

**SALE DEED**

**THIS INDENTURE** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BY AND BETWEEN****BETWEEN**

**TIRU FINE RESIDENCY LLP**, a Limited Liability Partnership registered and incorporated under the Limited Liability Partnership Act, 2008, having its Registered Office at No.204, A.J.C.Bose Road, Unit No.5A, 5<sup>th</sup> Floor, Police Station Beniapukur, P.O.Shakespeare Sarani, Kolkata-700017 ((PAN \_\_\_\_\_), represented by its Designated Authority - \_\_\_\_\_ (PAN- \_\_\_\_\_; Aadhar \_\_\_\_\_), son/daughter/wife of \_\_\_\_\_, of \_\_\_\_\_

- hereinafter referred to as “the **PROMOTER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **FIRST PART**

**AND**

**(1) GOVIND GARG** (PAN- \_\_\_\_\_; Aadhar \_\_\_\_\_), son of Late A.L.Garg, residing at 15, College Street, P.O.Bowbazar, Police Station Muchipara Kolkata-700012, and

**(2) SUNDARBAN RESIDENCES LLP**, a Limited Liability Partnership registered and incorporated under the Limited Liability Partnership Act, 2008, having its Registered Office at No.51, Shakespeare Sarani, Police Station Beniapukur, P.O.Shakespeare Sarani, Kolkata-700017 (PAN \_\_\_\_\_),

- both represented by their constituted attorney Mr. \_\_\_\_\_ (PAN- \_\_\_\_\_; Aadhar \_\_\_\_\_), son of Sri \_\_\_\_\_ of \_\_\_\_\_, appointed vide registered Power of Attorney dated \_\_\_\_\_

- hereinafter collectively referred to as “the **OWNER / LAND OWNER/S**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include the heirs executors administrators legal representatives and assigns of the said Mr. Govind Garg and the successors or successors-in-office and assigns of the said Sundarban Residences LLP) of the **SECOND PART**

**AND**

**MR./MRS./M/s.** \_\_\_\_\_ (PAN \_\_\_\_\_; Aadhar \_\_\_\_\_), son/daughter/wife of \_\_\_\_\_, of \_\_\_\_\_,

- hereinafter referred to as “the **ALLOTTEE**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs executors administrators and legal representatives) of the **THIRD PART**:

The Promoter, the Owners and the Allottee shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

**WHEREAS:**

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners, amongst other properties, to the said

Premises described in **PART-III of the FIRST SCHEDULE** hereunder written, with the **Land Owner No.1 being entitled to the First Property**, being the piece and parcel of land containing an area of **8.88 Acres (i.e. equivalent to 888 Decimal)** more or less comprised in **L.R. Dag Nos.900, 901, 905, 906, 897, 941, 942, 943, 948, 953, 955, 956(P), 957, 958(P), 959, 960, 961, 962, 963, 968, 969, 970, 971, 972, 977, 978(P), 979 (P), 981(P), and 992(P)**, all recorded in **L.R. Khatian No.960**, in Mouza Guria, Pargana Patharghata, J.L. No. 56, P.O. & P.S. Matigara, District Darjeeling, West Bengal within the limits of Patharghata Gram Panchayat, more fully and particularly mentioned and described in **PART-I of the FIRST SCHEDULE** hereunder written **AND** the **Land Owner No.2 being entitled to the Second Property, being** the piece and parcel of land containing an area of **0.24 Acre (i.e. equivalent to 24 Decimal)** more or less comprised in **L.R. Dag Nos.952 and 981(P)**, recorded in **L.R. Khatian No.1787**, in Mouza Guria, Pargana Patharghata, J.L. No. 56, P.O. & P.S. Matigara, District Darjeeling, West Bengal within the limits of Patharghata Gram Panchayat, more fully and particularly mentioned and described in **PART-II of the FIRST SCHEDULE** hereunder written. Devolution of title of the Land Owners to the said Premises (i.e. to their respective properties) is set out in the **FIFTH SCHEDULE** hereunder written.

- D. The Promoter has completed the construction of the Phase-\_\_\_\_ of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and \_\_\_\_\_ has issued completion certificate vide \_\_\_\_\_ dated \_\_\_\_\_.

The Promoter is developing the said Premises in \_\_\_\_ Phases.

- E. By an Agreement for Sale dated \_\_\_\_\_ and **registered** with the \_\_\_\_\_ in \_\_\_\_\_, the Promoter agreed to sell and transfer to the Allottee **All That the said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- F. The construction of the said Apartment is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on \_\_\_\_\_.
- G. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- H. The Allottee has now requested the Promoter to convey the said Apartment in favour of the Allottee. The Land Owner have agreed to join in as party to this deed.
- I. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Land Owners to the said Premises;
  - (ii) The rights of the Promoter under the Development Agreements;
  - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
  - (iv) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
  - (v) The total area comprised in the said Apartment / Unit.
  - (vi) The Completion Certificate.
  - (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

- (viii) The Allottee is aware of the fact that the Promoter may undertake construction of the Project / Housing Complex in various phases and all phases together are to form a single Housing Complex and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed;

**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 Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge), the Land Owners and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (each of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

**II. THE LAND OWNERS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

- i) The interest which the Land Owners and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) 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 Apartment / 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 Land Owners or the Promoter.
- iii) The Land Owners and the Promoter shall upon 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 Apartment / 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.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Land Owners and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds 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 PROMOTER AND THE LAND OWNERS** as follows:

1. The Allottee so as to bind himself to the Promoter and the Land Owners and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owners and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.

**2. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

3. The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of the Housing Complex / Buildings or other Phases / parts of the said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the Housing Complex / Buildings and the Said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter is restrained from construction at the Said Premises and/or transferring and disposing of the other units in the Housing Complex / Buildings or the Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Land Owner may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Land Owner for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Land Owner.
4. The Allottee shall within 3 (three) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
5. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part / phase thereof are required and to be transferred to the Maintenance Company / Association etc., then the Promoter and/or the Land Owner, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottees herein) proportionately and the Promoter and/or the Land Owner shall not be liable therefor in any manner and the

Allottee and the other Allottees shall keep the Promoter and the Land Owner fully indemnified with regard thereto;

6. The Project / Housing Complex at the said Premises shall bear the name “**PRANA**” unless changed by the Promoter from time to time in its absolute discretion.
7. **CLUB :** The Promoter has as of now planned to construct a Club at another property in close vicinity to the said Premises (i.e. not being a part of the said project at the said Premises), which is intended to be open to general public at large.
  - 7.1 Upon and in the event of the Club being constructed as aforesaid, the Allottee will have the privilege of becoming member of such Club subject to fulfillment of requisite criterion. The admission fee for such club membership of the Allottee is being waived by the Promoter.
  - 7.2 In case there be more than one Allottee of the said Unit, then only one amongst them shall be entitled to become a member of such Club and the Allottees shall nominate any one of themselves to avail such membership. The other remaining Allottees of such Unit may however also become members under the category of general public (if approved by the Promoter).
  - 7.3 The Allottee or any one of them nominated to become member as aforesaid, shall be bound and obliged to observe fulfill perform and comply with all rules regulations and bye-laws as be framed by Promoter from time to time for such Club, including payment of various charges as be fixed from time to time for the facilities and amenities in the Club.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE :** (including joint buyers)

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

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

**WITNESSES TO ALL THE ABOVE:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULES**

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**PART-I  
(First Property)**

**ALL THAT** the piece and parcel of land containing an area of **8.88 Acres (i.e. equivalent to 888 Decimal)** more or less comprised in **L.R. Dag Nos.900, 901, 905, 906, 897, 941, 942, 943, 948, 953, 955, 956(P), 957, 958(P), 959, 960, 961, 962, 963, 968, 969, 970, 971, 972, 977, 978(P), 979 (P), 981(P), and 992(P)**, all recorded in **L.R. Khatian No.960**, in Mouza Guria, Pargana Patharghata, J.L. No. 56, P.O. & P.S. Matigara, District Darjeeling, West Bengal within the limits of Patharghata Gram Panchayat, and butted and bounded as follows:

On the **North:** By Plot Nos.903, 890, 898, 896, 895 and 108;  
 On the **South:** By Plot Nos.949, 950, 951, 952, 980, 990 and Road;  
 On the **East:** By Nischintapur Tea Estate; and  
 On the **West:** By Plot Nos.910, 939, 938, 940, 937, 945, 946, 954, 947, 904 and 907;

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

**PART-II  
(Second Property)**

**ALL THAT** the piece and parcel of land containing an area of **0.24 Acre (i.e. equivalent to 24 Decimal)** more or less comprised in **L.R. Dag Nos.952 and 981(P)**, recorded in **L.R. Khatian No.1787**, in Mouza Guria, Pargana Patharghata, J.L. No. 56, P.O. & P.S. Matigara, District Darjeeling, West Bengal within the limits of Patharghata Gram Panchayat, and butted and bounded as follows:

On the **North:** By Land of others;  
 On the **South:** By Land of others and Road;  
 On the **East:** By Land of others; and  
 On the **West:** By Land of others;

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

**PART-III  
(said Premises)**

**ALL THAT** the property formed and comprised of **both the First Property and the Second Property**, both being adjoining / contiguous parcels of land, containing an aggregate area of **9.12 Acres (i.e. equivalent to 912 Decimal)** more or less and shown verged within "**RED**" border on the **First Plan** hereto annexed and butted and bounded as follows:

On the **North:** By Plot Nos.903, 890, 898, 896, 895 and 108;  
 On the **South:** By Plot Nos.949, 950, 951, 980, 990 and Road;  
 On the **East:** By Nischintapur Tea Estate; and  
 On the **West:** By Plot Nos.910, 939, 938, 940, 937, 945, 946, 954, 947, 904 and 907;

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



**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(UNIT)**

**ALL THAT** the Residential Flat / Apartment bearing No. \_\_\_\_\_ containing a Carpet Area of \_\_\_\_\_ Square Feet [**Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_\_ Square Feet and 30% of the area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.), if any and if specifically mentioned later in **this Schedule]** more or less on the \_\_\_\_\_ side on the \_\_\_\_\_ floor of the \_\_\_\_\_ Block of the Phase No. \_\_\_\_\_ of the Housing Complex "**Prana**" at the said Premises described in the **FIRST SCHEDULE** hereinabove written and shown in the **Second Plan** annexed hereto, duly bordered thereon in "**RED**".

**TOGETHER WITH** the right to park \_\_\_\_\_ number of medium sized motor car/two wheeler in the \_\_\_\_\_ parking space at the ground floor of the premises, as shown in the Plan annexed hereto, duly bordered thereon in "\_\_\_\_\_".

**With** right to park \_\_\_\_\_ **motor car/s** in the open compound of the said Premises as shown in the Plan annexed hereto, duly bordered thereon in "\_\_\_\_\_".

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Areas and Installations)**

- a) Land comprised in the said Premises / Relevant Phase, as applicable.
- b) Entrance and exit gates of the said Premises.
- c) Paths passages and driveways in the said Premises other than those reserved by the Vendor for their own use for any purpose and those meant or earmarked or intended to be reserved for parking or motor cars or other vehicles or marked by the Vendor for use of any Allottee.
- d) Exclusive Entrance Lobby in the Ground Floor of the Buildings.
- e) Lift Lobby in the typical floors, the ground floor.
- f) The two staircases on the typical floor of the building(s) alongwith their full and half landings with stair-covers on the ultimate roof.
- g) Lifts with sliding doors of 2 (two) numbers in each Building alongwith lift shafts and the lobby in front of it on typical floors.
- h) Electrical wiring and fitting and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
- i) Common toilet in the Ground Floor.
- j) Fire pump Room.
- k) Requisite arrangement of Intercom/EPABX with connections to each individual Flat / Apartment from the reception in the ground floor.
- l) Boundary walls.
- m) Central Greens, Various Gardens, Covered Walk Way, Outdoor Yoga & Meditation Pavilion.
- n) Various Functional Rooms, Tuition Room, Picnic Area, Senior Citizen Area, Common Deck, Sunken Court, Adda Zone.
- o) Water Feature with Spout, Terraced Landscaped Garden, Boulevard, Sitting by Water Feature, Feature Tree with Bird House, Feature Tree with Kids Swing, Kids Play Area, Open Lawn, Forest Garden, Sitting Desk, Cliff Viewing Deck.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs and expenses for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Buildings / Housing Complex, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fire-fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Housing Complex, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal and other rates and taxes, surcharges, Multistoried Building Tax, Water Tax and other levies in respect of the Housing Complex and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Housing Complex / Buildings and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(Devolution of Title)**

- 1A. The Land Owner No.1 purchased and acquired the First Property (alongwith other properties) under and by virtue of the following Deeds of Conveyance:
  - (i) Deed of Conveyance dated 16<sup>th</sup> October 2011, made between Sri Uttam Kumar Agarwala and Sri Navin Kumar Agarwala therein referred to as the Vendors of the one part and Sri Govind Garg therein referred to as the Purchaser of the other part and registered with the District Sub-Registrar, Darjeeling in Book No.1 CD Volume No.1, Page 1024 to 1042 Being No.672 for the year 2011:

- (ii) Deed of Conveyance dated 24<sup>th</sup> February 2012, made between Sri Sudhir Singhal and Sandip Singhal therein referred to as the Vendors of the one part and Sri Govind Garg therein referred to as the Purchaser of the other part and registered with the District Sub-Registrar, Darjeeling in Book No. 1, CD Volume No.1, Pages 3290 to 3310, Being No. 00189 for the year 2012;
  - (iii) Deed of Conveyance dated 24<sup>th</sup> February 2012, made between Sri. Bikash Singh and Sri Dinesh Singh therein referred to as the Vendors of the one part and Sri Govind Garg therein referred to as the Purchaser of the other part and registered with the District Sub-Registrar, Darjeeling in Book No.1 CD Volume No.1, Pages 3311 to 3333, Being No.00176 for the year 2012;
- 1B. After the said Purchase of the First Property, the Land Owner No.1 caused his name to be mutated in the records of rights in respect of the First Property (alongwith other properties).
- 2A. The Land Owner No.2 purchased and acquired the Second Property (alongwith other properties) under and by virtue of the following Deed of Conveyance:
- (i) Deed of Conveyance dated 7th September 2016, made between Sri Ratan Lal Sharma therein referred to as the Vendor of the one part and Sundarban Residences LLP therein referred to as the Purchaser of the other part and registered with the Additional District Sub-Registrar, Bagdogra in Book No.1 CD Volume No.0403-2016, Pages121135 to 121158 Being No.040305794 for the year 2016:
- 2B. After the said Purchase of the Second Property, the Land Owner No.2 caused its name to be mutated in the records of rights in respect of the Second Property (alongwith other properties).

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Allottee the within mentioned sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only being the consideration in full payable under these presents to the Promoter by cheques / pay order / demand draft and/or in cash.

**MEMO OF CONSIDERATION:**

**Annexure "A"**

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- ia) **FIRST PROPERTY** shall mean the piece and parcel of land containing an area of **8.88 Acres (i.e. equivalent to 888 Decimal)** more or less comprised in **L.R. Dag Nos.900, 901, 905, 906, 897, 941, 942, 943, 948, 953, 955, 956(P), 957, 958(P), 959, 960, 961, 962, 963, 968, 969, 970, 971, 972, 977, 978(P), 979 (P), 981(P), and 992(P)**, all recorded in **L.R. Khatian No.960**, in Mouza Guria, Pargana Patharghata, J.L. No. 56, P.O. & P.S. Matigara, District Darjeeling, West Bengal within the limits of Patharghata Gram Panchayat, more fully and particularly mentioned and described in **PART-I of theFIRST SCHEDULE** to these presents, **which is owned by the Land Owner No.1, Govind Garg.**
- ib) **SECOND PROPERTY** shall mean the the piece and parcel of land containing an area of **0.24 Acre (i.e. equivalent to 24 Decimal)** more or less comprised in **L.R. Dag Nos.952 and 981(P)**, recorded in **L.R. Khatian No.1787**, in Mouza Guria, Pargana Patharghata, J.L. No. 56, P.O. & P.S. Matigara, District Darjeeling, West Bengal within the limits of Patharghata Gram Panchayat, more fully and particularly mentioned and described in **PART-II of theFIRST SCHEDULE** to these presents, **which is owned by the Land Owner No.2, Sundarban Residences LLP.**
- ic) **SAID PREMISES** shall mean the both the First Property and the Second Property, both being adjoining / contiguous parcels of land, containing an aggregate area of **9.12 Acres (equivalent to 912 Decimal)** more or less, more fully and particularly mentioned and described in **PART-III of theFIRST SCHEDULE** to these presents.
- ii) **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean and include the housing complex consisting of various buildings / blocks to be constructed by the Promoter at the said Premises, containing several independent and self contained Flats / Apartments, parking spaces and other constructed areas, with liberty to the Promoter to modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same. The Allottee is aware that the Promoter may undertake construction of the Housing Complex in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed;
- Plan has been sanctioned for construction of 17 (seventeen) number of buildings / blocks at the said Premises, of which Block Nos. B, C D, and H are being developed in the **Phase-1.**
- iii) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase from the Promoter and taken possession of any Unit in the Housing Complex including the Land Owner and/or the Promoter for those unit and other constructed spaces not alienated by the Promoter and/or Land Owner and/or reserved and/or retained by the Promoter and/or the Land Owner for its own exclusive use and/or not sold by the Land Owner or the Promoter.
- iv) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the said Premises mentioned and

specified in the **THIRD SCHEDULE** to these presents and expressed by the Promoter for common use and enjoyment of the Allottees, Subject to such variations or relocations as the Promoter may from time to time make therein in the interest of the Housing Complex.

**It is clarified that** the Common Areas and Installations shall not include the parking spaces, exclusive terraces at different floor levels attached to any particular Flat / Apartment or Flats / Apartments, divided and demarcated portions of the top roof or roofs of all the Blocks / Buildings as dealt with elsewhere in these presents, exclusive greens / gardens attached to any particular Flat / Apartment or Flats / Apartments and other open and covered spaces at the Premises and the Buildings which the Promoter / Land Owner may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Land Owner shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

- v) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Housing Complex and in particular the Common Areas and Installations and rendition of common services in common to the Allottees of the Housing Complex and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** to these presents) to be contributed and shared by the Allottees.
- vi) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Housing Complex for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- vii) **UNITS** shall mean the independent and self-contained Flats / Apartments and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Housing Complex at the said Premises and wherever the context so permits or intends shall include the store room and/or Parking right and/or exclusive right to use of the terrace/s / roof/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto.
- viii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Ground floor of the Blocks / Buildings at the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises and also the multi level mechanical parking system (if installed) as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified and demarcated by the Promoter at its sole discretion at the time of handing over possession of the Unit to the Allottee. It is also clarified that in case any parking be a stack car parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its motor

car and for that shall do all acts as be necessary (including to remove / shift his / her motor car from time to time as be required).

- ix) **CARPET AREA** according to the context shall mean and include the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the unit;
- x) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any unit in the Housing Complex and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and common walls and shall also include 30% of the area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.), if any.
- xi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:

The proportionate share of the Allottee in the Common Areas and Installations shall be the proportion in which the Built-up Area of the said Unit may bear to the Built-up Area of all the Units in the said Premises.

**PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);

- xii) **SAID UNIT** shall mean the **Residential Flat / Apartment No. \_\_\_\_\_** on the \_\_\_\_\_ side on the \_\_\_\_\_ floor of the \_\_\_\_\_ block of the Phase \_\_\_\_\_ of the Housing Complex to be constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** to these presents **and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible variable impartible share in the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace / Exclusive Garden / Green attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.
- xiv) **DEVELOPMENT AGREEMENT** shall mean the Two Development Agreements, being **(i) the Development Agreement dated 25<sup>th</sup> November 2016** registered with Additional Registrar of Assurances-III, Kolkata in Book No. 1, Volume No. 1903-2017, Pages from 1626 to 1665 Being No. 190300031 for the year 2017 entered into between the **Land Owner No.1, Govind Garg and the Promoter**; and **(ii) the Development Agreement dated 15<sup>th</sup> January 2018** registered with Additional Registrar of Assurances-III, Kolkata in Book No. 1, Volume No. 1903-2018, Pages from 32812 to 32849 Being No. 190300705 for the year 2018 entered into between the **Land Owner No.2, Sundarban Residences LLP and the Promoter**. **It is clarified that under each of the said Two Development Agreements, there are other properties / lands (i.e. lands in excess of the First**

**Property / the Second Property respectively), which are not part of this Project;**

- xv) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 2013 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xvi) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company / Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company / Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xix) **PLAN** shall mean the plan/s from time to time sanctioned and/or as may be sanctioned by the Matigara Panchayat Samity and other concerned authorities, for construction at the said Premises and shall also include all fresh sanctions and/or sanctionable modifications of the plans sanctioned and/or as be sanctioned from time to time and/or additions and/or alterations thereto as may be made from time to time by the Promoter. It is also clarified that in case additional constructions are sanctioned by the concerned authorities from time to time, then the Promoter and the Land Owner (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents.
- It is clarified that presently plan has been sanctioned for construction of 17 (seventeen) number of buildings / blocks at the said Premises, with 12 (twelve) buildings / blocks having a ground floor and 7 (seven) upper floors and 5 (five) buildings / blocks having a ground floor and 8 (eight) upper floors.
- xx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxii) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
  - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators and/or successors;
  - (d) In case the Allottee be a company, then its successors or successors-in-office;



**Annexure "B"**

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
  - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the Housing Complex / said Premises and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Housing Complex / said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person, and the Allottee shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for hosting their private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge in writing and the Promoter or the Maintenance In-charge shall be at liberty to refuse the same without assigning any reason thereof.
  - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Housing Complex and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
  - (d) to use their respective Residential Flats / Apartments only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
  - (e) to install fire fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
  - (f) to carryout all fitout works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;

(g) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars / Two wheelers, as applicable.

(h) not to use the ultimate roof of the Blocks / Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.

(i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.

(j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies , landings etc., in the Housing Complex free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises.

(k) not to claim any right whatsoever or howsoever over any unit or portion in the Housing Complex save their respective units.

(l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings / Housing Complex save a decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Flat / Apartment / unit.

(m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Housing Complex / said Premises or may cause any increase in the premia payable in respect thereof.

(n) not to alter the outer elevation of the Buildings / Housing Complex or any part thereof nor decorate the exterior of the Buildings / Housing Complex or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

(o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Housing Complex nor allow or permit any other person to do so.

(p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Housing Complex.

(q) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Housing Complex and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for

the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- (r) not to let out transfer or part with the possession of the right of parking agreed to be allotted and/or granted to them independent of the Flats / Apartments agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Flats / Apartments to any other owner of Flat / Apartment in the Housing Complex and none else.
- (s) In case any Open Terrace be attached to any Flat / Apartment, then the same shall be a right appurtenant to such Flat / Apartment and the right of use and enjoyment thereof shall always travel with such Flat / Apartment and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
  - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Flat / Apartment owned by such Allottee);
  - ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
  - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- (t) In the event any Allottee has been allotted any right of parking motor car / two wheeler or other vehicle within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
  - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car / two wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car / two wheeler thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car / two wheeler at such Parking Space or allow or permit any one to park car / two wheeler or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within the Housing Complex or any other portion of the said Premises save at the allotted Parking Space;
  - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable

from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the Housing Complex and the said Premises.

- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owner and the Maintenance In-charge with regard thereto.
- (u) In the event any Allottee has been allotted any store room, whether jointly with the Flat / Apartment or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
  - (i) The Allottee shall use such store room only for the purpose of storage and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room or part with possession of the same, independent of his Unit,;
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the store room.
  - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room and shall indemnify and keep saved harmless and indemnified the Land Owner and the Promoter and the Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees.
- (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (x) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (y) not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (z) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Promoter and the Land Owner saved harmless and

indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.

(aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, any Development Authority, WBSEB, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Housing Complex and to make such additions and alterations in or about or relating to their respective units and/or the Housing Complex as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owner 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 deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Land Owner and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- (cc) not to fix or install air conditioners in their respective Flats / Apartments save and except at places where provision has been made by the Promoter for installation of the same and the concerned allottee shall be liable for any structural damage etc., and shall fully indemnify the Promoter and the Land Owners with regard thereto. Without prejudice to the above, in case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs. 50/- (Rupees Fifty) only per sq. ft., of the Built-up area of such Allottee's Flat / Apartment and shall also forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Flats / Apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Flats / Apartments.
- (dd) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Flat / Apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the buildings / Housing Complex or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the buildings / Housing Complex and if so done by any Allottee, Such Allottee shall be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Flat / Apartment to its original state and condition, for and on behalf of and as the agent of such Allottee.

- (ee) not to make in the Flat / Apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Land Owner and/or other Allottees and shall fully indemnify them and each of them. The Allottee is aware that the walls of the Blocks / Buildings are designed to be of RCC / Load Bearing Walls, and the Allottee shall not in any manner tamper with or damage the same while furnishing / making interior works in the said Unit.
- (ff) to bear and pay and discharge exclusively the following expenses and outgoings:-
- i) All rates and taxes and drainage tax/levy and water tax/charge, if any, assessed on or in respect of their respective units directly to the Concerned Authorities Provided That so long as their respective units are not assessed or charged separately for the purpose of such rates and taxes, levy, charges each Allottee shall pay to the Land Owner/Promoter proportionate share of all such rates and taxes, levy and charges assessed on the said Premises, as be intimated by the Promoter or the Land Owner from time to time;
  - ii) All other taxes, land revenue, impositions, levies, cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Housing Complex or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Land Owner and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Housing Complex or the said Premises as a whole.
  - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to the concerned service provider.
  - iv) Charges for enjoying and/or availing power equivalent to 500 watts from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge at such rate as may prescribed from time to time (which is intended to take into account both fixed and variable costs, including diesel, consumables, and other stores, AMCs etc.); And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee(s) shall pay to the Maintenance In-charge, a maintenance charges calculated @Re.1/- (Rupee One) only per square foot per month of the sum total of (a) Built-up Area of the said Unit being \_\_\_\_\_ square feet (b) the estimated proportionate share of the Common Areas and Installations attributable to the said Unit being \_\_\_\_\_ square feet, aggregate of both being \_\_\_\_\_ Square Feet (herein referred to as “the **Maintenance Chargeable Area**”). The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services. It is clarified that expenses for maintaining managing upkeeping and administering the respective Common Area and Installations shall not be separately incurred / charged / accounted for nor is the same feasible nor practical and none of the Allottees shall object to or demand explanation therefor and shall be bound to accept the same without demur or objection.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEB from its consumers for the delay payment of its bills).
- (gg) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owner and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or with the security guard of the Housing Complex. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time Provided That the payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Purchaser directly to any authority shall always be paid by the Allottee within the stipulated due date.
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building/s / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other Allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (two percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
- (i) disconnect the supply of electricity (if provided through sub-meter) to the said Unit;
  - (ii) withhold and stop all other utilities and facilities (including lift, generator, club facilities, etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
  - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
  - (iv) to display the name of the Allottee as a defaulter on the notice board of the Housing Complex / Building/s.
- 4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, water etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owner responsible for the same in any manner whatsoever.