre more or less (out of 0.68 acre) comprised in L.R. Dag No. 5311 all recorded in current L.R. Khatian Nos. 59360, 59370, 59371, 59372, 44081, 44083, 44082 and 44084 previously in L.R. Khatian No. 43076 (formerly C.S. and R.S. Dag Nos. 2901 and 2902 recorded in R.S. Khatian Nos.9619, 9620, 9621, 9622, 9623 and 9624) in Mouza Bally, Police Station Nischinda, Durgapur Avaynagar – I Grampanchayat, Additional District Sub Registrar Howrah in the District of Howrah Pin Code 711205.

##### **SCHEDULE A-1**

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

- 1.1 By an Indenture of Conveyance dated 27<sup>th</sup> December 1977 and registered with the Sadar Joint Registrar Howrah in Book I Volume No.8 Pages 183 to 195 Being No. 170 for the year 1978 Prasanta Kumar Basu (the Court Liquidator attached to

the High Court at Calcutta in the capacity as Receiver in Banking Company Suit No.1585 of 1958 (Calcutta National Bank Ltd. (In Liquidation) vs- Sm. Sumati Debi Choudhurani and the others) for the consideration therein mentioned granted sold conveyed transferred unto and in favour of Shree Durga Saw Mill **ALL THAT** pieces or parcels of land hereditaments and premises containing an area of 2 Bighas 15 Cottahs and 12 Chittacks more or less situate lying at and being a separate and independent lot being Plot No.29 (amongst several other plots with connecting roads) in a divided and demarcated portion of a big block of land plot in Mouza Bally, Police Station Bally (presently Nischinda), Durgapur Avaynagar –II, Grampanchayat in the District of Howrah absolutely and forever.

- 1.2 The said independent and separate plot containing an area of 2 Bigha 15 Cottahs 12 Chittacks or 0.92 acre more or less was surveyed and measured and was enclosed within boundary wall and was found by the B.L.& L.R.O., in the survey and settlement under the West Bengal Land Reforms Act, 1955 to comprise in portion of L.R. Dag No.5312 (0.5523 acre) and portion of (L.R. Dag No.5311 and the said entire 0.92 acre was accordingly mutated and recorded in the name of the said Sole Proprietary concern of one Himmat Lal Chopra namely Shree Durga Saw Mills in L.R. Khatian No. 43076 being the Records of Rights published under the West Bengal Land Reforms Act, 1955 and the same is hereinafter referred to as "the **Larger Property**".
- 1.3 The said Shree Durga Saw Mills, the Sole Proprietary Concern of the said Himmat Lal Chopra was closed and the Himmat Lal Chopra as the sole proprietor continued to hold and be vested with the Larger Property.
- 1.4 The said Himmat Lal Chopra gifted two divided and demarcated portions of the Larger Property containing an aggregate area 36 Cottahs 13 Chittacks more or less by two Deeds of Gift as hereinafter mentioned and retained with himself the sole and absolute ownership of the remaining portion containing an area of 18 Cottahs 15 Chittacks more or less which portion is hereinafter referred to as "the **Himmat Lal Portion**". Particulars of the two Deeds of Gift referred to above, both being dated 1<sup>st</sup> September 2003 and registered with the Additional Registrar of Assurances-I, Kolkata are mentioned below:-
  - a. By Deed of Gift and registered in Book I Volume No.1 Pages 1 to 18 Being No.10494 for the year 2003, the said Himmat Lal Chopra conveyed and transferred by way of gift to his brother Jetha Lal Chopra All That portion measuring 18 Cottahs 6 Chittacks 22.5 Square feet more or less on the south of the Larger Property and which portion is hereinafter referred to as "the **Jetha Lal Portion**".
  - b. By Deed of Gift and registered in Book I Volume No.1 Pages 1 to 17 Being No.10495 for the year 2003, the said Himmat Lal Chopra conveyed and transferred by way of gift to his brother Jayanti Lal Chopra, the Second Vendor thereto, All That portion measuring 18 Cottahs 6 Chittacks 22.5 Square feet more or less on the central part of the Larger Property and which portion is hereinafter referred to as "the **Natwar Lal Portion**".



- 1.5 Out of the Jetha Lal Portion, the said Jetha Lal Chopra conveyed and transferred by way of gift unto and to his brother Jayanti Lal Chopra portions aggregating to a total area of 14 Cottahs more or less and which portion is hereinafter referred to as "the **Jayanti Lal Portion**" by two Deeds of Gift one dated 20<sup>th</sup> November 2015 registered with the Additional District Sub Registrar, Howrah in Book I Volume No.0502-2015 Pages 102273 to 102291 Being No.050206575 for the year 2015 in respect of 5 Cottahs portion and the other dated 27<sup>th</sup> June 2018 registered in the same registration office in Book I Volume No.0502-2018 Pages 150876 to 150897 Being No.050204576 for the year 2018 as rectified by Deed of Declaration/Rectification dated 5<sup>th</sup> November 2018 registered in the same office in Book IV Volume No.0502- 2018 Pages 17003 to 17015 Being No.050200808 for the year 2018 in respect of 9 Cottahs portion absolutely and forever.
- 1.6 By a Deed of Gift dated 13<sup>th</sup> June 2018 and registered with the Additional District Sub Registrar Howrah in Book I Volume No.0502-2018 Pages 137333 to 137363 Being No.050204146 for the year 2018 the said Jayanti Lal Chopra conveyed and transferred by way of gift unto and to his brother Natwar Lal Chopra All That the Natwar Lal Portion absolutely and forever.
- 1.7 By an Indenture of Conveyance dated 13<sup>th</sup> December, 2019 and registered with the District Sub Registrar-II, Howrah in Book I Volume No. 0513-2019 Page from 229397 to 229467 Being No. 051307082 for the year 2019, the said Himmat Lal Chopra as the First Vendor thereto, the said Jayanti Lal Chopra as the Second Vendor thereto, the said Natwar Lal Chopra as Third Vendor thereto for the consideration therein mentioned sold conveyed and transferred unto and to the Vendors hereto their respective portions constituting the Project Land with the then existing structures thereon absolutely and forever.
- 1.8 The names of the Vendors have been mutated in the L.R. Records of Rights vide L.R. Khatian Nos. 59360, 59370, 59371, 59372, 44081, 44083, 44082 and 44084.
- 1.9 The plans for construction of the Buildings at the Project were sanctioned by the Howrah Zilla Parishad vide sanction Plan No. 132/032/HZP/PS, dated 1<sup>st</sup> October 2021.
- 1.10 The full and complete terms and conditions between the Owners therein and Vendors herein and the Promoter herein and therein has been agreed and recorded in the Development Agreement dated 1<sup>st</sup>September, 2021 and registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2022, Pages 324406 to 324472, Being No. 190403991 for the year 2022 and Power of Attorney dated 21<sup>st</sup> May 2022 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2022 Pages 615271 to 615319 Being No. 190408874 for the year 2022 granted by the said Owners therein and Vendors herein in favour of the said Promoter therein and herein and its authorized representatives named therein as its constituted attorney as and for the purposes mentioned therein.

## **SCHEDULE-A-2**

### **DEFINITIONS:**

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

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

1. **UNIT: ALL THAT** the residential flat being Unit No. \_\_\_ containing a carpet area of \_\_\_ Square feet more or less alongwith balcony with a carpet area of \_\_\_ Square feet more or less and a total built-up area of Unit (including Balcony) of \_\_\_ Square feet more or less on the \_\_\_ floor of the Block \_\_\_ of the Project at the Project Land delineated in "**RED**" colour in the floor plan of the Unit annexed hereto and marked as Appendix-A.
2. **PARKING FACILITY: ALL THAT** the right to park 1 (one) medium sized motor car at the \_\_\_\_\_ place in the \_\_\_\_\_ of the Project Land.

## **SCHEDULE C –EASEMENTS:**

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

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

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

## **SCHEDULE 'D' -COMMON AREAS AND INSTALLATIONS**

### **PART-I**

#### **COMMON AREAS IN THE BUILDING**

- 1.1 Concealed electrical wiring and fittings and fixtures for lighting the staircase, the common areas, the lobby and the landings and for operating the installation of two lifts at the designated block.
- 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
- 1.3 Bore well/ Tube well (as the case may be) water pump overhead tanks and underground water reservoirs and spaces required thereto with water distribution pipes from such Overhead water tank connecting to the different Units of the Building and Space for Water pump and motor room therefor.
- 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- 1.5 Common corridors, lobbies, stairs, stairways landings entrances exits and pathways within each New Building.
- 1.6 Windows, doors, grills and other fittings in the common area.
- 1.7 Lifts, Lift wells spaces required therefor.
- 1.8 Common roof.
- 1.9 Gate Goomty.
- 1.10 Such other common parts areas and any covered and open space in or about each new Building as may be provided by the Promoter.

### **PART-II**

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

- 2.1. Driveways, pathway pavements and landscape green at the Subject Property.
- 2.2. Space for transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 2.3. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.4. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains (if any).
- 2.5. Space for Sewage Treatment plant.
- 2.6. Recreational Block with amenities like Community Hall with initial airconditioning, Podium Garden, Infinity Swimming Pool, Gymnasium and Games Room with initial airconditioning, infrastructure and equipments and installation as provided by the Developer.
- 2.7. Space for Generator installations and its allied accessories room.

- 2.8. Boundary walls of the Properties including outer side of the walls of the Project and main gates.
- 2.9. Such other common parts areas and any covered and open space in or about said Land and for the Project as a whole as may be provided by the Promoter.

### **PART-III**

#### **ACTIVITY CENTRE FACILITIES**

1. Community Hall with initial air conditioning.
2. Podium Garden.
3. Infinity Swimming Pool.
4. Gymnasium.
5. Games Room with initial air conditioning.

### **SCHEDULE E**

#### **Common Expenses shall include the following ("Common Expenses"):**

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

Facilities related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.

3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces (including parking spaces in the Mechanical Parking System) or any part thereof against normal degeneration or damages and/or Force Majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces (including parking spaces in the Mechanical Parking System)and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Association for the common purposes.

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

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

**VENDORS:**

Signature \_\_\_\_\_

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

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

**PURCHASER:** (including joint buyers)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address:

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

**PROMOTER:**

Signature \_\_\_\_\_

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

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

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

Association:



Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

**WITNESSES:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**RECEIPT AND MEMO OF CONSIDERATION:**

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

**MEMO OF CONSIDERATION**

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

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

**WITNESSES:**

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

**BETWEEN**

**MUSADDI PROPERTIES LLP**

**....PROMOTER**

AND

\_\_\_\_\_

**.... PURCHASER**

AND

**DEVYANSH PROPERTIES PRIVATE  
LIMITED& ORS.**

**....VENDORS**

**INDENTURE**

**(Unit No. \_\_\_\_ Block \_\_\_\_)**

**DSP LAW ASSOCIATES**

**Advocates**

**4D, NICCO HOUSE**

**1B& 2, HARE STREET**

**KOLKATA - 700001.**