

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____ (Month), 20__.

By and Between

VENDOR¹:

SREE KAMAKHYA TEA CO PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1913 and being a Company within the meaning of the Companies Act, 2013 having its registered office at 4, Hastings Park Road, Post Office and Police Station Alipore, Kolkata - 700027, having CIN: U01100WB1954PTC022041 and PAN: AAEC54245E hereinafter referred to as the "**Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-interest and assigns) of the **FIRST PART**;

AND

PROMOTER:

ISHA MULTICON HOMES LLP (LLPIN: AAA-0331), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 and having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Police Station Beniapukur, Post Office Circus Avenue, Kolkata 700017 having PAN: _____ represented by its Authorized Representative _____ son of _____ residing at _____, Post Office _____, Police Station _____, Kolkata _____ having PAN _____; (Aadhaar No. _____) authorized vide resolution dated _____; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

¹ Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

[If the Purchaser is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

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

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____),

hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns)

of the **THIRD PART**.

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

AND

_____ an Association registered under the West Bengal Apartment Ownership Act, 1972 and having its office at _____ and represented by _____ hereinafter referred to as "**the Association**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest) of the **FOURTH PART: ****

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

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

I. **Definitions** - For the purpose of this Deed for Sale, unless the context otherwise requires,-

- (a) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **"Section"** means a section of the Act.

II. **WHEREAS:**

- A. The Vendor is the sole and lawful owner of land admeasuring 1 Bigha 8 Chittack and 25 Square Feet more or less situate lying at and being premises No. 4 Hastings Park Road, Kolkata-700027 under Police Station Alipore in the District of South 24 Parganas described in the **Schedule A ("said Land")** vide sale deed(s) and other chain of title as mentioned in **Schedule A-1** hereto. The Vendor and the Promoter have entered into a joint development agreement dated 30th March, 2019 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2019, Pages from 237792 to 237856 Being No. 190405446 for the year 2019 as also mentioned in Schedule A-1 hereto.
- B. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment building and the said project shall be known as _____ (**"Project"**).
- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Kolkata Municipal Corporation and has constructed the Project.
- D. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- E. By an Agreement for Sale dated _____ (**"Agreement"**), the Promoter and the Vendor agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment no. ____ having carpet area of ____ square feet including the balcony, type Standard, on ____ floor in the Building (**"Building"**) along with ____ (____) number parking as permissible under the applicable law and pro rata share in the common areas (**"Common Areas"**) as defined under clause (m) of section 2 of the Act (hereinafter referred to as the **"Designated**

Apartment" of which the apartment and parking spaces are more particularly described in SI No. 1 and 2 of **Schedule B** and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**). The Designated Apartment forms part of the Promoter's Allocation as identified between the Vendor and the Promoter under and pursuant to the Development Agreement by an allocation document dated _____;

- F. The Parties have gone through all the terms and conditions set out in this Deed including the additional disclosures in Schedule A-2 hereto and understood the mutual rights and obligations detailed herein.
- G. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.
- H. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

III NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendor do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being the _____ morefully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendor and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendor into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendor as are set out in the **Schedule D** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendor do hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendor and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.

IV. THE VENDOR AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendor and the Promoter.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

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

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the Designated Apartment.
 - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.
 - (iii) The Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
2. **SINGLE UNIT:** The Purchaser agrees that the Designated Apartment along with _____ parking if any shall be treated as a single indivisible unit for all purposes.
3. **INDEPENDENT PROJECT:** It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Co-owners of the Project.
4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable

properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendor accepts no responsibility in regard to matters specified in this para. The Purchaser shall keep the Promoter and Vendor fully indemnified and harmless in this regard.

5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan and the sanctioned plans and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.
6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the common areas to the Association duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.
7. **HANDBOVER OF DOCUMENTS:** The Purchaser and the Association acknowledges and confirms that the Promoter has handed over the necessary documents and plans, including common areas, to the Association.
8. **PAST OUTGOINGS :** The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in the Agreement), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Association shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Association.
10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchaser or Association of Allottees and/or any other person or if the portion

alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority

11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
12. **USAGE: Use of Service Areas:** The service areas, if any, located within the said Land shall be earmarked for purposes such as parking spaces and services including but not limited to transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.
13. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**
 - 13.1. The Purchaser shall with effect from _____, be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
 - 13.2. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
 - 13.3. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 13.4. The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
14. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.
15. **ENTIRE CONTRACT:** This Deed and the Agreement, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
16. **PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT BUYERS/TRANSFEREES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Buyers/Transferees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
17. **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
18. **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the this Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
19. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.
20. **FURTHER ASSURANCES:** The Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
21. **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties Hence this Deed shall be deemed to have been executed at _____

22. **NOTICES:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at addresses mentioned above. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
23. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
24. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 as amended from time to time.
25. **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendor:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Purchaser: (including joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SCHEDULE 'A'

1. **SAID LAND: ALL THAT** land with buildings structures and premises containing a land area of 1 Bigha 8 Chittacks and 25 Square Feet more or less situate lying at and being premises No. 4 Hastings Park Road, Kolkata-700027 under Police Station Alipore in the District of South 24 Parganas and butted and bounded as follows:-

1.1 ON THE **NORTH** : By Belvedere Road;

1.2 ON THE **SOUTH** : Partly by Premises No. 22/1 Belvedere Road and partly by Premises No. 4A Hastings Park Road;

1.3 ON THE **EAST** : By Premises No. 22/1 Belvedere Road; and

1.4 ON THE **WEST** : By Hastings Park Road.

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

SCHEDULE A-1

CHAIN OF TITLE:

- A. By an Indenture of Conveyance dated 30th December 1960 and registered with the Registrar of Assurances, Calcutta in Book No. I Volume No. 67 Pages 55 to 61 Being No.1914 for the year 1961, one Kanoi Estates Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to one Ganeshbari Tea Company Private Limited **ALL THAT** messuages tenements hereditaments structures out-houses sheds and premises together with the piece and parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 1 Bigha 15 Cottahs 4 Chittack and 23 Square Feet more or less situate lying at and being Premises No. 4 Hastings Park Road, Calcutta-700027 under Police Station Alipore in

the District of South 24 Parganas hereinafter referred to as “the **Larger Property**”, absolutely and forever.

- B. By an Indenture of Conveyance dated 28th March 1969 and registered with Registrar of Assurance, Calcutta in Book I Volume No. 70 Pages 45 to 53 Being No. 1512 for the year 1969, the said Ganeshbari Tea Company Private Limited for the consideration therein mentioned sold conveyed and transferred unto and to the Vendor hereto namely Sree Kamakhya Tea Company Private Limited **ALL THAT** the Larger Property absolutely and forever.
- C. By Sale Deed dated 14th June 2005 and registered with Registrar of Assurances-I, Kolkata in Book I Volume No. I Pages 1 to 15 Being No. 6551 for the year 2005 the Vendor hereto for the consideration therein mentioned sold conveyed and transferred unto and to one Tushita Builders Private Limited **ALL THAT** a divided and demarcated portion measuring 14 Cottahs 11 Chittacks 43 Square feet out of the Larger Property absolutely and forever
- D. Pursuant to the sale deed as aforesaid, the divided and demarcated portion so sold was renumbered by the Kolkata Municipal Corporation as Premises No. 4A, Hastings Park Road, Kolkata and the remaining portion being the said Land continued to be numbered as Premises No. 4 Hastings Park Road, Kolkata.
- E. The Vendor hereto had caused to be mutated its name in the records of the Kolkata Municipal Corporation in respect of the said Land under Assessee No. 110741500036.
- F. By the Development Agreement the Vendor, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land and to transfer, amongst other properties, the Promoter’s Allocation. Under the said Development Agreement it was further, inter alia, agreed between the Vendor and the Promoter:-
 - i. The Promoter would construct, allocate and deliver, amongst other properties, the Units comprised in the Vendor’s Allocation to the Vendor.
 - ii. The Promoter’s Allocation would absolutely belong to the Promoter and the Promoter would be entitled to deal with and dispose of the same to such person and at such consideration and on such terms and conditions as be deemed fit and proper by the Promoter and for that to enter into agreement/s for sale and transfer in respect of the Promoter’s Allocation (including the proportionate undivided share in the land attributable to the Units comprised in the Promoter’s Allocation) and the Vendor would execute such agreements from time to time.
 - iii. The Vendor would execute the Deed or Deeds of Conveyance in respect of the proportionate undivided shares in the land comprised in the said Land attributable to the Promoter’s Allocation unto and in favour of the Promoter and/or its nominee or nominees and in consideration of the costs and expenses of the Vendor’s Allocation to be borne and paid by the Promoter, all amounts/consideration receivable against the sale and transfer of the Promoter’s Allocation (which include, inter alia, the proportionate share in the land comprised in the said Land attributable to the Units comprised in the Promoter’s

Allocation) would be exclusively received by and to the account of the Promoter and the Vendor would have no concern therewith.

- G. The plans for construction of the Building/s at the Project has been sanctioned by the Kolkata Municipal Corporation vide Building Plan No. _____ dated _____.
- H. The Promoter has caused to be constructed the said Building at the said Land and the Kolkata Municipal Corporation has issued the Occupancy Certificate in respect thereof on _____. The Promoter has delivered possession of the Vendors' Allocation to the Vendors.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context:
- (i) **"this Deed"** shall mean this Deed and Schedules all read together.
 - (ii) **"Co-owners"** shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor/Promoter, shall mean the respective Vendor and/or Promoter;
 - (iii) **"sanctioned plan"** a. shall mean the plan sanctioned by the Kolkata Municipal Corporation vide sanction Plan No. _____ dated _____ and include the modification/additions/alterations made thereto subject to compliance of the Act.
 - (iv) **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - (v) **"Common Purposes"** shall mean the purposes of managing maintaining up-keeping administration and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
 - (vi) **"Units"** shall mean flat, apartments and other constructed areas at the Project capable of independent enjoyment with supporting Common Areas.
 - (vii) **"Parking Spaces"** shall include Car Parking Areas and Open Parking Areas.

- (viii) **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- (ix) **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa
2. The said Building and the Project shall contain certain Common Areas as specified in **Schedule E** hereunder written and which the Purchaser shall have the right to use in common with the Vendor, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner. In particular and without prejudice to the generality of the foregoing provisions of this clause, the Mechanical Parking System shall not be, nor be claimed to be part of the Common Areas.
 3. The Project contains open and covered parking spaces and multi-level mechanized parking spaces as per sanctioned plans ("**Car Parking Areas**"). In addition, the Project also contains open spaces which are not forming part of the amenities and facilities mentioned in Schedule E and which can be used for parking "**Open Parking Areas**". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the co-owners who need the same and apply for the same with preference being given by the Promoter to those co-owners who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other co-owner nor to disturb the use of the allotted parking space by the concerned co-owner.
 4. The Purchaser acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.. The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any further construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
 5. The ownership and enjoyment of the Designated Apartment by the Purchaser shall be Subject to the observance, fulfilment and performance of the terms and conditions of this Deed as also the House Rules as stipulated in Schedule E-1 hereto.
 6. The Purchaser has been fully made aware that the said Building is an Indian Green Building Council (**IGBC**) Certified Green Building and the first time fees, costs and expenses will be borne and paid by the Promoter. All fees, costs and expenses for the renewal of the certification and for maintenance management upkeep of the machinery and equipments installed at the said Building as per the IGBC Norms and/or the relevant authorities shall form part of the Common Expenses and the Purchaser

shall be liable to pay the proportionate share thereof as part of the maintenance charges or separately as the Maintenance In-charge may demand the same.

7. The Mechanical Parking System shall be managed, maintained and up-kept by the Maintenance In-charge until such time as such Unit Holders or two-third majority of them decide to manage, maintain and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.) shall be payable by the Unit Holders who take parking facility in the Mechanical Parking System proportionately and the same shall so long the same is maintained by the Maintenance In-charge be paid by them to the Maintenance In-charge separately against bills raised by the Maintenance In-charge for the same. Any use of the Mechanical Parking System by the Unit Holders shall be subject to *Force Majeure* and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Purchaser hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
8. In case the Purchaser taking parking space in the Mechanical Parking System, the Purchaser's proportionate share in the expenses and outgoings relating to the Mechanical Parking System shall be the proportion in which the number of parking spaces in the Mechanical Parking System taken by the Purchaser may bear to the total number of parking spaces in the Mechanical Parking System. The Purchaser's proportionate share in several matters referred to herein shall be the proportion in which the built-up area of the Designated Apartment may bear to the built-up area of all the Units in the Project. It is clarified that while determining the proportionate share of the Purchaser in the various matters referred herein, the decision of the Promoter on any variations shall be binding on the Purchaser.
9. The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of ____ years from the date of the Completion Certificate.
10. **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
11. **Carpet area of Store:** The carpet area of the Store, if appurtenant to any Unit, shall be the net usable area of such Store excluding the area covered by the external walls thereof.
12. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
13. **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Servant Quarter (if any appurtenant thereto) and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony/Servant Quarter and any other Unit/Balcony/Servant Quarter and the area covered by all other external walls of the such Unit/Balcony/Servant Quarter.

14. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.
15. **Unit Area for CAM :** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.
16. In case the Purchaser has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone
17. Unless changed by the Promoter, Messrs. _____ of _____ shall be the Architects for the Project.
18. The Project shall bear the name “_____” in the design created by the Promoter or such other name or design as be decided by the Promoter from time to time.

SCHEDULE 'B' – APARTMENT, PARKING ETC.,

1. **DESIGNATED APARTMENT: ALL THAT** the flat being Unit No. ____ containing a carpet area of ____ Square feet more or less along with balcony with a carpet area of ____ Square feet more or less and a store with a carpet area of ____ Square feet and a total built-up area of Unit (including Balcony and store) of ____ Square feet more or less on the ____ floor of the building of the Project at the said Land.
2. **PARKING: ALL THAT** the right to park __ (__) medium sized motor cars at such open parking space in the ground level of the said premises as may be expressly specified by the Promoter at or before delivery of possession of the Designated Apartment.
3. **OPEN TERRACE:** ____

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE D –EASEMENTS:

(Easements Granted to the Purchaser)

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

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

SCHEDULE 'E' - AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT).

1. AMENITIES & FACILITIES:

1.1 Common Areas at the Project:

- 1.1.1 Two staircases, landings, entrance lobby and stair-cover on the ultimate roof.
 - 1.1.2 Concealed electrical wiring and fittings and fixtures for lighting the staircases, landings and lobbies, air-conditioned main entrance lobby on Ground Floor and other Common Areas and Installations.
 - 1.1.3 Two high speed automatic lifts (of 8 to 10 passengers each) and one service lift all of Kone or equivalent make.
 - 1.1.4 Transformer, sub-station and spaces required therefor, Electrical installations with main switch and meter room.
 - 1.1.5 Municipal Water supply.
 - 1.1.6 Underground water reservoir and water pump and water distribution pipes to the overhead water tank and from overhead water tank connecting to different Units and Common Areas.
 - 1.1.7 Water waste and sewerage evacuation pipes from the Units of the building to the municipal drain.
 - 1.1.8 Acoustic DG Set and space for installation of the same having capacity of full power back up to run lifts, pumps and for common lighting.
 - 1.1.9 Driveways.
 - 1.1.10 Fire fighting system with sprinklers, alarms and smoke detectors and reservoir and fire pump room.
 - 1.1.11 Common Roof subject to the exceptions and reservations.
 - 1.1.12 Solar Panels on the ultimate Roof.
 - 1.1.13 Intercom connectivity from each Unit to main security and from Unit to Unit.
 - 1.1.14 Common Washrooms on the Ground Floor, 1st floor and roof.
 - 1.1.15 Room for Caretaker/Drivers/Maintenance In-charge on the Ground Floor.
 - 1.1.16 Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas and Installations of the Building Complex.
- 1.2. **EXTRA CURRICULAR FACILITIES:** As part of the Common Areas of the Project the Promoter has constructed and/or provided Community hall with first time installation of air-conditioners, Gym with first time installation of equipments, air-conditioner, music system and Swimming pool. The Purchaser shall also be liable to pay to the Maintenance In-charge the charges as prescribed by the Maintenance In-charge from time to time for running, maintenance, replacement and/or otherwise in respect of the said facilities and its fit-outs, facilities and usage and shall also abide by the rules and regulations framed by the Maintenance In-charge for proper management and use thereof. The said Extra Curricular Facilities shall be for use by the Vendor, the Promoter and the Co-owners and the Purchaser alongwith the other Co-owners and the Purchaser shall not allow or permit the same to be used by any other person.

SCHEDULE E-1

(HOUSE RULES)

HOUSE RULES: The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. To use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners nor to store or bring upon the Designated Apartment any articles of combustible, inflammable, obnoxious, dangerous or hazardous nature or explosive or contraband materials.
2. Unless the right of parking is expressly granted and mentioned in Clause 2 of the **Schedule B** hereinabove written ("**Parking Facility**"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
3. In case the Purchaser has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - 3.1. The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - 3.2. The Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - 3.3. The Purchaser shall use the Parking Spaces so agreed to be granted, only for the purpose of parking of its medium sized motor car precisely within the demarcated Parking Spaces so granted.
 - 3.4. The Purchaser shall ensure that (a) no part of the motor car cross or exceed the limit of demarcation of such Parking Spaces and (b) only one motor car is parked in one parking space, if such right is hereby granted.
 - 3.5. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - 3.6. The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - 3.7. The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - 3.8. This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.

- 3.9. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Vendor liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendor.
- 3.10. In case the Purchaser is provided facility of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the parking facility, if taken by the Purchaser in the Mechanical Parking System, shall be subject to *Force Majeure* and subject to interruptions and inconvenience due to *Force Majeure* or mechanical faults, malfunctions etc., for which the Purchaser shall not hold the Promoter and/or the Vendor liable or responsible in any manner.
- 3.11. The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.
4. The use of the Common Areas including but not limited to the Extra Curricular Facilities shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Extra Curricular Facilities) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendor or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Extra Curricular Facilities by the Purchaser or his family members or any other person.
5. **Fittings & Fixtures:** Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. In doing and carrying out the said fit-out works, the Purchaser shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-Owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the fit-out works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Purchaser shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out any fit-out or other activity.
6. To strictly abide by and ensure that all residents, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common Areas , waste management, enforcing security and smooth functioning of the Project or for any other manner related to the Common Purposes.
7. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or

anything which can cause health disorder and to maintain best standards of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

8. Not to close or permit the closing of windows nor open any new or additional window or any other apparatus protruding outside the exterior of the Designated Apartment nor to put or fix shades, awnings, window guards or any temporary article to be hung from or placed outside the window of the said Building.
9. Not to erect or install on the windows of the Designated Apartment or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Designated Apartment nor to block up, darken, or obstruct or obscure any of the windows or lights belonging to the Designated Apartment or to any part of the said Building.
10. To keep all pipes drains basins sinks and water closets if any in the Designated Apartment clean and unblocked.
11. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save at the place as be approved or provided by the Maintenance-in-Charge nor to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Designated Apartment or any part of the said Building any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Promoter **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of its Unit at a specified area at the entrance of the Designated Apartment.
12. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
13. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Building/s at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Building at the Project or any part thereof.
14. Not to affix or install any further or additional electrical points otherwise than through competent electrical contractor who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Purchaser will be required to submit proper electrical plans to the relevant authorities, if and as applicable, for approval.

- 15.** Not to place or take into the lifts, without the prior approval of the Maintenance-in-Charge, any baggage, furniture, heavy articles or other goods.
- 16.** not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 17.** Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah/open terrace if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Building/s at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
- 18.** Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 19.** Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of the Designated Apartment and/or the said Project or permit or suffer anyone at the property expressly or impliedly with its permission or under its control to do so.
- 20.** No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 21.** To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Building at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within 7 (seven) days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout.
- 22.** Not to tamper, remove, damage, drill or allow or permit any shifting or removal of the firefighting pipelines, sprinkler system and other fire prevention infrastructure provided by the Promoter inside the Designated Apartment in any manner whatsoever and to maintain the same as per the prescribed rules and law applicable thereto. In case of any change of requirement in the fire protection or prevention measures, to comply with and adhere the same and install and maintain all necessary fire fighting and sensing system gadgets and equipment as required under such changed circumstance in the Designated Apartment and shall keep the Designated Apartment free from all hazards relating to fire. All costs of installation maintenance and operation (including for any repairs, replacements or renewals) thereof shall be paid by the Purchaser.
- 23.** To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter

and protect the other units/parts of the Building/s at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.

24. 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 Building at the Project or may cause any increase in the premia payable in respect thereof.
25. Not to put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Purchaser therefor. The air conditioners used inside the Designated Apartment and its technology will have to adhere to VRF (Variable Refrigerant Flow) Technology and shall not be changed except with the written consent of the Promoter. The wires pipelines and other connections between the outdoor and the indoor units shall pass only through floor lobby ducts specifically meant and identified therefor by the Promoter.
26. To draw cables, wires, pipes, air conditioner related pipes connecting the units at the VRF etc., only through the common ducts/voids meant therefor and no wire shall be hanged or connected from outside the said Building.
27. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Building at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
28. To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
29. Not do or cause to be done any act, deed, matter or thing whereby any rights of the Promoter or any other Unit Holder are or may be prejudicially affected, impaired or put to jeopardy.
30. Not to deface, mutilate, scratch, color, write upon or otherwise spoil the walls or the said Building or any part of the Project or any Common Areas including lift and not to affix posters or hang festoons, spit or spread dirt or do any other act which may affect the neatness or cleanliness of the Project.
31. Not to cover or damage the security cameras (CCTV) in any manner nor to do any act deed or thing which may affect the viewing or recording of camera output in any manner whatsoever.
32. To keep the Designated Apartment insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Promoter shall not be liable or responsible in any manner therefor nor for any loss or damage that the Purchaser may suffer due to theft, pilferage, fire, destruction, leakage, flooding, water-logging or otherwise.
33. Not to make any construction, addition or alteration nor cover or enclose the fire refuge platforms nor use the same in any manner whatsoever.

- 34.** Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- 35.** To maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 36.** Not to alter the outer elevation or façade or color scheme of the Building at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Building at the Project 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.
- 37.** Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 38.** not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 39.** Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other Co-owners.
- 40.** To allow and permit the Promoter the following rights and authorities:-

 - (i) The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc. and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
 - (ii) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in its sole discretion, may think fit and proper) with the owner, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the owner/supplier/service provider) against applicable

charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Building or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owner/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

41. The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

- (i) Property Tax, Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Apartment directly to the Kolkata Municipal Corporation Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Promoter proportionate share of all such rates and taxes assessed on the said Land.
- (ii) All other taxes, impositions, levies, duties, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings (including tube-well licence fee, drainage fee/tax) whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of the Designated Apartment or the said Building or the said Land and whether demanded from or payable by the Purchaser or the Promoter and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the said Building or the said Land.
- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment on the basis of the reading shown in the meter provided for the Designated Apartment by the CESC Limited or such minimum and other charges as demanded by the CESC Limited and such charges shall be solely and exclusively paid by the Purchaser directly to the CESC Limited within the due dates thereof.
- (iv) Operational costs and charges for enjoying and/or availing and consuming power from the common Generator to be installed and the same shall be payable to the Maintenance-in-Charge based on the reading shown in the meter provided for the Designated Apartment by the Promoter it being clarified that the Purchaser shall be liable to pay such minimum monthly charges as may be decided by the Maintenance In-charge taking into account the load taken by the Purchaser.
- (v) Charges for water and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

- (vi) Charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Unit Holders, proportionately to the Maintenance-in-Charge or the appropriate authorities as the case may be.
 - (vii) Proportionate share of all Common Expenses to be paid to the Maintenance-in-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance-in-Charge, maintenance charges calculated @Rs.____/- (Rupees ____) only per square foot per month of the Unit Area for CAM mentioned in clause 15 of **Schedule A-2** above. 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 cost involved in the same. It is made clear that the said monthly maintenance charges does not include any payment or contribution towards the repair, replacement, reinstatement etc. of any common area equipment or installation and the Purchaser undertakes and binds himself to pay proportionate share of all costs charges and expenses on account of such repair, replacement, reinstatement etc., as be demanded by the Maintenance-in-Charge from time to time.
 - (viii) In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs.____ /- per annum to be increased every 3 (three) years by ____% (____percent) of the amount then payable.
 - (ix) In case the Purchaser taking parking facility in the Mechanical Parking System, proportionate share of all fees, costs, charges, taxes and expenses for managing maintaining, up-keeping, running and operation of the Mechanical Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation etc.
 - (x) Goods and Service Tax and any applicable tax, cess, imposition or levy whether existing or as may be imposed or revised in future in respect of the Designated Apartment or in respect of any amounts and outgoings payable in respect of the Designated Apartment also all penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
 - (xi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 41.1. All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 (seven) days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Apartment Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof

and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default.

- 41.2. The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 41.3. Furthermore, the maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any common area or installations or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charges.
- 41.4. In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the taxes and outgoings or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-Charge, interest at the rate of ____% per month on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-Charge, shall be entitled to take all or any one or more of the following recourses, in any priority to (i) disconnect the supply of electricity to the Designated Apartment, (ii) withhold and stop all other utilities and facilities (including lifts, generators, water etc.) to the Purchaser and its agents, tenants or licencees and/or the Designated Apartment, (iii) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Apartment, (iv) carry out any required remedial measures in which event all costs and expenses incurred thereby together with penalty equivalent to ____% of such costs and expenses shall be paid by the Purchaser to the Maintenance-in-Charge forthwith on demand and (v) the Purchaser shall compensate and also indemnify the Promoter and all other affected persons and the Maintenance In-charge for all losses or damages that they may suffer or incur owing to such default of the Purchaser.
- 41.5. It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water and other utilities etc., owing to any non-payment of bills and charges by the Purchaser.
- 41.6. The Purchaser shall be and remain responsible for and to indemnify the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the said Land or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

SCHEDULE E-2

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

- 1.1. **MAINTENANCE:** All costs and expenses of maintaining (including annual maintenance contracts), repairing, replacing, restoring, updating, upgrading, painting, repainting, fixing, decorating, renewing, cleaning, lighting etc., as may be required from time to time, of the main structure and facade of the said Building, its external glazing, inter locking etc., and of the roof of the Designated Apartment to the extent of leakage and drainage, the Common Areas, Building Management System, Security System (including CCTV), Generator Set, Fire-Fighting systems and equipments, Elevator Systems, common pipes/drains, gutters/conduits/cables/wires/ machineries/fixtures/ fittings/equipments (including equipments installed at the Extra Curricular facilities) etc., in the Project and any other area, installation or facility enjoyed or used by the Purchaser in common with the Promoter and other Unit Holders or serving more than one unit.
- 1.2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas, Building Management System, Security System (including CCTV), Generator Set, Fire-Fighting systems and equipments, Elevator Systems, common pipes/drains, gutters/conduits/cables/wires/machineries/fixtures/ fittings/equipments (including equipments installed at the Extra Curricular facilities) etc., in the Project and any other area, installation or facility enjoyed or used by the Purchaser in common with the Promoter and other Unit Holders or serving more than one unit and also the costs of repairing, renovating and replacing the same, including expenses on account of AMC (Annual Maintenance Contract) for all machines equipments and installations comprised in the Common Areas.
- 1.3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
- 1.4. **MAINTENANCE-IN-CHARGE:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance-in-Charge until handing over the same to the Association.
- 1.5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
- 1.6. **AMC & INSURANCE:** Annual Maintenance Contracts, premium for insurance, if so done, of the Project (except individual units) and/or of the Common Areas and also for any other areas as the Maintenance-in-Charge may deem fit and proper for earthquake, damages, fire, lightning, mob, violence, civil commotion and other risks, if insured.
- 1.7. **GREEN BUILDING:** All fees, costs, charges and expenses for the renewal and/or continuance of the certification of the said Building as an Indian Green Building Council (**IGBC**) Certified Green Building and for maintenance management upkeep of the machinery and equipments installed at the said Building as per the IGBC Norms and/or the relevant authorities.

- 1.8. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 1.9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 1.10. **REPAIRS RENOVATIONS AND REFURBISHMENTS:** All expenses and costs and charges for regular repairs renovations and refurbishments from time to time of various installations and also the Project including expenditure of capital nature.
- 1.11. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces excluding MLCP and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
1. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Maintenance-in-Charge for the common purposes and/or the Association.

DATED THIS ____ DAY OF _____ 2021

BETWEEN

SREE KAMAKHYA TEA CO PRIVATE LIMITED

....VENDOR

AND

_____ & ANR.

.... Purchaser

AND

ISHA MULTICON HOMES LLP

....PROMOTER

CONVEYANCE

(Unit No. ____)

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