

THIS INDENTURE (“Indenture”) executed on this day of,

_____;

BETWEEN

WINDHAM HEIGHTS LLP, a limited liability partnership within the meaning of Limited Liability Partnership Act, 2008 having its registered office at 4, Fairlie Place, Room 102, 1st Floor, Kolkata - 700 001 (**PAN: AABFW3885G**) represented by Mr. Madan Gopal Marda, son of Mahabir Prasad Marda, residing at 1, Ishan Bose Lane, Shibpur, Howrah - 700 002 (**PAN: AJOPM7518A**) hereinafter referred to as the **“OWNER”**, (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors and permitted assigns)of the **FIRST PART**;

AND

Mr./Ms. [■] (Aadhar No. [■]) son / daughter of[■], aged about[■], residing at[■], (PAN [■]) hereinafter called the **“ALLOTTEE”** (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 assigns) of the **SECOND PART**:

[OR]

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

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

WHEREAS:

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- 1) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017).
- 2) **“Allottees”** means the persons to whom an apartment in the Project has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Owner, 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.
- 3) **“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 Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, used or intended to be used for any residential purpose.

- 4) **“Association”** shall mean an association of all the allottees of the Project (including the Promoter for such Units 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 Owner for the Common Purposes with such rules and regulations as shall be framed by the Owner.
- 5) **“Building”** shall mean the new building constructed or proposed to be constructed by the Owner in accordance with the Sanctioned Plan and includes such open or covered areas, constructions and/or structures therein, as may be constructed by the Owner in the said Project Land from time to time.
- 6) **“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.
- 7) **“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.

- 8) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Common Areas including the Project and the Project Land, and also the expenses for Common Purposes of the Allottees and shall be payable proportionately by the Allottee periodically as part of maintenance charges.

- 9) **“Common Purposes”** shall include the purposes of managing and maintaining the Project and the Building, and in particular the Common Areas, rendition of services in common to the Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common.

- 10) **“Garage”** shall mean such spaces in the Project that may be sanctioned by the competent authority as a garage or parking space excluding open car parking spaces which are part of the Common Areas and are set apart for car parking spaces for the visitors.

- 11) **“Maintenance Agency”** shall mean the Owner for the time being and, upon its formation in terms of clause IV(c) hereof, the Association, for the Common Purposes.
- 12) **“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 may be built or installed by the Promoter in the Project Land from time to time for the use and enjoyment thereof by all the Allottes of the Project in common more particularly mentioned in the **THIRD SCHEDULE** hereto.
- 13) **“Project”** shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Owner 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 therein are made over to the respective Allottees.
- 14) **“Project Land”** shall mean the land more particularly mentioned and described in **PART – A** of the **FIRST SCHEDULE** hereunder written.

- 15) **“Proportionate”** with all its cognate variations shall mean the ratio the Carpet Area of any Apartment in the Project may bear to the Carpet Area of all the Apartments in the Project.
- 16) **“Proportionate Undivided Share”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in the Project including the Project Land and the Common Areas that is attributable to such Apartment at any point of time.
- 17) **“Allottee”** 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.
- 18) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- 19) **“Rights on Allottee's Default”** shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Allottee.
- 20) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- 21) **“Said Apartment”** shall mean the Apartment more particularly described in **PART-I** of the **SECOND SCHEDULE** hereunder written.
- 22) **“Said Garage”** shall mean space to park car(s) and/or two-wheeler(s), if any, agreed to be allotted to the Allottee and more particularly described in **PART-III** of the **SECOND SCHEDULE** hereto.

- 23) **“Said Store Room”** shall mean the space to be used as a store room, if any, agreed to be allotted to the Allottee and more particularly described in **PART-II** of the **SECOND SCHEDULE** hereto
- 24) **“Said Sale Agreement”** shall mean the Agreement dated made between the Owner herein, therein also referred to as the Owner of the One Part, and the Allottee herein, therein also referred to as the Allottee of the Other Part, whereby the Owner agreed to sell and the Allottee agreed to purchase the Said Unit at and for the consideration and on the terms and conditions, therein contained.
- 25) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Project Land and the Common Areas attributable to the Said Apartment.
- 26) **“Said Unit”** shall mean the Said Apartment, the said Garage, (if any), Said Undivided Share and the right of common use of the Common Areas.
- 27) **“Sanctioned Plans”** shall mean the plan sanctioned by the Kolkata Municipal Corporation a plan, vide Building Permit No. _____ dated _____ for construction of the Building on the Project Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so.

- 28) **“Super Built-Up Area”** of an Apartment shall mean the Built-Up Area of such Apartment and the Proportionate Undivided Share attributable to such Apartment.
- 29) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- 30) **“Singular”** number shall include the **“Plural”** and vice versa.
- 31) Any capitalized term not defined here shall have the same meaning as provided in the said Sale Agreement.
- B. The Owner is the sole and absolute owner of the Project Land.
- C. The facts describing the devolution of title of the Owner to the Project Land is more particularly mentioned in the **Part B of the FIRST SCHEDULE** hereto.
- D. By the Said Sale Agreement, the Owner agreed to sell and the Allottee agreed to purchase **ALL THAT** the Said Unit at or for the consideration and on the terms and conditions, morefully therein contained.
- E. The Owner has since caused to be completed construction of the Said Unit in accordance with the Sanctioned Plans.

- F. The Allottee having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Unit, has been handed over vacant and peaceful possession of the Said Unit prior to the date of execution of these presents on(Possession Date)
- G. Now at the request of the Allottee, the Owner has in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.
- H. It is recorded that at or before execution of these presents, the Allottee has by obtaining independent professional services, examined and fully satisfied himself as to the following:
- (a) The title of the Owner to the Project Land and also the Said Unit;
 - (b) 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 Unit;
 - (c) The Sanctioned Plans;
 - (d) The total Carpet Area, Built-up Area and Super Built-up Area in respect of the Said Apartment;
 - (e) The specifications of materials used for construction of the Said Unit and the Buildings;

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 the sum of Rs. /- (Rupees only) by the Allottee to the Owner paid at or before the execution hereof (the receipt whereof the Owner 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 Allottee and the Said Unit being hereby conveyed), the Owner doth hereby grant convey sell transfer release assign and assure unto and in favour of the Allottee **ALL THAT** the Said Unit, more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** the right to use and enjoy the Common Areas in common with the other allottees of the Project **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Unit **AND** all the estate right title interest property claim and demand whatsoever of the Owner into or upon the Said Unit **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Unit **TO HAVE AND TO HOLD** the Said Unit and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations setforth in the Said Sale Agreement and agreed to be paid, performed,

observed and fulfilled by the Allottee during the period of his ownership of the Said Unit) **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the Said Unit 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 Unit wholly and the Project and in particular the Common Areas proportionately.

II. THE OWNER DOETH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- 1) The right, title and interest which the Owner doth hereby profess to transfer subsists and that the Owner has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Allottee, the Said Unit in the manner aforesaid.
- 2) It shall be lawful for the Allottee, 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 Unit 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 Owner or any person or persons claiming through under or in trust for them or any of 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.

- 3) The Owner for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Project and the Common Areas to the Association by the Owner, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee 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 Said Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- 4) The Owner for the time being, and the Association, upon the Owner handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Project and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE OWNER as follows:

1. The Allottee agrees and binds himself that the Allottee shall and will at all times hereafter and during the period of his ownership of the Said Unit abide by and observe the restrictions set-forth in the **FIFTH SCHEDULE** hereunder written and also those as contained in the Said Sale Agreement.

2. The Allottee 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.

3. On and from the Possession Date, the Allottee 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 Unit, directly to the competent authority
Provided That so long as the Said Unit is not separately assessed for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance Agency proportionate share of all such rates and taxes assessed on the Project, as the case may be.

- 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 Unit or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Unit 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 Unit directly to 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 Building, as may be required at any time in future) as shall be assessed on the Said Unit and demanded from time to time by the Owner 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 Owner, or the Association upon its formation, after taking into account the common services provided at the Project.

3.1 All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Owner 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 Owner or its nominee leaving its bill for or demanding the same at the above address of the Allottee and the Allottee shall keep the Owner 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.

- 3.2 The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the Said Unit shall be done by the Owner and the Association upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Owner 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.
4. The Allottee shall, in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the Said Unit from the competent authority or other local body, such as Kolkata Municipal Corporation, and the Owner shall sign necessary papers and declarations as may be required. In case the Allottee fails to have such separation effected, then the Owner shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Allottee.

5. The Allottee shall permit the Owner 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 Unit 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 Unit and the Allottee shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Owner or the Association.

6. From the date of execution hereof and till the continuance of its ownership of the Said Unit, the Allottee shall:
 - i) use the Said Unit 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 Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles and/or two-wheeler vehicles, as the case may be;

- iii) not use the roof of the Building 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;
 - iv) use the Common Areas in common with the other allottees only to the extent required for ingress and to egress from the Said Unit of men materials and utilities 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.
7. The Allottee 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/or the Owner, as the case may be.
8. The Allottee shall not make any additions or alterations to the Said Unit (including internal partition walls, etc.) nor to the Building 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 Building or the Said Unit or the Project and also not to decorate or paint or clad the exterior of the Said Unit otherwise than in the manner as be agreed to by the Owner or the Association in writing.

9. The Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time and at all times during his period of ownership of the Said Unit made in force by the Owner or the Association (including those contained in the Said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Project and every part thereof and in particular the Common Areas.
10. The Allottee further agrees and covenants with the Owners and the Promoter that the Allottee shall at all times hereafter allow and permit unhindered access and use of the Common Areas to the other Allottes of the Project.
11. The Allottee shall not claim any damages due to any on site operations for completion of the said Project in whatsoever manner.
12. The Allottee shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted blocks and apartments is in any manner whatsoever, hindered, obstructed or impaired with.
13. The Allottee 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 Allottee 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.

14. The Allottee shall not seek partition or division or separate possession in respect of the Said Apartment under any circumstances.
15. The Allottee acknowledges and assents that the Promoter 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 building and all types of communication devices including dish antennas.
16. The Allottee 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 Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division or partition in the Project Land towards its Said Undivided Share appurtenant to the Said Unit. It is further agreed and clarified that any transfer of the Said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Allottee shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.

- 2) All the units 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 Owner, shall remain the exclusive property of the Owner, and the Allottee shall not claim any right or share therein.

- 3) After the allotment and transfer of all the Units in the Building or earlier or within three years from the date of obtaining the completion certificate in respect of the Project, as the case may be, the Association of the allottees shall be formed and the Allottee shall become the member thereof, each allottee having voting rights therein in accordance with the Act and the Rules. The Allottee shall, alongwith the other allottees, 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 in accordance with the terms already agreed under the Said Sale Agreement.

- 4) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes or until the expiry of three months of a notice in writing given by the Owner to the Allottee and the other allottees to take charge of the acts relating to the Common Purposes whichever be earlier, the Owner or its nominees shall manage and maintain the Project and in particular the Common Areas and look after the Common Purposes **subject however** to the Allottee 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 or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Owner and/or its nominee to the Association or the other allottees. All references to the Owner herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association and/or all the other allottees.
- 6) In the event of the Allottee 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 Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Owner 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 of % per annum on all the outstanding amounts.
 - (ii) to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Unit.
 - (iii) discontinue supply of water to the Said Unit.
 - (iv) Disconnect electricity in the Said Unit.
 - (v) withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.

- 7) The bills for maintenance charges / Common Expenses, electricity charges, etc. payable by the Allottee to the Owner and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the Said Unit or in the letter box in the ground floor of the Buildings and earmarked for the Said Unit.
- 8) The Project shall together at all times as a housing complex bear the name “**ARYA SKY**” or such other name as be decided by the Owner 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 Allottee 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 Agreement for Sale 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, contained in the Said 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 Promoter 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 - I

(Description of the Project Land)

ALL THAT piece and parcel of land containing an area of 49 Cottahs 1 Chittack 23 sq.ft. in premises No. **Premises No. 224, Brij East, Kolkata - 700084, Ward - 110, Borough - XI, P.S. Patuli (formerly Jadavpur)** within the municipal limits of Kolkata Municipal Corporation Ward No. 110. The said premises is delineated in the plan annexed hereto duly bordered thereon in "Red" and butted and bounded as follows:

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :

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

PART - II

(DEVOLUTION OF TITLE)

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART - I

(SAID APARTMENT)

DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

ALL THAT the Apartment No. [■] having carpet area of [■] square feet together with [■] Nos. of exclusive balcony / verandah attached to the said apartment and containing a total area of [■] square feet, or Built-Up area [■] square feet, or chargeable area of [■] square feet , on the [■] floor of the Building as earmarked in the plan annexed hereto duly bordered thereon in red, in the Building named ____ at _____ within the jurisdiction of _____, under P.S. ____, P.O. _____ TOGETHER WITH the variable proportionate undivided indivisible impartible share or interest in the Common Areas of

the said Project butted and bounded as follows. A layout plan of the said Apartment is annexed herewith and marked "A".

Part - II

(SERVANT QUARTER / SERVICE ROOM)

ALL THAT the Servant Quarter / Service Room with an attached toilet **being SR No. SR _____**, containing carpet area of ■ square feet, Built Up area of ■ square feet and total chargeable area of ■ square feet, be the same a little more or less, situated on the ____ floor of the said Building at the said Premises morefully described in the **First Schedule** hereinabove written butted and bounded as follows:

ON THE NORTH : By _____;

ON THE SOUTH : By _____;

ON THE EAST : By _____;

ON THE WEST : By _____;

PART - III

(SAID GARAGE SPACE)

[Description of the Parking Space earmarked (if applicable)]

Sl. No.	Type of car parking spaces	No. of spaces earmarked
1		
2		
3		

	Total :	■

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS, AMENITIES AND FACILITIES)

BUILDING/BLOCK COMMON AREAS, AMENITIES AND FACILITIES:

1. Areas:

- (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
- (b) Stair head room, caretaker room and electric meter room of the Block.
- (c) Lift machine room, chute and lift well of the Block.
- (d) Common installations on the Common Roof.
- (e) Common staff toilet in the ground floor of the Block.
- (f) Common Roof above the top floor of the block.

2. Water and Plumbing:

- (a) Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any Flat).
- (b) Drains, sewerage pits and pipes within the Block (save those inside any Flat) or attributable thereto.

3. **Electrical and Miscellaneous Installations:**

- (a) Electrical Installations including wiring and accessories (save those inside any Flat) for receiving electricity from Electricity Supply Agency or Generator(s) / Standby Power Source to all the Flats in the Block and Common Portions within or attributable to the Block.
- (b) Lift and lift machinery of the Block.
- (c) Fire fighting equipment and accessories in the Block as directed by the Director of West Bengal Fire Services.

4. **Others:**

Other areas and installations and/or equipment as are provided in the Block for common use and enjoyment.

COMMON AREAS, AMENITIES AND FACILITIES AS ARE COMMON TO ALL THE BLOCKS:

Easement rights and privileges included in the transfer –

1. Full right and liberty for the Buyer and all persons authorized by it (in common with all other persons entitled to the like right) at all times by day and night and for all purposes to go pass and repass over and along the terrace and through and along the main entrances of the building and the passages landings and staircases leading to the said property.
2. Full right and liberty for the Buyer and all persons authorized by it (in common with all other persons entitled to the like right) with or without motor cars and other vehicles at all times by day or by night and for all purposes to go pass and repass over and along the drive ways of the said premises.
3. Full right and liberty for the Buyer and all persons authorized by it (in common with all other persons entitled to the like right) to use the Gymnasium, Community Hall and terrace for the purpose of recreation only.
4. The right to subjacent and lateral support and to shelter and proportion from the other parts of the building and from the sale and roof thereof but without affecting in any manner the rights of the Vendor to and further stories on the roof and enjoy and possess and deal with the same as herein stated.
5. The free and uninterrupted passage and running of water and soil, gas and electricity from and to the said property through the sewers drains and

water courses cables pipes wires which now are nor may at any time hereafter be in under or passing through the said premises or any part thereof.

6. The right for the Buyer with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the said premises and buildings thereon for the purpose of repairing cleansing maintaining or renewing any such sewers drains and water-courses cables pipes and wires causing as little disturbance as possible and making good any damages caused.
7. The right for the Buyer with servants and others at all reasonable times on notice (except in the case of emergency) to enter into and upon other parts of the said premises and buildings thereon for the purpose of repairing maintaining renewing altering or rebuilding the apartment or any part of the building giving subjacent or lateral support shelter or protection to the said property.
8. The benefit of the restrictions contained in the transfer of other apartments comprised in the other building on the said premises granted or to be granted.
9. All the above easements rights and privileges are subject to and conditional upon the Buyer's contributing and paying as provided in these presents and also in the Fourth Schedule hereunder written.

10. Full right and liberty for the Buyer (subject to observing terms and conditions for usage thereof) to use swimming pool, Gymnasium and Community Hall and all other common parts and areas of the said premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the flat-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the flat-owners in common as aforesaid and the boundary walls of the said Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the flat-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised In the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and

accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Club or the air-conditioned hall etc.) and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.

3. **STAFF :** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
4. **TAXES :** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Apartment).
5. **INSURANCE :** Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by Owner or Owners Association on its formation.
8. **AMC:** AMC cost of all installations of the faculties/amenities installed in common areas or within the said Premises including Lift, Generator, Fire Fighting System, CCTV, Intercom, etc.
9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic

expenses.

10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Conditions of Sale to the Allottee).

The Sale of the Unit shall be subject to the following conditions to which the Allottee undertakes and covenants to:

- 1. Allottee Aware of and Satisfied with Common Amenities and Facilities and Specifications.**

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

- 2. Allottee to Mutate and Pay Rates & Taxes:**

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Howrah Municipal Corporation, within 30 (thirty) days from the date of taking conveyance deed of the Said Apartment (Date Of Conveyance) and (2) pay the Rates & Taxes (proportionately for the Project and wholly for the Said Apartment from the Date Of Possession Notice and until the Said Apartment is separately mutated and assessed in favour of the Allottee), on

the basis of the bills to be raised by the Promoter/ Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

3. Allottee to Pay Maintenance Charge:

The Allottee shall pay Maintenance Charge on the basis of the bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

4. Charge/Lien:

The Promoter shall have first charge and/or lien over the Said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the Said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

5. No Rights of or Obstruction by Allottee:

All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

6. Variable Nature of Share In Common Areas:

The Allottee fully understands and accepts that (1) the Share shall be the proportion which the area of the Said Apartment bears to the total area of all the apartments in the Projects, (2) if the area of the Project is recomputed by the Promoter, then and in such event, the Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Share, (4) the Share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

7. OBLIGATIONS OF ALLOTTEE:

The Allottee shall:

7.1 Co-operate in Management and Maintenance:

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.

7.2 Observing Rules:

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities.

7.3 Paying Electricity Charges:

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the Date of Possession.

7.4 Meter and Cabling:

Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antenna or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

7.5 Residential Use:

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, serviced apartment,

mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

7.6 Maintenance of Apartment:

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Alottee.

7.7 Use of Common Toilets:

Ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

7.8 Use of Spittoons / Dustbins:

Use the spittoons / dustbins located at various places in the Project.

7.9 No Alteration:

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.

7.10 No Structural Alteration and Prohibited Installations:

Not alter, modify or in any manner change the structure or any civil construction in the Said Apartment and the building. The Allottee shall not install any dish-

antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the Date of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

7.11 No Air Conditioning Without Permission:

Not to install any window air-conditioning units anywhere in the Said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

7.12 No Collapsible Gate:

Not install any collapsible gate save and except at the designated place and in the specific design as may be permitted by the Site in Charge. All costs for such installation shall be borne by the Allottee.

7.13 No Grills :

Not install any grill on the balcony or verandah.

7.14 No Sub-Division:

Not to sub-divide the Said Apartment and the Common Areas, under any circumstances.

7.15 No Change of Name:

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

7.16 No Nuisance and Disturbance:

Not to use the Said Apartment or the Common Areas or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

7.17 No Storage:

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

7.18 No Obstruction to Promoter/Association:

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the Common Areas, Amenities and Facilities and not obstruct the Promoter in constructing on other portions of the Building, and/or the Project and selling or granting rights to any person on any part of the Said Building.

7.19 No Obstruction of Common Areas:

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Said Apartment.

7.20 No Violating Rules:

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the Common Amenities and facilities.

7.21 No Throwing Refuse:

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

7.22 No Injurious Activities:

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Parking Space, if any, the Said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

7.23 No Storing Hazardous Articles:

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment, the Common Areas, and the Building.

7.24 No Signage:

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the Said Apartment/Said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.

7.25 No Floor Damage:

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

7.26 No Installing Generator:

Not to install or keep or run any generator in the Said Apartment.

7.27 No Misuse of Water:

Not to misuse or permit to be misused the water supply to the Said Apartment.

7.28 No Damage to Common Portions:

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

7.29 No Hanging Clothes:

Not to hang or cause to be hung clothes from the balconies of the Said Apartment.

7.30 No Smoking in Public Places:

Not to smoke in public areas of the Project and/or the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

7.31 No Plucking Flowers:

Not to pluck flowers or stems from the gardens.

7.32 No Littering:

Not to throw or allow to be thrown litter in the Common Areas of the Said Building /Project.

7.33 No Trespassing:

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

7.34 No Overloading Lifts:

Not to overload the passenger lifts and move goods only through the staircase of the Building.

7.35 No Use of Lifts in Case of Fire:

Not to use the lifts in case of fire.

7.36 No Covering of Common Portions:

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the Said Apartment.

7.37 Pay Goods & Service Tax:

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

7.38 Notification regarding Letting/Transfer:

If the Allottee lets out or transfers the Said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

7.39 No Right in Other Areas:

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building (s) save and except the Said Apartment and the share in the Common Areas , and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the other portions of the Project.

7.40 Indemnity:

The Allottee shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the Said Building/ Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Rights on Allottee's Default)

- a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Allottee to the Owner or the Association upon its formation, interest shall be payable by the Allottee at the agreed rate of 12% (twelve) percent per annum from the due date till the date of payment.

- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Allottee to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Unit continuing for more than 2 months, then the Owner and/or the Association upon its formation shall be entitled to issue a notice to the Allottee

calling upon the Allottee to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Allottee does not comply with the said notice to the satisfaction of the Owner and the Association, as the case may be, then the Owner and/or the Association, as the case may be, shall be entitled to invoke their rights under clause IV(f) of these presents and the Allottee shall in addition be liable to pay to the Owner and/or the Association, compensation and/or damages that may be quantified by the Owner / Association.

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 **OWNER** at
Kolkata in the presence of:

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

RECEIPT

RECEIVED on the day month and year first above written of and from the withinnamed Allottee 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, 2018

BETWEEN

M/s.

... Owner

AND

.....

... Allottee

DEED OF CONVEYANCE

Of

Apartment No. : with

..... Garage

at

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