

THIS DEED made this the _____ day of _____ **TWO THOUSAND AND** _____

BETWEEN

REGENT HIRISE PRIVATE LIMITED (having Income Tax PAN AACCR753D), a company incorporated under the provisions of the Companies Act.,1956, having its registered office at 207 Acharya Jagdish Chandra Bose Road, Kolkata – 700017, represented by its director/authorized signatory ----- (Aadhaar No. ----- and having Income Tax PAN _____), son of _____, residing at _____, authorized vide Board resolution dated _____, hereinafter referred to as the **PROMOTER**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **FIRST PART**

AND

ANANT SHRI SUKHRAMJI TRUST,(having Income Tax PAN:AAATA4807F), registered under the Rajasthan Public Trust Act, 1959 having its registered office situated at Shri Ramdham, Ramchowki, P.O. Birai, Tehsil Baori (formerly Bhopalgarh), District Jodhpur, Rajasthan, Pin: 342603 and having its Kolkata branch office situated at Shri Yukteswarji Maharaj Bhawan, 150, Manicktala Main Road, Kolkata 700054, comprising a Board of present Trustees namely (1) SWAMI SUNDER DAS, Patvi Shishya Parammokshgami Swami Jugatiram Maharaj, Managing Trustee of Anant Shri Sukhramji Trust, (2) SADHU CHARAN DAS, Shishya Swami Shri Sunder Das Ji Maharaj, at Shri Ramdham, Ramchowki, P.O. Birai, Tehsil Baori (formerly Bhopalgarh), District Jodhpur, Rajasthan, Pin: 342603 (3) PREM SINGH CHOUDHURY, son of Late Shri Sawal Ramji Choudhary, of Motor Revinding Works, Sojat Road, District: Pali, Rajasthan, (4) SHIV KUMAR KHEMKA, son of Late Bishwanath Khemka, residing at 62, Canal Street, Kolkata – 700048, (5) Dr. SOHAN SINGH RATHORE, Commandant BSF (Retd.), son of Late Surajmal Singh Rathore, of 83/A Sadul Ganj, Bikaner – 334001, Rajasthan, represented by its constituted attorney Mr. _____, (having Income Tax PAN: _____), son of _____, residing at _____, hereinafter referred to as the **LANDOWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present trustee and/or trustees and/or those who may be taken in and/or admitted as trustee and/or trustees and their respective successor and/or successors in interest/office and assigns)of the **SECOND PART**

AND

_____, hereinafter referred to as the **PURCHASER**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals their respective heirs successors legal representatives executors administrators and assigns and in case of firm its partners for the time being and their respective heirs successors legal representatives executors administrators and assigns) of the **THIRD PART**;

WHEREAS:

- A. Anant Shri Sukhramji Trust, the Landowner herein, is a Public Charitable Trust duly registered under the Rajasthan Public Trust Act 1959 propounded under a registered Deed of Declaration of Trust dated 13th September 1968 registered with the Sub-Registrar, Jodhpur, Rajasthan in Book No. IV Volume No. I Pages 102 to 116 Being No. 1968/4 for the year 1968 as supplemented and/or modified by the Supplemental Deed dated 25th April 1978 registered with the Sub-Registrar, Jodhpur, Rajasthan in Book No. IV Volume No. 56 Pages 219 to 223 Being No. 92 for the year 1978 (hereinafter collectively for the sake of brevity referred to as “the **Trust Deed**”).
- B. By an Indenture of Conveyance dated 4th October 2005 made between Smt. Ranjana Barick, Chandranath Barick and Sarbajit Barick, Joint Receivers appointed by the Hon'ble High Court at Calcutta by Order dated 10.12.2003 in Testamentary Matter No. 117 of 1973, therein collectively referred to as the Vendors/Joint Receivers and Anant Shri Sukhramji Trust, the Landowner herein therein referred to as the Purchaser and registered at the office of the Additional Registrar of Assurances-I in Book No.1 Volume No.1, Pages 1 to 26 Being No. 10283 for the year 2005 the said Joint Receivers for the consideration therein mentioned sold transferred and conveyed unto and in favour of the Trust **ALL THAT** the various pieces and parcels of land containing by admeasurement 119.45 cottahs (more or less) together with the structures constructed thereon situate lying at and being Municipal Premises No. 156B Manicktala Main Road, Kolkata (more fully and particularly mentioned and described in the **Part – I** of the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the **ENTIRE PROPERTY**).
- C. The Landowner thus become absolutely seised and possessed of and/ or otherwise well and sufficiently entitled to the said Entire Property.
- D. For the purpose of attaining and fulfilling the objects of the Trust by causing construction of an activity centre of the Trust in Kolkata by construction of building(s) (hereinafter referred to as the **TRUST BUILDING**) at a portion of the said Entire Property, the Trustees had formulated a scheme in terms of which it was decided to cause for construction of the Trust Building at the rear portion of the said Entire Property through some reputed developer leaving the front portion of the said Entire Property to be developed by such developer by construction of other building(s) (hereinafter referred to as the **MULTI-STORIED BUILDING**) in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and by sharing of constructed areas of the Multi-storied Building by the Landowner and the developer and by retaining the Trust Building exclusively for the Landowner.
- E. In pursuance to the Order No. Dev/Trust/2007/482 dated 15/02/2008 passed by the office of the Assistant Commissioner, Devasthan Department, Jodhpur granting necessary permission to the Landowner/ Trust under section 31 of the Rajasthan Public Trust Act 1959 and upon negotiation being finalized with the Promoter, the Trustees unanimously agreed and consented to grant the rights of development upon the demarcated land area admeasuring by estimation 54.85 cottahs (be the same

a little more or less) (hereinafter referred to as the **DEMISED PROPERTY** and morefully and particularly described in the **Part – II** of the **FIRST SCHEDULE** hereunder written) on the front portion of the said Entire Property and further the rights of construction of the Trust Building upon the land area admeasuring by estimation 64.60 cottahs of land (be the same a little more or less) (hereinafter referred to as the **REMAINING PROPERTY** and morefully and particularly described in the **Part – III** of the **FIRST SCHEDULE**) on the rear portion of the said Entire Property to the Promoter herein by and under Agreement dated 06th day of May, 2011 as re-affirmed with minor modification and recorded by and between the Landowner and the Promoter vide a further Agreement dated 18th February 2019 Additional District Sub-Registrar of Assurances at Sealdah and recorded as Being No. I-00693 for the year 2019 (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) under the terms and conditions recorded and contained in the aforesaid Development Agreement.

- F. In terms of the said Development Agreement, it has been inter alia agreed that the Promoter herein would construct erect and complete Other Building(s) (hereinafter for the sake of brevity referred to as the **Multi-storied Building**) on the said Demised Property comprising various units which would be divided and appropriated between the Landowner and the Promoter herein in the manner stated therein and the Promoter would further construct new building(s) on the Remaining Property (**Trust Buildings**) for the exclusive use and enjoyment of the Landowner herein under the terms and conditions mentioned in the aforesaid agreement.
- G. In terms of the said Development Agreement the Promoter and the Landowner herein were allotted their respective allocations in the said Project and accordingly the Promoter and the Landowner herein have earmarked and demarcated their respective allocations and have recorded the same in the Allocation Agreement(s) entered into between the Landowner and Promoter herein.
- H. By and under an agreement dated _____ (hereinafter referred to as the **Said Agreement for Sale**) registered with the office of the _____ and recorded in Book No. ___ Volume No. ___ pages ___ to ___ being No. ___ for the year _____, the Promoter herein had agreed to sale and transfer and the Purchaser had agreed to purchase and acquire **ALL THAT** Residential Unit No. measuring a carpet area of _____ sq. ft. (Built-up area of _____ sq. ft.) together with the Attached Terrace area of _____ sq. ft. together with the proportionate Utility Area of _____ sq. ft. be the same a little more or less on the _____ floor of the Multi-storied Building together with the right to use ___ nos. Open/Covered/Mechanical/Multi-level Car Parking Space on the ground/basement floor of the Multi-storied Building (morefully and particularly described in the Schedule B thereunder written and also described in the **Second Schedule** hereunder written and hereinafter for the sake of brevity referred to as the **Said Unit**) at and for the consideration and under the terms and conditions mentioned and contained therein.
- I. The Promoter has completed construction of the Building at the said Demised Property in accordance with the said Plan with permissible modifications/additions/variatioins/alterations thereto and the Kolkata Municipal Corporation has issued the Completion Certificate No. _____ dated _____ to such effect.

J. The Promoter has put the Purchaser in possession of the Said Unit on the ___ day of _____ 20 ___ and the parties herein are desirous to complete the sale and transfer of the Said Unit.

K. At or before the execution of this Indenture, the Purchaser has fully satisfied itself and represented the following:

- (a) The Purchaser has caused due diligence and has satisfied itself/himself/herself/themselves with regard to the rights, title and entitlement of the Landowner in the Entire Property (including the Demised Property) and of the Promoter in respect of the Said Unit, Demised Property and the Multi-storied Building constructed at a portion of the Demised Property.
- (b) The Purchaser has satisfied itself/himself/herself/themselves that the said Demised Property and the Multi-storied Building erected thereupon is free from all encumbrances and about the Promoter's entitlement to develop the said Demised Property and also to transfer or otherwise deal with various units/constructed spaces therein without any restrictions.
- (c) The Purchaser has duly inspected and satisfied itself/himself/herself/themselves with regard to the plan sanctioned by the Kolkata Municipal Corporation and all subsequent modifications/additions/variations/alterations thereto.
- (d) The Purchaser has inspected and duly satisfied itself with regard to the area, specification, flooring, fixtures and fittings of the Said Unit.
- (e) The Purchaser has duly satisfied itself/himself/herself/themselves with regard to the quality of construction, workmanship, specifications and structural stability of the Multi-storied Building and Common Areas, Amenities and Installations and also various facilities and/or amenities comprised in the Building and/or installed at any portion of the said Demised Property.
- (f) The Purchaser is fully satisfied about the terms of sale, the amounts paid and incurred by the Purchaser and various covenants contained in the Said Agreement for Sale dated _____ as well as this Indenture.
- (g) The Purchaser acknowledges that the right of the Purchaser shall remain restricted to the Said Unit and that the Purchaser will not have any right whatsoever over and in respect of the other parts and portions of the said Demised Property.

And has agreed not to raise any objections whatsoever or howsoever.

NOW THIS INDENTURE WITNESSETH as follows:

I. **THAT** in pursuance of the said Development Agreement AND in further consideration of the Said Agreement for Sale AND in consideration of a sum of Rs./- (Rupees) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part hereof doth hereby acquit

release and discharge the Purchaser and also the Said Unit hereby intended to be sold and transferred) the Promoter with the consent and concurrence of the Landowner doth hereby sell transfer convey assure and assign **All That** the residential Unit No. measuring a carpet area of square feet (Built-up area of square feet) together with the Attached Terrace area of square feet together with the proportionate Utility Area of square feet, be the same a little more or less, on the floor together with the right to use nos. open/ top covered/ Mechanical/ Multi-level Car Parking Space at the ground/basement floor of the Multi-storied Building commonly known as **Ramsnehi Unimark Tower** (morefully and particularly described in the **Second Schedule** hereunder written and hereinafter for the sake of brevity referred to as the **Said Unit**) **together with** the rights to use the Common Areas and Common Amenities in common with Promoter, the Landowner, co-purchasers and other lawful occupiers/users of the other units at the said Multi-storied Building (morefully and particularly mentioned and described in the **Third Schedule** hereunder written) **AND** for the purpose of beneficial use and enjoyment of the Said Unit the Landowner with the consent and concurrence of the Promoter hereby release relinquish and disclaim all its right title interest into or upon the Said Unit **TO HAVE AND TO HOLD** the Said Unit hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever **SUBJECT TO** the Purchaser making payment of the common expenses and other charges (hereinafter referred to as the **COMMON EXPENSES** morefully and particularly mentioned and described in the **Fourth Schedule** hereunder written) **AND ALSO SUBJECT TO** the Purchaser's all obligations and covenants (morefully and particularly mentioned and described in the **Fifth Schedule** hereunder written).

II. **AND THE PROMOTER DOTH HEREBY COVENANT WITH THE PURCHASER** as follows:

- (a) The Landowner and the Promoter are now lawfully seised and possessed of and/or otherwise well and sufficiently entitled to and has good right full power and absolute authority to grant convey transfer sell and assign the Said Unit hereby granted sold conveyed transferred assigned or intended so to be and every part thereof unto and to the use of the Purchaser in the manner as aforesaid.
- (b) The Said Unit hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispendens debuttar or trust made or suffered by the Landowner and the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Landowner and the Promoter.
- (c) The Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Unit and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Landowner and the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

III. **AND THE PURCHASER DOTH HEREBY COVENANT WITH THE PROMOTER**as follows:

- (a) The Purchaser and all other person(s) deriving title from and under the Purchaser shall at all times hereafter duly observe and perform the various covenants concerning or relating to the management and maintenance of Common areas, Amenities and Installations at the said Multi-storied Building and duly observe the various restrictions as set forth in the **Fourth and Fifth Schedule** hereunder written.
- (b) The Purchaser shall bear and pay all cost and impositions for stamp duty, registration charges, and other levies and impositions for and in respect of the transfer of the Said Unit under these presents.
- (c) The Purchaser doth hereby acknowledge to have received the vacant possession of the Said Unit to its/his/her/their complete satisfaction from the Promoter.

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

- (a) The Promoter shall execute a registered conveyance deed in respect of the undivided proportionate title in the Common Areas to the association of the allottees or the competent authority, as the case may be, and hand over the Common Areas to the association of the allottees or the competent authority, as the case may be, in accordance with the law.
- (b) The right of the Purchaser shall remain restricted to the Said Unit and rights to use the Common Areas and Common Amenities in common with Promoter, the Landowner, co-purchasers and other lawful occupiers/users of the other units at the said Multi-storied Building.
- (c) The said Multi-storied Building shall always be known as “**RAMSNEHI UNIMARK TOWER**”.
- (d) The Purchaser hereby acknowledges that the covenants regarding use and enjoyment of the Common Areas, Amenities and Installations as well as regular and timely payment of the Common Expenses are “must” and non-payment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the Building and that non-payment of such maintenance charges is likely to cause malicious loss and damages to the other owners and/or occupiers of the Building and as such in the event of any default on the part of the Purchaser in making payment of such maintenance charges then and in that event without prejudice to any other rights, the Promoter/Association/ Facility Manager shall be entitled to and are hereby authorized (i) to disconnect the supply of water, (ii) to disconnect the supply of power back up, (iii) to prevent the use of other facilities and the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of prevailing State Bank of India (SBI) Prime Lending Rate plus 2 (two) % per annum, for the period of delay, computed from the date the payment became due till the date of

payment and the Purchaser hereby further waives the right for service of notice in the event of any default in non- payment of such common expenses.

- (e) The terms and also the covenants agreed between the parties herein under the Said Agreement for Sale shall remain binding upon the parties herein unless there is any repugnancy between the Said Agreement for Sale and this Indenture and in case of such repugnancy, the terms and covenants of this Indenture shall supersede the terms and covenants of the Said Agreement for Sale to the extent of such repugnancy.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART - I

(THE SAID ENTIRE PROPERTY)

ALL THAT the piece or parcel of land measuring 119.45 Cottahs (equivalent to 7,990 square meters) (inclusive of a portion of the land area measuring about 521.13 square meters falling under the proposed Road Alignment Scheme of the Kolkata Improvement Trust) being Municipal Premises No. 156B Manicktala Main Road, Kolkata 700054 and fully shown in borders in the map or plan annexed hereto within the limits of Ward No.32 of the Kolkata Municipal Corporation under the jurisdiction of Manicktala Police Station, Additional District Sub-Registration Office at Sealdah, District Registration Office at Alipore in the District of South 24 Parganas and butted and bounded as follows:-

- On the **North** : By premises No.160/1B, Manicktala Main Road;
On the **East** : Partly by premises Nos. 157/1 &157/2 Manicktala Main Road, partly by premises No. 157A Manicktala Main Road and partly by premises No. 33 Canal Circular Road;
On the **South** : By Manicktala Main Road; and
On the **West** : By Passage towards Purbasa Housing Estate.

PART - II

(THE DEMISED PROPERTY)

ALL THAT the demarcated portion of the Municipal Premises No. 156B Manicktala Main Road, Kolkata 700054 measuring an area of 54.85 cottahs, be the same a little more or less, including a portion of the area of land measuring about 521.13 square meters falling under proposed Road Alignment Scheme of Kolkata Improvement Trust, on the front portion of the said Entire Property, as shown and delineated in **Border** in the map or plan annexed hereto.

- On the North : By Trust's Remaining Property;
On the East : By Trust's Remaining Property;
On the South : By Manicktala Main Road;
On the West : By Municipal Passage towards Purbasa Housing Estate.

PART - III

(THE REMAINING PROPERTY)

ALL THAT the demarcated portion of the Municipal Premises No. 156B Manicktala Main Road, Kolkata 700054 measuring an area of estimation 64.60 cottahs of land, be the same a little more or less, on the rear portion of the said Entire Property, as shown and delineated in **Border** in the map or plan annexed hereto.

On the North : By premises No.160/1B, Maniktala Main Road;
On the East : Partly by premises Nos. 157/1 & 157/2 Manicktala Main Road, partly by premises No. 157A Manicktala Main Road and partly by premises No. 33 Canal Circular Road;
On the South : Partly by Manicktala Main Road and partly by Demised Property;
On the West : By Municipal Passage towards Purbasa Hoiusing Estate.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(SAID UNIT / APARTMENT)

ALL THAT the piece and parcel of the Residential Unit No. measuring a carpet area of _____ sq. ft. (Built-up area of sq. ft.) together with the Attached Terrace area of sq. ft. together with the proportionate Utility Area of sq. ft. be the same a little more or less on the floor of the Multi-storied Building together with the right to use ___ nos. Open/Covered/Mechanical /Multi-level Car Parking Space on the ground/basement floor of the Multi-storied Building.

TOGETHER WITH the rights to use the common areas and amenities in common with the Promoter, Landowner, co-purchasers and other lawful occupiers/users of the other units at the said Multi-storied Building.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Part – I

(COMMON AREAS)

- a) Undivided proportionate impartible variable share of land in the Demised Property.
- b) Lobbies, paths, passages, driveways, staircases, staircase landings, landings, corridors, entrance and exits of the Multi-storied Building.
- c) Stair head room, caretaker room, electric meter room, pump room, transformer room, generator room.
- d) Lift machine room, lift chute and lift well.
- e) Common toilets.
- f) Air-Conditioned Community Hall.
- g) Swimming Pool.
- h) Gymnasium.
- i) Steam.
- j) Massage Room.
- k) Games Room.

Part – II

(COMMON AMENITIES)

- a) The beams, foundations, supports, columns, main walls, boundary walls of the Multi-storied Building.
- b) Installation of common services such as water, sewerage pipes, pumps, ducts, etc. at the Multi-storied Building.
- c) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby Power Source to all the units in the Multi-storied Building and Common Areas within or attributable to the Multi-storied Building and electrical wiring and accessories for lighting of common areas of the Multi-storied Building.
- d) Fire Fighting equipments and accessories
- e) Lift machine, lift shaft
- f) Generator
- g) Transformer
- h) Overhead water tanks
- i) General Common Amenities like common drainage system, common sewerage system, water inlet point, common electrical transformer, common power sub-station, if any, for common use for both the Buildings (Multi-storied Building and Trust Building) etc.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON EXPENSES)

- a. The expenses of maintaining, repairing, re-decorating, renewing the main structure and in particular the drainage, water supply system, supply of electricity to all Common Areas and Amenities;
- b. The expenses of repairing, maintaining, white-washing and colour washing of the main structure, exterior and common areas of the Multi-storied Building and the Common Areas and Amenities;
- c. The cost of cleaning and lighting the entrance of the Multi-storied Building and the passages and other spaces around the lobby, corridors, stair-case lift, and parking areas of the Building and the Common Areas and Amenities;
- d. The cost of insuring any risk with regard to the Multi-storied Building and the utilities and apparatus installed thereat;
- e. Cost of maintaining lift, transformer, generator, electrical installations, pumps and other common facilities and essential services in the Project;
- f. Cost of decorating the exterior of the Multi-storied Building;
- g. Salaries, wages, fees and remuneration of durwans/security persons, liftman, sweepers, plumber, electricians, accountant, caretakers, gardeners, or other persons whose appointment may be considered necessary for maintenance and protection of the Multi-storied Building and administration and management of the affairs thereof;
- h. The rates taxes and outgoings assessed charged and imposed for the Common Areas, Amenities and Installations of the Multi-storied Building;
- i. The cost and expenses of keeping and maintaining the records of the common expenses, costs of billing collection and recovery of such common expenses including costs of staffing and running the Association and expenses (statutory and non-statutory expenses) for the Association;
- j. All expenses for the administration, management, maintenance and operation of the Common Areas Amenities and Installations in the Project, including electricity, personnel costs etc.;

- k. All expenses towards electricity costs etc for common purpose.;
- l. The cost, expenses and charges for installation of any additional common facilities and amenities in the Project;
- m. The cost, expenses and charges for maintenance, cleaning and repairing of the parking areas;
- n. The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by competent authorities applicable in respect of the Project;
- o. All expenses of common services and common facilities and amenities;
- p. Such expenses as are necessary or incidental for the maintenance or up keeping of the Project and/or the common areas and amenities thereof.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(PURCHASER'S COVENANTS)

The Purchaser doth hereby covenant:

- a. To co-operate with the Promoter or the agent or facility manager appointed by the Promoter in the management and maintenance of the Multi-storied Building until formation of the Association.
- b. To observe and perform the rules, regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Multi-storied Building and in particular the common areas and installations including the general common areas and amenities and to abide by and observe all the rules and regulations framed from time to time either by the Promoter or by the agent/ facility manager appointed by the Promoter or by the Association without raising any objection thereto.
- c. To become member of such Association upon its formation and to pay the share(s) of deposits subscription and such fees and charges as may be levied and decided by the Promoter and/or the Association and not to raise any dispute thereto.
- d. To allow the Promoter and its authorised representatives with or without the workmen to enter into the Said Unit at all reasonable times for completion of the Multi-storied Building and common areas and to view examine the state and condition thereof.
- e. To ensure that all interior work of furniture, fixtures and furbishing of the Apartment or any repairs or renewals thereto, are carried out during the daylight hours only, without creating noise beyond the tolerable limits creating inconvenience to other allottees/co-owners and in accordance with the rules, regulations and guidelines framed by the Promoter and the Association.
- f. To regularly and punctually pay/reimburse electricity charges and other utility charges and outgoings for the Apartment.
- g. To bear and pay the municipal rates taxes levies and other outgoings relating to the Apartment (s) to the Promoter or to the agent/ facility manager or to the Association upon its formation for the period commencing from the date of possession or date of execution of the proposed deed of conveyance, whichever is earlier until the apportionment/ assessment of the Apartment as a separate unit.
- h. To bear and Pay the municipal rates taxes levies and other outgoings relating to the Apartment directly to the concerned authorities after separate apportionment/ assessment of the Apartment.
- i. To make good all defects, decays and want of repair in the Said Unit within seven days of any notice in writing by the Promoter to the Purchaser thereabout.

- j. To use the Said Unit for residential purpose and as peaceful habitat and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained.
- k. To abide by all pollution control laws, guidelines and regulations.
- l. To reimburse any expenditure that may have been incurred by the Promoter or the Association for repairing or replacing anything pertaining to common areas, amenities and installations due to the reasons of damage caused by the Purchaser.
- m. Unless the right of parking motor car is expressly granted by the Promoter, the Purchaser shall not part or allow to permit to be parked by his/her/their employees, agents, visitors, guests, customers etc. any motor car, two wheeler vehicles or any other vehicle at any place in the Demised Property (including at the open space surrounding the Multi-storied Building) AND if the right of car park is so expressly granted by the Promoter, then the Purchaser shall use the car parking space so granted, only for the purpose of parking of his/her/their motor car.
- n. Not claim whatsoever in nature over and in respect of Trust Building and the areas and amenities exclusively reserved therefore.
- o. Not to raise any obstruction/ dispute upon the owner/ occupiers of the Trust Building to use and enjoy the general common areas and amenities.
- p. Not to use the common areas and installations and in particular the open space on the top roof of the Multi-storied Building for bathing or other undesirable purpose or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- q. To keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said property free from all obstructions or encroachments and in a clean and orderly manner and not to store any goods or things in the staircase, lobby, landings, pathways, passages or in any other common areas.
- r. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside walls of the Multi-storied Building save at the place as approve or provided by the Promoter PROVIDED THAT nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of the Unit. It is hereby expressly made clear that, in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Said Unit.
- s. Not to do or cause to be done or permit to be done anything whereby the insurance premium of the Multi-storied Building shall increase in insurance premium of the Building or which shall result in cancellation of insurance policy of the Multi-storied Building.
- t. Not to change the color scheme of the Multi-storied Building or change the outer elevation, the exterior and common areas of the Multi-storied Building without the written consent of the Promoter or Association.
- u. Not to deposit or throw or permit to be deposited or thrown any rubbish or waste or refuse anywhere in the said Demised Property save to such extent and at such place or places as be permitted and specified by the Promoter and the Association upon its formation.
- v. Not to commit or permit to be committed any alteration or changes in the electrical, water, sewerage, drainage, air conditioner and other pipes, conduits, cables and other fixtures and fittings serving in common to the Said Unit and other units in the Multi-storied Building at the said Demised Property.
- w. To keep the Unit(s) and partition walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other unit in the said building in good and substantial repair so as to support

shelter and protect and keep habitable other units/ parts of the building and not to do or cause to be done anything in or around the Said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling or any other portion over below or adjacent to the Said Unit. In particular and without prejudice to the generality of the foregoing, the Purchaser shall not make any form of alteration in the beams and columns passing through the Said Unit for the common areas for the purpose of making changing or repairing the concealed wiring or piping or otherwise.

- x. Not to let out transfer or part with the possession of the parking spaces (the right in respect whereof is agreed to be granted hereunder) independent of the Said Unit nor vice versa Provided That such restriction on the Purchaser shall not apply in case the Purchaser desires to let out or transfer the rights of parking the car(s) to any other Co-owner in the Multi-storied Building at the Demised Property.
- y. Not to use the Unit(s) or permit the same to be used for any illegal or immoral purpose or for any obnoxious, injurious, noisy, dangerous trade or activity or for any purpose other than for which the Said Unit(s) has been sanctioned by the sanctioning authorities.
- z. To keep at his/its own costs, the Said Unit is a good and tenantable repair and well maintained condition and abide by all laws, bye-laws, rules, regulations and restrictions of the Government, Kolkata Municipal Corporation, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, CESC Ltd., Kolkata Police, Fire Department, authority under the West Bengal Housing Regulation Act, the officer under the West Bengal Building Tax Act 1996 and/ or any statutory authorities or local bodies as regards user and maintenance of the building and to make such additions and alterations in or about or relating to the Said Unit and/ or the said Building as be required to be carried out by them or any of them, independently or in common with the other co-owners as the case may be without holding the Landowner and the Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for all deviation or violation of any of the conditions or rules or bye-laws and to observe and perform all terms and conditions contained herein on handing over the possession.
- aa. To bear and pay and discharge exclusively the following expenses and outgoings:
 - (i) Municipal rates taxes levies and other outgoings relating to the Unit(s) to the Promoter or to the agent/ facility manager or to the Association upon its formation for the period commencing from the date of delivery of possession until the apportionment/ assessment of the Unit as a separate unit.
 - (ii) Municipal rates, taxes, levies and other outgoings relating to the Unit(s) directly to the concerned authorities after separate apportionment/ assessment / mutation of the Unit(s).
 - (iii) Other taxes, levies, cesses, impositions and other outgoings (including Building Tax under West Bengal Building Tax Act 1996 if payable) whether existing or as may be imposed or levied at any time in future in respect of the Said Unit or Multi-storied Building or the said Demised Property and the same shall be paid by the Purchaser wholly in case the same relates to the Said Unit and proportionately in case the same relates to the Multi-storied Building or the Demised Property.
 - (iv) Proportionate share of costs, charges and expenses payable to the Promoter or to the agent/ facility manager or to the Association upon its formation for maintenance, repair, replacement, running and operation of common generator to be installed at any part or

portion of the Demised Property and also charges for using, enjoying and/ or availing power in the Said Unit from such Generator to be provided to the Purchaser during power failure of CESC in the Said Unit.

- (v) Electricity and other utility charges and outgoings for the Unit(s)
 - (vi) The proportionate amount of common expenses more fully described in **Fourth Schedule** hereunder written and to pay such common expenses with interest at the applicable rate in the event of default or delay in payment of the said common expenses.
 - (vii) Charges for using, enjoying and/ or availability any other utility or facility, if exclusively in or for the Said Unit, wholly and if in common with other co-owners, proportionately to the Promoter to the agent/ facility manager or to the Association upon its formation or the appropriate authorities as the case may be.
 - (viii) All penalty, surcharge, interest, costs, charges and expenses arising out of delay, default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates, taxes, impositions and/ or outgoings proportionately or wholly as the case may (including Delay Payment Surcharge as charged by the CESC Ltd. from its consumers for the delay payment of its bills).
- bb. To abide by all pollution control laws and regulations.
 - cc. Not to use the Unit(s) or permit the same to be used for a place of religious worship, boarding house, guest house, club, restaurant, entertainment centre, nursing home.
 - dd. Not to keep, raise and breed any animal, reptile or bird in the Unit or anywhere else at the Demised Property except the pets under approval of the Promoter and the Association upon its formation provided they are not kept or bred for any commercial purpose and are housed within the Said Unit and abided by all applicable rules and regulations.
 - ee. Not to make any animal sacrifices at the common areas.
 - ff. Not to install or keep or operate any generator in the Apartment and/ or in the balcony/verandah/attached terrace or any common areas save and except the battery-operated inverters inside the Apartment.
 - gg. Not make any constructions (temporary or permanent) on the car parking spaces, roof/terrace and common areas of the said Project.
 - hh. Not to do or cause to be done in and around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to flooring or ceiling of the Apartment or other parts of the Multi-storied Building.
 - ii. Not to overload and/ or draw any excess electricity so as to cause overloading of the electricity connection.
 - jj. Not to induct any tenant/licensee to occupy the Apartment unless such tenant/licensee is introduced to the Promoter or the Association upon its formation so that he/she may be recognized as a bonafide occupant for the security purpose.
 - kk. Not to erect external wireless or television antenna.
 - ll. Not to sub-divide the Unit(s) and attributes/ appurtenances thereto.
 - mm. Not to bring or permit to remain upon the Unit(s) any machinery goods or other articles which shall or may strain or damage any part or portion of the Building.
 - nn. Not to shift or obstruct any windows or lights and not to put box grills/collapsible gates.
 - oo. Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Promoter or the Association.

- pp. Not to install any exterior loudspeakers without the permission of the Promoter and the Association upon its formation.
- qq. Not to hang or display any clothes or articles of any kind on the outside of the windows or the places of outside windowsills, outside walls, balconies and parking spaces.
- rr. Not to do anything or cause to be done anything whereby the structural stability of the Building shall be adversely affected.
- ss. Not to do anything or cause to be done anything whereby the common amenities shall be damaged or adversely affected.
- tt. Not dispute or object to the location of the parking space(s) (if any) identified by the Promoter for use by the Purchaser.
- uu. Not to transfer or deal with the parking spaces in exclusion of the Apartment.
- vv. Not to make any constructions on the car parking spaces, roof/terrace and common areas.
- ww. Not to do anything whereby the other unit owners or the co-purchasers or the co-transferees are obstructed or prevented from enjoying their respective units quietly and exclusively.
- xx. Not to bring nor store in the Units(s) any article or substances of combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
- yy. Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the said Entire Property or portion thereof.
- zz. To observe such other covenants as be deemed reasonable and framed by the Promoter and/ or the Association.
- aaa. Not to install any air conditioner and/or exhaust fan except at the place(s) approved by the Promoter or the Association upon its formation.
- bbb. Not to puncture window/wall of the Building and create any shades awnings, window guards, ventilators in the Building excepting such as approved by the Promoter or the Association upon its formation.
- ccc. To abide by the charges, rules and regulations framed by the Promoter or Association from time to time for the use and enjoyment of the Common Areas Amenities and Installations.
- ddd. To co-operate with the Promoter/ the agent or facility manager appointed by the Promoter in the management and maintenance of the Common Areas, Amenities and Installations of the said Project.
- eee. Become member of such Association upon its formation and to pay the share(s) of deposits subscription and such fees and charges as may be levied and decided by the Promoter and/ or the Association and not to raise any dispute.
- fff. Abide by and observe all the rules and regulations framed from time to time either by the Promoter or by the agent/ facility manager appointed by the Promoter or by the Association for the maintenance, management and common purpose/expenses without raising any objection thereto.
- ggg. Allow the Promoter and/ or any authorized representative with or without the workmen on prior notice to enter into the Apartment(s) for completion repairs and for the common purposes.
- hhh. Ensure that all interior work of furniture, fixtures and refurbishing of the Apartment or any repairs or renewals thereto, are carried out during the daylight hours only, without creating noise

- beyond the tolerable limits creating inconvenience to other allottees/co-owners and in accordance with the rules, regulations and guidelines framed by the Promoter and the Association.
- iii. Bear and pay the proportionate amount of common expenses more fully described in **SCHEDULE G** hereunder written and to pay such common expenses with interest at the applicable rate of in the event of default or delay in payment of the said common expenses. The Allottee agrees and acknowledges that the Association shall be entitled to disconnect and/or suspend the common services attached to the Allottee's Apartment(s) and suspend the use of lifts and other facilities, services and amenities until the said dues with interest accrued thereon are paid together with reconnection charges (if any).
 - jjj. Regularly and punctually pay/reimburse electricity charges and other utility charges and outgoings for the Apartment.
 - kkk. Bear and Pay the municipal rates taxes levies and other outgoings relating to the Apartment directly to the concerned authorities after separate apportionment/ assessment of the Apartment.
 - lll. Abide by all pollution control laws, guidelines and regulations.
 - mmm. Reimburse any expenditure that may have been incurred by the Promoter or the Association for repairing or replacing anything pertaining to common areas, amenities and installations due to the reasons of damage caused by the Allottee.
 - nnn. Not claim whatsoever in nature over and in respect of Trust Building and the areas and amenities exclusively reserved therefore.
 - ooo. Not to raise any obstruction/ dispute upon the owner/ occupiers of the Trust Building to use and enjoy the general common areas and amenities.
 - ppp. Not use the Apartment or permit the same to be used for any illegal or immoral purpose or for any purpose other than for which the Apartment has been sanctioned by the sanctioning authorities.
 - qqq. Not use the Apartment or permit the same to be used for a place of religious worship, boarding house, guest house, club, restaurant, entertainment centre, nursing home.
 - rrr. Not park or cause to be parked any car and vehicles on the car parking spaces or other spaces/ areas of the Multi-storied Building or the Project except on the spaces/ areas for which express right shall be granted to the Allottee to park the car and vehicles.
 - sss. Not change the color scheme of the Multi-storied Building or the exterior of the Apartment without the written consent of the Promoter or Association.
 - ttt. Not keep, raise and breed any animal, reptile or bird in the Apartment or anywhere else at the Project except the pets under approval of the Promoter and the Association upon its formation provided they are not kept or bred for any commercial purpose and are housed within the Apartment and abided by all applicable rules and regulations.
 - uuu. Not make any animal sacrifices at the common areas or any part of the Project.
 - vvv. Not erect, install, fix any external wireless or television antenna or window antenna.
 - www. Not sub-divide the Apartment and/or car parking space(s) if allotted and attributes/ appurtenances thereto.
 - xxx. Not place or store in the common areas any goods or things whatsoever.
 - yyy. Not bring or permit to remain upon the Apartment(s) any machinery goods or other articles which shall or may strain or damage any part or portion of the Multi-storied Building at the Project.

- zzz. Not operate any heavy machine so as to endanger the structure of the Multi-storied Building or damage the floor or roof or outer walls of any unit/apartment.
- aaaa. Not shift or obstruct any windows or lights and not to put box grills/collapsible gates in the verandah and/or windows which are not as per the design suggested or approved by the Architect.
- bbbb. Not do or permit any opening, structural change or change in elevation without the consent in writing of the Promoter or the Association.
- cccc. Not throw or accumulate or cause or permit to be thrown or accumulate any dirt, rubbish or other refuse save and except to such extent and at such place or places as be permitted and specified/designated by the Promoter and the Association upon its formation.
- dddd. Not install any exterior loudspeakers without the permission of the Promoter and the Association upon its formation.
- eeee. Not hang or display any clothes or articles of any kind on the outside of the windows or the places of outside windowsills, outside walls, balconies and parking spaces.
- ffff. Not do or cause to be done anything whereby the insurance premium of the Multi-storied Building shall increase or which shall result in cancellation of insurance policy of the Building or any of them.
- gggg. Not do anything or cause to be done anything whereby the structural stability of the Multi-storied Building shall be adversely affected.
- hhhh. At all times the Allottee shall keep the interior wall, fittings, fixtures, appurtenances, floor, ceiling etc. of the said Apartment in good condition and repair so as not to cause any damage to the Multi-storied Building or any other space or accommodation thereon and shall keep the others occupiers of the Multi-storied Building and/or the said Project indemnified from and against the consequences of any damage arising there from.
- iiii. Not do anything or cause to be done anything whereby the common amenities fixtures and gadgets installed for the Project shall be damaged or adversely affected.
- jjjj. Not to hold the Landowner and the Promoter liable in any manner whatsoever and not to make any claim against them or any of them in case due to any enactment or implementation of legislation, rules, bye-law or order of any judicial or other authority, the earmarked exclusive rights of car parking is not permissible.
- kkkk. Not to install or keep or operate any generator in the Apartment and/ or in the balcony/verandah/attached terrace or any common areas save and except the battery-operated inverters inside the Apartment.
- llll. Not make any constructions (temporary or permanent) on the car parking spaces, roof/terrace and common areas of the said Project.
- mmmm. Not do anything whereby the other unit owners or the co-purchasers or the co-transferees are obstructed or prevented from enjoying their respective units/apartments quietly and exclusively.
- nnnn. Keep the Apartment in good state or repairs and condition and to carry out necessary repairs or replacements as and when required.
- oooo. Not put up or affix any articles including nameplate signage and letter box or other similar articles in any of the common areas or outside walls and doors of the Apartment and/or the said Project save and except at the place and in the manner approved or provided therefore by the Promoter or the Association.

- pppp. Not bring nor store and/or allow to be kept or stored in the Apartment any offensive article or substances of combustible, obnoxious, hazardous, inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.
- qqqq. Not discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the Multi-storied Building or portion thereof or the Trust Building or the portion thereof.
- rrrr. Not to do or cause to be done in and around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to flooring or ceiling of the Apartment or other parts of the Multi-storied Building.
- ssss. Not to overload and/ or draw any excess electricity so as to cause overloading of the electricity connection.
- tttt. Not to induct any tenant/licensee to occupy the Apartment unless such tenant/licensee is introduced to the Promoter the Association upon its formation so that he/she may be recognized as a bonafide occupant for the security purpose.
- uuuu. Not dispute or object to the location of the parking space(s) (if any) identified by the Promoter for use by the Allottee.
- vvvv. Not to transfer or deal with the parking spaces in exclusion of the Apartment.
- wwww. Observe such other covenants as be deemed reasonable and framed from time to time by the Promoter and/ or the Association.
- xxxx. Not install any air conditioner and/or exhaust fan save and except at the place(s) approved by the Promoter or the Association upon its formation.
- yyyy. Not to puncture window/wall of the Multi-storied Building and create any shades awnings, window guards, ventilators in the Multi-storied Building excepting such as approved by the Promoter or the Association upon its formation.
- zzzz. Not raise any claim over the areas, amenities and installations of other projects which are not meant to be shared by the allottees of the said Project.
- aaaaa. Use the Apartment or permit the same to be used only for residential purpose as per relevant provisions in the Kolkata Municipal Corporation Act and Rules and shall use the said parking space or permit the same to be used only for the purpose of keeping and parking the Allottee's own vehicles.
- bbbbb. Pay to the Promoter/Authorities within 7 (seven) days as demanded by the Promoter/Authorities, his/her/their/its share of the security deposits and payments demanded by the concerned Government, local or public bodies or authorities for giving electricity, telephone or other service/utility connection to the said Multi-storied Building.
- cccc. To abide by the charges, rules and regulations framed by the Promoter or Association from time to time for the use and enjoyment of the community hall and gymnasium.

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

EXECUTED AND DELIVERED by the above-named **Landowner** represented by its Constituted Attorney Shri vide registered Power of Attorney dated at Kolkata in the presence of:

1.

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2.

EXECUTED AND DELIVERED by the above-named **Promoter** represented by its Director and authorised signatory Shri , at Kolkata in the presence of:

1.

2.

EXECUTED AND DELIVERED by the above-named **Purchaser** at Kolkata in the presence of:

1.

2.

MEMO OF CONSIDERATION

RECEIVED of and from the within named
Purchaser the within mentioned sum of
Rs. _____/- (Rupees _____ only
being the consideration amount as per details below:

<u>Cheque/PO/DD/NEFT/RTGS</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount</u>
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Signature of Promoter

Witnesses:

This is a model form of the Sale Deed, which may be modified and adopted in each case having regard to the facts and circumstances of the respective case; Provided that the clauses in this Sale Deed shall not be inconsistent with the provisions of the West Bengal Housing Industry Regulation Act, 2017 or the Rules and Regulations made thereunder.