

THIS INDENTURE (“**Indenture**”) executed on this [•] day of [•], Two Thousand and Twenty (2020);

BETWEEN

CELICA PROPERTIES PRIVATE LIMITED, (formerly known as Smitkriti Enterprises Private Limited) a company within the meaning of the Companies Act, 2013, (CIN No. U70101WB1988PTC203525) (PAN AARCS4202N) having its registered office at 24 Park Street, , P.S. Shakespeare Sarani, , P.O. Park Street, , Kolkata - 700016, , hereinafter referred to as the “**VENDOR**” (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors and assigns) represented by its [•] (PAN No. [•]) duly authorized to execute this Agreement by virtue of Board Resolution dated [•] of the **FIRST PART**.

AND

Mr./Ms. [•], son/daughter of [•], aged about [•], residing at [•] (Aadhar No. [•] / (PAN No.[•]), hereinafter referred to as the “**PURCHASER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or permitted assigns) of the **SECOND PART**:

[OR]

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

The Vendor and Purchaser shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

WHEREAS:**1. DEFINITIONS:**

For the purpose of this Deed, unless the context otherwise requires,-

- 1.1 **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017);
- 1.2 **“appropriate Government”** means the State Government;
- 1.3 **“Allottees”** means the person including the Purchaser herein to whom an apartment in the Tower Block or the Bungalow Block in the Project has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent and shall also include the Promoter in respect of such apartments in the Project which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Promoter and shall mean and include :
 - (a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
 - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
 - (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.

- (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
- (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
- (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.

- 1.4 **“Apartment”**, whether called a dwelling unit or flat or premises or suit or tenement or unit or by any other name, means a separate and self-contained part of the Building in the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in the Building, used or intended to be used for any residential purpose.
- 1.5 **“Applicable laws”**, shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any Governmental Authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, in effect at the relevant time in India.
- 1.6 **“Association”** shall mean an association of all the allottees of the Project (including the Promoter for such apartments of the Project not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.

- 1.7 **“Building”** shall mean the Tower Block developed on the Tower Land and the Bungalow Block developed on the Bungalow Land comprised in the Project including such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter on the Tower Land and the Bungalow Land from time to time.
- 1.8 **“Built-Up Area”** and/or **“Covered Area”** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Apartments, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Apartment.
- 1.9 **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.
- 1.10 **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Building and the Project Common Areas, Amenities and Facilities and further the expenses for Common Purposes of the purchasers and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.
- 1.11 **“Common Purposes”** shall include the purposes of managing and maintaining the Project, the Building and in particular the Project Common Areas, Amenities and Facilities, rendition of services in common to the Allottees of the Said Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees of the Project and relating to their mutual rights and obligations for the

beneficial use and enjoyment of their respective apartments exclusively and the Project Common Areas, Amenities and Facilities in common.

- 1.12 **“Garage”** shall mean such spaces in the Project that are sanctioned by the competent authority as a garage or parking space, and shall include parking units in the Multi Level Car Parking system.
- 1.13 **“Maintenance Agency”** shall mean the Promoter or such committee to be appointed by the Promoter for the time being and, upon its formation, the Association, for the Common Purposes.
- 1.14 **“Possession Date”** shall mean have the meaning ascribed in the Said Sale Agreement.
- 1.15 **“Project Common Areas, Amenities and Facilities”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that are/may be built or installed by the Promoter on the remaining portion of the Project Land (after deducting therefrom the Bungalow Land and the Tower Land) from time to time for the use and enjoyment thereof by all the allottees and occupiers of the apartments in the Project more particularly mentioned in the **THIRD SCHEDULE** hereto.
- 1.16 **“Project”** shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Promoter jointly in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed and possession of the completed apartments including the Bungalow Block therein are made over to the respective allottees .

- 1.17 **“Project Land”** shall mean the land comprised in premises No. 2B/1, Dover Road Kolkata containing by actual measurement an area of 18 cottahs 4 chittak and 25 sq ft more or less but as per title deed an area of 17 cottahs 15 chittaks and 16.56 sq ft more or less more particularly mentioned and described in **PART – A** of the **FIRST SCHEDULE** hereunder written.
- 1.18 **“Proportionate”** with all its cognate variations shall mean the ratio that the Carpet Area of any Apartment may bear to the total Carpet Area of all the apartments and the Bungalow Block in the Project upon its final computation which proportion may vary upon construction of additional floors or areas even after receipt of completion certificate as per present plan.
- 1.19 **“Proportionate Undivided Share in the Tower Land”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in the Tower Land that is attributable to such Apartment at any point of time being the ratio that the carpet area of the Apartment bears to the total carpet area of all the apartments in the Tower in the Project
- 1.20 **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- 1.21 **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- 1.22 **“Said Apartment”** shall mean the Apartment No [•] on the [•] floor of the Tower, the said Garage, (if any), the proportionate undivided share in the Tower Land and the right to use the Project Common Areas, Amenities and Facilities more particularly mentioned and described in of the **SECOND SCHEDULE** hereunder written.
- 1.23 **“Said Garage”** shall mean [•] nos of parking spaces in the MLCP Unit No. [•]

- 1.24 **“Sanctioned Plans”** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Plan/Permit No. 2017080081 dated 18th January, 2018 for construction of the Building on the Project Land and shall include all revisions made thereto.
- 1.25 **“Section”** means a Section of the Act.
- 1.26 **“Super Built-Up Area”** of an apartment shall mean the Built-Up Area of such Apartment and the Proportionate share in the Project Common Areas, Amenities and Facilities attributable to such apartment at any point of time.
- 1.27 **“Tower Block Allottees”** shall mean the persons who have from time to time purchased and/or intend to purchase different apartments in the Tower Block and shall also include the Promoter in respect of such apartments in the Tower Block which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Promoter.
- 1.28 **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- 1.29 **“Singular”** number shall include the **“Plural”** and vice versa.

2. BACKGROUND:

- 2.1 The Vendor herein is the absolute and lawful owner and otherwise well and sufficiently entitled to All That piece and parcel of land being Premises No. 2B/1, Dover Road, Kolkata – 700 019 containing by actual measurement an area of 18 cottahs 4 chittaks and 25 square feet more or less but as per the title deed an area of 17 cottahs, 15 chittaks and 16.56 square feet more or less fully described in **Part A** of the **FIRST SCHEDULE** hereunder written (hereinafter referred to as “the **Project Land**”).

- 2.2** The particulars of title of the Promoter to the Project Land are fully described in **Part - D** of the **FIRST SCHEDULE** hereto (hereinafter referred to as “the **Devolution of Title**”).
- 2.3** The Promoter with the intention and for the purpose of development of an integrated housing project has earmarked a portion of the Project Land being land measuring 192.49 sq m more or less fully described in **Part - B** of the **FIRST SCHEDULE** hereunder written (**Tower Land**) and delineated in orange colour on the plan annexed hereto and marked as **Annexure “A”**, comprising of 12 apartments in a B + G +12 storied building constructed thereon (**Tower Block**) and has also earmarked a portion of the Project Land being land measuring 327.29 sq m more or less fully described in **Part - C** of the **FIRST SCHEDULE** hereunder written (**Bungalow Land**) delineated in blue colour on the plan annexed hereto and marked as **Annexure “B”** to comprise of a separate G+4 storied bungalow which may comprise of separate residential units also (**Bungalow Block**) intended to be constructed thereon together with various common areas, amenities and facilities intended to constructed thereon. (**Project**).
- 2.4** The Promoter has caused a plan to be sanctioned by the Kolkata Municipal Corporation, being B.S. No. 2017080081 dated 18th January, 2018 (**Plan**), for construction of the Project.
- 2.5** The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land have been completed.
- 2.6** The Promoter has named the Project “Celica Residency” and has registered the Project under the provisions of the Act with West

Bengal Housing Industry Regulatory Authority at [•] on [•] under Registration No. [•].

2.7 The Purchaser had applied for allotment of an apartment in the Tower Block in the Project vide application No. [•] dated [•] and had been allotted Apartment No.[•] having carpet area of [•] square feet more or less, along with balcony having an area of [•] square feet more or less, built up area of [•] sq ft more or less and super built up area of [•] square feet more or less, on the [•] floor in the Tower Block to be developed on the Tower Land along with [•] nos. of parking space (s) in the MLCP Unit No. [•] (“Garage”), TOGETHER WITH a Proportionate Undivided Share in the Tower Land AND TOGETHER WITH the right to use the Common Areas, Amenities and Facilities of the Project as and when they are constructed or made ready and fit for use, to be used with all other allottees and occupiers of the apartments in the Project (**Project Common Areas, Amenities and Facilities**) morefully mentioned in the **THIRD SCHEDULE** as permissible under applicable law (hereinafter collectively referred to as the “**Said Apartment**”) and morefully mentioned in the **SECOND SCHEDULE** hereto and the layout of the apartment and the parking space are delineated in green and yellow colour respectively on the plans annexed hereto and marked as **Annexure “C” and Annexure “D”** respectively.

2.8 The Purchaser is fully aware and after considering what has been disclosed to the Purchaser by the Vendor, the Purchaser has, after taking independent legal advice in respect thereof, agreed that his right to use and enjoy the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Vendor, their men and agents, the owner(s) and occupants of other apartments in the Tower Block and the Bungalow Block to be constructed on the Bungalow Land, with

whom such Project Common Areas, Amenities and Facilities will be shared.

- 2.9** The Purchaser is also aware and has agreed that the Vendor and the owner(s) and occupants of the other apartments in the Tower Block and of the Bungalow Block shall always be entitled to the Project Land and all benefits arising therefrom and the owner (s) and occupants of the Bungalow Block shall also have a permanent right and easement of access to the Bungalow Land through the roads, paths and passages of the Tower Land comprised in the Project and/or through the other parts or portions of the Tower Land.
- 2.10** The Purchaser is also aware and has further agreed that the allottees and the occupants of the apartments (including the Purchaser herein) in the Tower Block, to be constructed on the Tower Land shall not be entitled to use and/or enjoy the Bungalow Block or its amenities and facilities and/or other areas of the Bungalow Land as mentioned herein and the owner (s) and occupiers of the Bungalow Block shall have the exclusive rights over the Bungalow Block and the Bungalow Land which at the option of the Vendor may be divided and/or demarcated from the rest of the Project Land in such manner and fashion including by hedges, bushes or wall or fencing as the Vendor may deem fit and proper.
- 2.11** By an Agreement for Sale dated [•], registered with [•], in Book No. [•], Volume No. [•], Pages [•] to [•], Being Deed No. [•], for the year [•], the Vendor agreed to sell and the Purchaser agreed to purchase the Said Apartment for the Total Price and on the terms and conditions as mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and their mutual rights and obligations. (Said Sale Agreement)

- 2.12 The Vendor has completed the construction of the Tower Block/Project including the Said Apartment and has obtained the Partial Completion Certificate/Completion Certificate from the Kolkata Municipal Corporation being Partial CC No. [•] dated [•]/ Completion Certificate No. [•] dated [•] and the Vendor has measured the final Carpet Area of the Said Apartment and confirmed the same to the Purchaser.
- 2.13 The Vendor has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Said Apartment and pursuant thereto the Purchaser has taken such possession of the Said Apartment to the Purchaser's full satisfaction.
- 2.14 Before taking possession of the Said Apartment, the Purchaser has:
- (a) seen and examined the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Said Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and has agreed not to make any claim or demand whatsoever against the Vendor concerning the same;
 - (b) been fully satisfied about the title of the Vendor to the Project Land, the documents relating to the title of the Project Land including the Tower Land, the right of the Vendor, the Plan of the Project, the quality of the materials used in the Said Apartment, the workmanship and measurement of the Said Apartment, the carpet area whereof has been confirmed to the Purchaser and the Purchaser has agreed not to raise any requisition about the same;

- (c) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the Said Apartment;

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of payment for a total amount of Rs. [•]/- (Rupees [•] only) and more fully described in the Memo of Consideration hereunder written by the Purchaser to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchaser and the Said Apartment being hereby conveyed), the Vendor doth hereby grant convey sell transfer release assign and assure unto and in favour of the Purchaser **ALL THAT** the Said Apartment, more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** a Proportionate Undivided Share in the Tower Land **AND TOGETHER WITH** the right to use the Common Areas, Amenities and Facilities of the Project as and when they are constructed or made ready and fit for use, to be used with all other Allottees as well as the owner (s) and occupant (s) of the apartments in Tower Block and the Bungalow Block **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Vendor into or upon the Said Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Apartment **TO HAVE AND TO HOLD** the Said Apartment and every part thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser's covenants and agreements hereunder

contained and on the part of the Purchaser to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the Said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Purchaser during the period of his ownership of the Said Apartment) **AND ALSO SUBJECT** to the Purchaser paying and discharging all municipal and other rates taxes and impositions on the Said Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Said Apartment wholly and the Project and in particular the Project Common Areas, Amenities and Facilities proportionately.

II. THE VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER as follows:-

- i) The right, title and interest which the Vendor doeth hereby profess to transfer subsists and that the Vendor has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser, the Said Apartment in the manner aforesaid.
- ii) 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 provisions herein contained, to hold use and enjoy the Said Apartment and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor 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 save only those as are expressly mentioned herein.

III. THE PURCHASER DOETH HEREBY COVENANT WITH THE VENDOR as follows:

1. The Purchaser agrees that the owners/occupiers of the Tower Block, shall not be entitled to use and/or enjoy and/or have access to the Bungalow Block or its amenities and facilities and/or other areas of the Bungalow Land as mentioned herein. The owner (s) and occupiers of the Bungalow Block shall have the exclusive rights over the Bungalow Block and the Bungalow Land. The rights of the Purchaser is limited to ownership of the Said Apartment alongwith a right to use (but not ownership of) the Project Common Areas, Amenities and Facilities. The Project Common Areas, Amenities and Facilities shall be used and/or enjoyed by all the owners/occupiers of the Project including the owners/occupiers of the Bungalow Block and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
2. The Purchaser agrees and binds himself that the Purchaser shall and will at all times hereafter abide by and observe the restrictions set-forth in the **FIFTH SCHEDULE** hereunder written and also those as contained in the said Sale Agreement.
3. The Purchaser agrees and undertakes that the Purchaser shall not raise any objection if there is any alteration in the sanctioned plan, layout plan and specification and nature of fixtures, fittings and amenities in respect of Bungalow Block.
4. The Purchaser has examined and is satisfied with the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent

Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and agrees not to make any claim whatsoever.

5. The Purchaser is also fully satisfied about the title of the Vendor to the Project Land, the documents relating to the title of the Project Land including the Tower Land, the right of the Vendor, the Plan of the Project, the quality of the materials used in the Apartment, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser and the Purchaser agrees not to raise any requisition about the same.
6. The Purchaser further agrees that after taking over possession of Said Apartment, the Vendor shall not be liable to rectify any defect occurring under the following circumstances and agrees not to raise any claims whatsoever in this regard:
 - i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles made by the Purchaser, the Vendor shall not be responsible for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - ii) If there are changes, modifications or alteration in electrical lines and wirings, the Promoter will not be responsible for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations done by the Purchaser;
 - iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Vendor will not be responsible for door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- iv) If the Purchaser executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Said Apartment by making any changes in the Apartment, then the Vendor shall not be responsible for any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes.
 - v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time.
 - vi) If the materials and fittings and fixtures provided by the Vendor are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained.
 - vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Vendor in the common areas and/or in the Said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Vendor and not amounting to poor workmanship or manufacture thereof.
 - viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
7. The Purchaser agrees that the responsibility of the Vendor under the defect liability clause as stated in the said Agreement shall not be cover defects, damage or malfunction resulting from (a) misuse, (b) modifications or repairs done by the Purchaser or his/their nominees/agent, (c) cases of

force majeure (d) failure to maintain the amenities and equipment (e) accident and (f) negligent use. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures will be provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Vendor to the Purchaser expires before the defect liability period and such warranties are covered under the maintenance of the Project and if the annual maintenance contracts are not done/renewed by the purchasers, the Vendor shall not be responsible for any defects occurring due to the same. The Purchaser is aware and the Purchaser agrees that the regular wear and tear includes minor hairline cracks on the external and internal walls excluding RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Purchaser agrees that before any liability of defect is claimed by or on behalf of the Purchaser it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Project, who shall survey and assess the same and then submit a report to the state the defects in material used in the structure of the Said Apartment and/or workmanship executed.

8. The Purchaser has also examined and satisfied himself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the Project and fire safety under the West Bengal Fire Service Act, 1950 and rules made thereunder and also acquainted himself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.
- 9.. On and from the Possession Date , the Purchaser binds himself to regularly and punctually pay the following amounts and outgoings:

- i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the Said Apartment, directly to the competent authority **Provided That** so long as the Said Apartment is not separately assessed for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance Agency proportionate share of all such rates and taxes assessed on the Project.
- ii) All other impositions, levies, cess, taxes and outgoings (including Multistoreyed Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Apartment or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the Project, as the case may be.
- iii) Electricity charges for electricity consumed in or relating to the Said Apartment directly to the electricity supplying body or the Maintenance Agency, as the case may be.
- iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Buildings, as may be required at any time in future) as shall be assessed on the Said Apartment and demanded from time to time by the Vendor or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Vendor, or the Association upon its formation, after taking into account the common services provided at the Project.

10. All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Vendor or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Vendor or its nominee leaving its bill for or demanding the same at the above address of the Purchaser and the Purchaser shall keep the Vendor and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.
11. The apportionment of the liability of the Purchaser in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchaser in respect of the Said Apartment shall be done by the Vendor and the Association upon its formation and the same shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Purchaser be entitled to hold the Vendor or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.
12. The Purchaser shall, in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the Said Apartment from the Kolkata Municipal Corporation, and the Vendor shall sign necessary papers and declarations as may be required. In case the Purchaser fails to have such separation effected, then the Vendor shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Purchaser.
13. The Purchaser shall permit the Vendor and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Apartment and every part

thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Apartment and the Purchaser shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Vendor or the Association.

14. From the date of execution hereof and till the continuance of its ownership of the Said Apartment, the Purchaser shall:
- i) use the Said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;
 - ii) use the Said Garage, if any, is expressly allotted to the Purchaser hereunder, only for the purpose of parking of his own motor vehicles and/or two-wheeler vehicles, as the case may be in accordance to the permissible dimensions as mentioned in the **SIXTH_SCHEDULE** hereto;
 - iii) not use the roof of the Tower Block for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees and occupiers of the Apartments in the Project;
 - iv) use the Project Common Areas, Amenities and Facilities in common with the other Allottees and the occupiers of the Apartments in the Project and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone

else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.

15. The Purchaser shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees and occupants in the Project, as the case may be.
16. The Purchaser shall not make any additions or alterations to the Said Apartment (including internal partition walls, etc.) nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Tower Block or the Said Apartment or the Project and also not to decorate or paint or clad the exterior of the Said Apartment otherwise than in the manner as be agreed to by the Vendor or the Association in writing.
17. The Purchaser shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Vendor or the Association (including those contained in the Said Sale Agreement and in these presents) or the appropriate authorities for the use and management of the Project and every part thereof and in particular the Project Common Areas, Amenities and Facilities.
18. The Purchaser further agrees and covenants with the Vendor that the Purchaser shall at all times hereafter allow and permit unhindered access and use of the common areas to the other Allottees and occupiers of the Apartments in the Project. The Vendor accordingly agrees and covenant with the Purchaser that the Purchaser shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities subject to the terms and conditions contained herein and rules and regulations referred to in clause 17 hereinabove. The Project Common Areas, Amenities and Facilities shall be conveyed and transferred to the Association in

compliance of the Act or the Rules or Regulations or any other law from time to time, and the Purchaser agrees to co-operate with the Vendor without any demand or delay to have the Project Common Areas, Amenities and Facilities transferred to the Association by attending the execution and registration of the Deeds of Transfer / Sale made in favour of the Association and bearing the proportionate cost of such transfer, as may be assessed by the Vendor or the Association or do all such acts and deeds, as may be required by the Vendor.

19. The Purchaser shall have no objection for the Vendor
 - (a) to carry out construction activities on the uncompleted areas and common areas within the said Project;
 - (b) the erection of temporary separation wall and fencing, construction access, concrete batching plant, temporary workers quarters, and working area., etc on the Project Land, which may cause some inconvenience due to noise, dust, lighting and extended working hours.
20. The Purchaser shall not claim any damages due to any on site operations for completion of the said Project in whatsoever manner.
21. The Purchaser shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted areas and apartments is in any manner whatsoever, hindered, obstructed or impaired with.
22. The Purchaser shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Purchaser add any material structure or excavate any

additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.

23. The Purchaser shall not seek partition or division or separate possession in respect of the Said Apartment under any circumstances.
24. The Purchaser acknowledges and assents that the Vendor shall be entitled to put up its neon sign, hoardings and other display materials on any part or portion of the roof of the said Bungalow Block and/or the Tower Block and all types of communication devices including dish antennas.
25. The Purchaser shall not enclose the terrace/ balconies/utility areas under any circumstances.

IV. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

1. The properties benefits and rights hereby conveyed unto and in favour of the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchaser shall also not claim any division or partition in the said Tower Land/Bungalow Land or the Project Land towards its Proportionate Share appurtenant to the Said Apartment. It is further agreed and clarified that any transfer of the Said Apartment by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchaser shall too be bound to abide by the rules and regulations framed for the Buildings and become a member of the Association.
2. All the apartments and other constructed areas as well as the other open and covered spaces in the Building or the Project Land, as the case may be, until the same be disposed of by the Vendor, shall remain the exclusive property of the Vendor and the Purchaser shall not claim any right or share therein.

3. After the allotment and transfer of all the apartments including the Bungalow Block in the Project or earlier, as the case may be, the Association shall be formed and the Purchaser and the other allottees of the Project shall be the members thereof, each having voting rights therein in accordance with the Act and the Rules. The Purchaser shall, alongwith the other allottees in the Project, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.
4. Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Vendor or its nominees shall manage and maintain the Project and look after the Common Purposes **Subject However** to the Purchaser making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.
5. Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Vendor and/or its nominee to the Association. All references to the Vendor herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.
6. In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then the Vendor and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-

- (i) claim interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus 2 % per annum on all the outstanding amounts.
 - (ii) demand and directly realise the amounts becoming due and payable to the Purchaser by any tenant or licensee or other occupant in respect of the Said Apartment.
 - (iii) discontinue supply of water to the Said Apartment.
 - (iv) Disconnect electricity in the Said Apartment.
 - (v) withhold and stop use of all other utilities and facilities (including lift) to the Purchaser and his family members, guests, tenants or licensees.
 - (vi) recover all costs including costs of litigation, lawyer fees and all other costs that may be incurred by the Vendor/Association to recover the amounts due from the Purchaser.
7. The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Purchaser to the Vendor and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Purchaser, in case the same is left in the Said Apartment or in the letter box in the ground floor of the Tower Block and earmarked for the said Apartment.
8. The Project shall together at all times as a housing complex bear the name "**Celica - Residency**" or such other name as be decided by the Vendor from time to time and none else.
9. In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without

illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.

10. The Purchaser shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
11. The provisions of Said Sale Agreement and any other prior agreement between the parties to the extent contrary to or inconsistent with these presents shall stand superseded.
12. All other provisions, right and obligations, covenants and representations of the Purchaser, contained in the Said Sale Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.
13. Any dispute arising in respect of this Deed shall only be referred to arbitration of a single Arbitrator to be appointed by the Vendor under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Kolkata and the Courts in Kolkata shall alone have jurisdiction in this regard.

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - A

(Description of the Project Land)

ALL THAT piece and parcel of Land measuring about 17 Cottahs 15 Chittaks and 16.56 sq ft (on actual measurement found to be about 18 Cottahs 4 Chittaks and

25 sq ft situate lying and being premises no. 2B/1, Dover Road, Kolkata 700019 within Ward No. 69 of the Kolkata Municipal Corporation, Police Station Ballygunge, Post Office Ballygunge,.

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

PART - B

(Description of the Tower Land)

ALL THAT piece and parcel of Land measuring 192.49 sq mts, more or less, on the eastern side of premises no. 2B/1, Dover Road, Kolkata 700 019 within Ward No. 69 of the Kolkata Municipal Corporation, Police Station Ballygunge Post Office Ballygunge,.

PART - C

(Description of the Bungalow Land)

ALL THAT piece and parcel of Land measuring 327.29 sq mts, more or less, on the western side of premises no. 2B/1, Dover Road, Kolkata 700 019 within Ward No. 69 of the Kolkata Municipal Corporation, Police Station Ballygunge, Post Office Ballygunge,.

PART - D

(Devolution of Title)

- a) Subodh Chandra Mitter claims to be seised and possessed of and/or otherwise well and sufficiently entitled to as the absolute owner of ALL THAT pieces and parcels of land measuring 1 Bigha 7 Cottahs 4 Chittacks and 22 Sq.Ft , more or less, together with two storied brick-

built dwelling house with out houses, godowns, sheds and other erections standing thereat, all situate lying at and being premises No. 2B, Dover Road, Calcutta (“the **Mother Property**”).

- b) By a Deed of Lease dated 31st January, 1936 made between the said Subhodh Chandra Mitter, therein referred to as Lessor of the One Part and Dewan Bahadur Bawa Ramnik Singh, therein referred to as the Lessee of the Other Part and registered with the Calcutta Registry office in Book no I, Volume No. 39, Pages 1 to 6, Being No. 324 for the year 1936, the Lessor therein, granted lease, unto and to the Lessee therein of the Mother Property for a period of 999 years commencing from 15th May, 1935 and expiring on 14th May, 2934.
- c) By a Deed of Conveyance dated 31st January, 1936 made between Subodh Chandra Mitter, therein referred to as Vendor of the One Part and Dewan Bahadur Bawa Ramnik Singh, therein referred to as the Purchaser of the Other Part, and registered with Calcutta Registry Office in Book no. I, Volume no 32 at pages 1 to 7, being no 325 for the year 1936, the Vendor therein sold, conveyed and transferred at and for the consideration mentioned therein, unto and to the Purchaser therein, the Mother Property. The instant sale was with the intent that the term of nine hundred and ninety nine years granted by the aforesaid Deed of Lease dated 31st January, 1936, shall thenceforth be absolutely merged and extinguished in reversion and inheritance, expectant on the determination of the said term.
- d) The said, Dewan Bahadur Bawa Ramnik Singh a Hindu, governed by Mitakshara School of Hindu Law, died intestate on August 1945, leaving behind and surviving him his widow, Ramnik Singh, son Bawa Terlok Singh and his grandson Diljit Singh (son of Bawa Terlok Singh) as his only legal heirs.

- e) The said, Ramnik Singh, a Hindu, governed by Mitakshara School of Hindu Law, died intestate on March 1946, leaving behind and surviving him her son Bawa Terlok Singh and her grandson Diljit Singh (son of Bawa Terlok Singh) as her only legal heirs.
- f) By a Deed of Conveyance dated 13th September, 1952 made between Bawa Tirlok Singh (Karta) and his son Bawa Diljeet Singh (Adult male member of HUF), therein referred to as Vendors of the One Part and Beharilal Thakurdas Thakur, therein referred to as the Purchaser of the Other Part, and registered with the Registrar of Assurances, Calcutta in Book number I, Vol no. 80, at pages 271 to 280, being Deed no 3188 for the year 1952, the Vendors therein sold, coveyed and transferred the Mother Property at and for the consideration mentioned therein, unto and to the Purchaser therein.
- g) By a Deed of Indemnity dated 13th September, 1952 made between Bawa Terlok Singh for self and as Karta and his son Bawa Diljeet Singh, therein jointly referred to as the Obligors of the One Part and Beharilal Thakurdas Thakur, therein referred to as the Obligee of the Other Part and registered with Registrar of Assurances, Calcutta in Book No. I, Volume No. 78 at pages 254 to 158 being Deed No. 3187 for the year 1952, the Obligors therein did covenant with the Obligee that they shall well and sufficiently indemnify save harmless and keep indemnified the Obligee against any action, suit, proceedings, losses, damages, costs, charges, expenses, claims and demands in respect of sale of the aforesaid premises No.2B, Dover Road, containing land area measuring 1 Bigha 7 Cottahs 4 Chittacks and 22 Sq.ft. in consequence of non-production of originals of Indenture of Lease dated 31st January, 1936 and the said Deed of Conveyance dated 31st January, 1936 by the Obligors to the Obligee.

- h) The said Beharilal Thakurdas Thakur a Hindu, governed by Mitakshara School of Hindu Law, died intestate on 2nd January, 1973, leaving behind surviving him his three sons Anand Beharilal Thakur, Kankan Beharilal Thakur and Nilratan Beharilal Thakur and his two married daughters Smt. Hira Rani Panikar and Smt. Hansa Kumari Dev Burman, as his only legal heirs, each acquiring an undivided 1/5th share in the Mother Property.
- i) The said Nilratan Beharilal Thakur instituted a suit being T.S. No. 155 of 1982 in the Court of Sub-Judge at Alipore for partition of the Mother Property which was subsequently transferred to High Court of Calcutta and was numbered as E.O.S. No.5 of 1984. A preliminary decree dated 26th September, 1984 was passed by the Hon'ble High Court of Calcutta declaring that each one of the said Anand Kumar Beharilal Thakur, Shri Kankan Beharilal Thakur, Nilratan Beharilal Thakur, Smt. Hira Rani Panikar and Smt. Hansa Kumari Dev Burman are entitled to an undivided 1/5th share each in the aforesaid premises. By the self same order Mrs. Indrani Chatterjee was also appointed as the Commissioner of Partition.
- j) In the said Partition Suit, an Order was passed by the Honble High Court at Calcutta on 12th October, 1988, wherein the Commissioner of partition, Mrs, Indrani Chatterjee was directed to allot the Mother Property to one Hansa Kumari Dev Barman.
- k) The said Kankan Beharilal Thakur a Hindu, died on 25th September, 1993 domiciled in England and Wales and bequeathed all his property to his two daughters Linda Bostock and Tara Carman by means of a Will and Testament dated 24th October, 1983. The Probate in respect of the said Will was granted by the District Registrar, High Court of Justice, the District Probate Registry at Oxford on 1st August, 1995.

- l) The said Anand Beharilal Thakur obtained the Letter of Administration with an authenticated copy of the Will of Kankan Beharilal Thakur probated in the High Court of Justice and Administration at Oxford from District Judge in Charge, 24 Parganas (South) on 30th June, 2000 in Case No.7 of 1999.
- m) By a Deed of Gift dated 30th November, 1995 made between Hira Rani Panikar, therein referred to as the Donor of the One Part and Shri Anand Kumar Beharilal Thakur, therein referred to as the Donee of the Other Part and registered with the Addl. Registrar of Assurances, Calcutta in Book no 1, Vol no 101, at pages 192 to 202, being Deed no 3601 for the year 1996, the Donor therein out of natural love and affection granted, conveyed, transferred, assigned and assured as and by way of gift in favor of the Donee therein all her undivided 1/5th share in the Mother Property absolutely and forever.
- n) By a Deed of Gift dated 29th Decemeber, 1995 made between Linda Bostock, therein referred to as the Donor of the One Part and Anand Beharilal Thakur, therein referred to as the Donee of the Other Part and registered with the Addl. Registrar of Assurances, Calcutta in Book no 1, Vol no 102, at pages 203 to 213, being Deed no 3602 for the year 1996, the Donor therein out of natural love and affection granted, conveyed, transferred, assigned and assured as and by way of gift in favor of the Donee therein all her undivided 1/10th share in the Mother Property absolutely and forever.
- o) By a Deed of Gift dated 29th Decemeber, 1995 made between Tara Carman, therein referred to as the Donor of the One Part and Shri Anand Beharilal Thakur, therein referred to as the Donee of the Other Part and registered with the Addl. Registrar of Assurances, Calcutta in

Book no 1, Vol no 102, at pages 214 to 224, being Deed no 3603 for the year 1996, the Donor therein out of natural love and affection granted, conveyed, transferred, assigned and assured as and by way of gift in favor of the Donee therein all her undivided 1/10th share in the Mother Property absolutely and forever.

- p) The said Nilratan Beharilal Thakur, a Hindu, governed by the Mitakshara school of Hindu Law, died intestate on 12th November, 1999 leaving behind him surviving his wife Arati Thakur as sole legal heiress and representative. The Hon'ble High Court at Calcutta was pleased to substitute the said Nilratan Behari Thakur with Arati Thakur as his legal heir in the said Partition Suit being No. EOS No. 5 of 1984.
- q) The said Partition Suit was finally disposed off by an Order dated 21st September, 2005, whereby the Mother Property was divided into two lots – Lot A and Lot B, Lot A measuring around 8 cottahs 7 chittacks 10.44 sq. feet and Lot B measuring about 17 cottahs 15 chittacks and 16.56 sq.ft respectively on the basis of the Terms of Settlement filed by the parties in the Suit and the Report of the Commissioner of Partition, Lot A was absolutely allotted and vested to Arati Thakur and Hansa Kumari Devi whereas Lot B was vested in favour of Anand Beharilal Thakur for self and as Administrator to the estate of Kakan Beharilal Thakur.
- r) In the premises the said Anand Beharilal Thakur became the sole and absolute owner of Lot B land being the Subject Property free from all encumbrances.
- s) The said Lot B was subsequently separately mutated by an Order dated 13th February, 2009 in the records of the Kolkata Municipal

Corporation in the name of Anand Beharilal Thakur and numbered as 2B/1, Dover Road, Kolkata – 700019.

- t) By a Development Agreement dated 17th November, 2012 made between Anand Kumar Beharilal Thakur, therein referred to as Owner of the One Part and Celica Developers Private Limited, therein referred to as the Developer of the Other Part, and registered with the Additional Registrar of Assurances - I in Book No I, CD Volume No. 22 in pages 652 to 676 being Deed No. 10560 of the year 2012, the said Anand Kumar Beharilal Thakur appointed Celica Developers Private Limited, as a developer to develop and construct upon the Subject Property.
- u) By a Deed of Conveyance dated 31st July, 2015 the said Anand Kumar Beharilal Thakur therein referred to as the Vendor of the One Part and Smritkriti Enterprises Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances - I in Book no. I, Volume no 101-2015 in pages 47751-47781, being Deed No. 190106438 for the year 2015, the Vendor therein sold, conveyed and transferred the Subject Property at and for the consideration mentioned therein, unto and to the Purchaser therein absolutely and forever.
- v) In the abovementioned circumstances Smritkriti Enterprises Private Limited became the sole and absolute owner of the Subject Property, free from all encumbrances absolutely and forever.
- w) The said Smritkriti Enterprises Private Limited thereafter duly mutated its name in the records of the Kolkata Municipal Corporation being Assessee No. 110691901270.

- x) By a fresh Certificate of Incorporation pursuant to change of name issued by the Registrar of Companies, Kolkata, the name of Smitkriti Enterprises Private Limited was changed to Celica Properties Private Limited with effect from 31st January, 2019.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Said Apartment)

ALL THAT the residential Apartment no. [•] having carpet area approximately [•] square feet more or less, built up area of [•] sq ft more or less and super built up area of [•] sq ft more or less on the [•] floor of the Tower Block **TOGETHER WITH** the proportionate variable undivided indivisible and impartible share in the Tower Land described in **Part II** of the **FIRST SCHEDULE** herein, **TOGETHER WITH** [•] parking space (s) in the MLCP Unit No. [•] ("**Said Garage**") **AND TOGETHER WITH** the right to use the Project Common Areas, Amenities and Facilities as described in the **THIRD SCHEDULE** herein, situated within the Project named Celica Residency at [•], within the jurisdiction of Ward No. [•] of [•] Kolkata Municipal Corporation, under P.S. [•] and delineated on the Plan 'B' annexed hereto and bordered in colour "YELLOW" thereon.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Project Common Areas, Amenities and Facilities)

1. Ground Floor Entrance Lobby and Reception
2. Main Staircase & Landings on each floor
3. Fire Staircase & Fire Refuge Platform

4. Lift Lobbies on each floor
5. Lift well
6. Rooftop Garden/Party area on the roof of the Tower Block
7. Activity Room in the basement of the Tower Block
8. Transformer (if any)
9. DG Set
10. Project Entrance and Driveways
11. Underground Reservoir
12. Pump Room
13. Electrical/BMS Room
14. Security Room
15. Common Area to be transferred to the association (the remaining area of the Project Land after deducting therefrom the Tower Land and the Bungalow Land.)

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

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

3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Vendor or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project or any part thereof (save those assessed separately in respect of the Said Apartment).
6. **INSURANCE:** Insurance premium for insuring the Building against 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 (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Restrictions imposed on the Purchaser).

1. The Purchaser agrees undertakes and covenants to:
 - a) permit the Vendor, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Apartment for the Common Purposes of the Project;
 - b) deposit the amounts for various purposes as may be required by the Vendor / Maintenance Agency or the Association;

- c) keep the Said Apartment and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other apartment in the Tower Block in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartments /parts of the Tower Block g;
- d) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams, slabs and columns passing through the Apartment or the Project Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- e) sign and deliver to the Vendor all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Apartment from the service provider in the name of the Purchaser and until the same is obtained, the Vendor may provide or cause to be provided reasonable quantum of electricity to be drawn by the Purchaser at his cost upon installation of electricity sub-meter in or for the Said Apartment and the Purchaser shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Vendor;
- f) bear and pay the Common Expenses and other outgoings in respect of the said Project proportionately, and the said Apartment wholly.
- g) pay for gas, (if any) generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the Said Apartment;
- h) allow the other allottees the right of easements and/or quasi-easements;
- i) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- j) observe and comply with such other covenants as be deemed reasonable by the Vendor for the Common Purposes;

- k) not to use the Said Apartment or permit the same to be used for any purpose other than a private dwelling place of families;
- l) not to do or suffer any thing to be done in or about for the Said Apartment which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the Said Apartment or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- m) not to demolish or cause to be demolished the Said Apartment or any part thereof at any time or any part of the said Tower Block or the fittings and fixtures thereof;
- n) not to make in the Said Apartment any structural alterations of a permanent nature except with the prior approval in writing of the Vendor and the municipal corporation and all other concerned or statutory authorities;
- o) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the Said Apartment;
- p) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the Said Apartment or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Tower Block;
- q) not to put any nameplate or letter box or neon-sign or board in the Project Common Areas or on the outside wall of the Tower Block save at the place as be approved or provided by the Vendor Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the Said Apartment;
- r) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the Said Apartment or any portion thereof;

- s) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Tower Block, save at places specified / fixed and in a manner as indicated by the Vendor;
- t) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Apartment or any part of the Tower Block or the Said Project or may cause any increase in the premium payable in respect thereof;
- u) not to decorate the exterior of the Tower Block otherwise than in the manner agreed by the Vendor/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- v) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Tower Block;
- w) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Tower Block;
- x) not to claim any right over and/or in respect of any open land in the Project or in any other open or covered areas of the Tower Block and the Project reserved or intended to be reserved by the Vendor for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Vendor thereat or on any part thereof;
- y) not to claim partition or sub-division of the land comprised in the Said Project or underneath the Tower Block and/or the Project Common Areas, as the case may be, towards the Proportionate Undivided Share in the Tower Land and also the Proportionate share attributable to the Said Apartment or any part thereof nor to do any act or deed, whereby the rights of the Vendor and/or the rights of the

allottee of other apartments in the Tower Block is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Tower Block;

- z) not to partition the Said Apartment by metes and bounds;
- aa) not to shift or obstruct any windows or lights in the Said Apartment;
- bb) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Said Apartment without the prior consent in writing of the Vendor and/or the Association;
- cc) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchaser,(Said Garage) if any, mentioned in the **SECOND SCHEDULE** hereto; and
- dd) not to let out or part with possession of the Said Garage, if so agreed to be acquired by the Purchaser hereunder, independent of the Said Apartment and to use the same only for the purpose of parking of a such motor cars or two-wheelers, as the case may be, that are in accordance to the permissible dimensions as mentioned in the **SIXTH_SCHEDULE** hereto.
- ee) not to park any car or two-wheeler in the Project Land if the Purchaser has not acquired any Garage therein, and to park only one car or two-wheeler in one Garage and not more than one, even if there be space for more than one in the Garage.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Permissible Dimensions of Cars)

Sl No.	MLCP Unit No.	Type	Size of Car		
			Length (mm.)	Width (mm.)	Height (mm.)
1	A	Stack	4,500	2,000	2,000
			4,500	2,000	1,700
2	B	Stack	4,500	2,000	2,000
			4,500	2,000	1,700
3	C	Puzzle	4,750	2,000	2,000
			4,750	2,000	1,700
4	D	Puzzle	4,750	2,000	2,000
			4,750	2,000	1,700
5	E	Stack	4,500	2,000	2,000
			4,500	2,000	1,700

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day month and year first above written.

SIGNED AND DELIVERED by the
withinnamed **VENDOR** at **Kolkata** in
the presence of:

SIGNED AND DELIVERED by the
withinnamed **PURCHASER** at
Kolkata in the presence of:

RECEIPT

RECEIVED on the day month and year first
above written of and from the withinnamed

Purchaser the withinmentioned sum of Rs.
..... /- paid as and by way of full
consideration in terms of these presents as per
Memo below.

Rs. /-

(Rupees only)

MEMO OF CONSIDERATION:

RECEIVED as follows :

(Rupees only)

WITNESSES:

DATED THIS DAY OF, 2020

BETWEEN

CELICA PROPERTIES PRIVATE LIMITED

... VENDOR

AND

.....

... PURCHASER

DEED OF CONVEYANCE

Of

Apartment No. : ; Floor :

WITH

..... Garage

AT

CELICA RESIDENCY

**FOX & MANDAL,
Solicitors & Advocates,
12, Old Post Office Street,
Kolkata - 700 001.**