

## **DEED OF CONVEYANDE**

**THIS CONVEYANCE DEED** executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_ (Month), 20\_\_\_\_.

### **B E T W E E N**

**SRI AKHIL KUMAR SINGH** (PAN AKCPS9774R), son of Kashi Prasad Singh residing at, 1, Haridas Daw Road, New Alipore, Kolkata- 700053 P.O.- New Alipore, P.S.-Behala, West Bengal, by religion Hindu, Nationality Indian, by Occupation-Service, hereinafter referred to as the **LAND OWNER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **FIRST PART**, Represented by his Constituted Attorney, **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Late Sunil Kumar Roy, residing at Vill-Panapukur, P.O. – Bhangar, P.S. – Kashipur, Dist. – South 24-Parganas, Pin: 743502, West Bengal, by faith Hindu, by Nationality Indian, by occupation Business, carrying on business under the name and style of **M/S. NAOOLIN REALCON PVT. LTD. (Pan AAFCN0116N)** a company incorporated within the meaning of the Companies Act, having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2<sup>nd</sup> Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091 (formerly Block-FD, House No. FD-324, Salt Lake, Sector-III, Kolkata – 700106) West Bengal, by virtue of a Development Power of Attorney registered before ADSR Rajarhat on 14<sup>th</sup> August, 2018, being Deed No.152309427 of 2017, Volume No. 1523-2018, Pages From- 313918 to 313954.

### **AND**

**NAOOLIN REALCON PVT. LTD. (CIN NO. U45400WB2015PTC207452) (Pan No. AAFCN0116N)** a Company having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2<sup>nd</sup> Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091, West Bengal, represented through its Director **SRI DEBASHIS ROY** (PAN No. AOPPR3859H) son of Sri Sunil Kumar Roy, residing at Village Panapukur, P.O. – Bhangar, P.S. – Kashipur, District – South 24-Parganas, Pin: 743502, West Bengal, hereinafter called

and referred to as the "DEVELOPER / PROMOTER " (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and 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]

**[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).

**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)\*\*

**PURCHASER/ THIRD PART**

The Vendors, 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 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) "**Section**" means a section of the Act.

**II.**

**WHEREAS** although the WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. a Govt. Company incorporated under the Companies Act, 1956 (Act I of 1956) and the Planning Authority, as appointed by the state Govt vide order no- 1490-/HI/HGN/NTP-/1M-1/98 Dated 14<sup>th</sup> September, 1999, in respect of the Planning Area declared as such under Notification no 1423/HI/HGN/NTP/1M-1/98 dated 27<sup>th</sup> August,

1999, hereinafter referred to as the WBHIDCO Ltd. having its registered office at Salt Lake Stadium Complex , Gate No- 3. Sector -III , Salt Lake , Kolkata- 700098 has a State wide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (hereinafter called the New Town Kolkata) and the State Govt. in the Housing Department on behalf of the said WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD. conferring on the said WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.the entire responsibilities of developing the infrastructure services therein and also the power to transfer WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD lands by way of sale to the individual persons , co-operative Housing Societies , Corporate Bodies as well as Statutory Authorities as the case maybe in order to develop Newtown as a major hub for residential , Industrial , institutional and cultural purpose etc.

**AND WHEREAS** the Govt. of West Bengal therein has a statewide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (hereinafter called the New Town, Kolkata) and the State Government in the Housing Department on behalf of West Bengal Housing Infrastructure Development Corporation Ltd., has acquired lands in the districts of North 24-Parganas and South 24-Parganas and has transferred such land to the West Bengal Housing Infrastructure Development Corporation Ltd, conferring the entire responsibilities of developing the infrastructure services therein and also the power to transfer lands by way of sale to the individual persons, Co-operative Housing Societies, Corporate Bodies as well as Statutory Authorities as the case may be in order to develop New Town as a major hub for residential, industrial, institutional and cultural purposes etc.

**AND WHEREAS** the Owners herein applied to West Bengal Housing Infrastructure Development Corporation Ltd., the VENDOR therein for purchase of a piece and parcel of land in the New Town, Kolkata so as to enable the PURCHASERS therein as well as the Owner herein to erect a building thereon for residential purposes after complying with all formalities for allotment of such land by the West Bengal Housing Infrastructure Development Corporation Ltd., the VENDOR therein.

**AND WHEREAS** the said West Bengal housing Infrastructure Development Corporation Ltd. has accepted their aforesaid proposal and sold, conveyed and transferred a plot of land measuring about 300.12 Sq. Meter be same or little more or less being Premises No. 15-093, in Street No. - 93 (Erstwhile plot No. AB-02 in Block No. AB HIG (I)-II Category) Situated in the New Town, Police Station – Rajarhat, District – North 24-Parganas, in favour of Sri Akhil Kumar Singh, the Owner herein by virtue of one Deed of Conveyance executed on 2<sup>nd</sup> day of December, 2004 and registered on 6<sup>th</sup> day of December, 2004, duly registered before the Additional District Sub-Registration Office, Bidhannagar, Salt Lake City, and recorded in Book No. I, volume No. 477, pages from 98 to 125, being no. 8046 for the year 2004, fully described in the Schedule thereunder as well as hereunder written absolutely and forever.

**AND WHEREAS** In pursuance of letter No. MP-I/HIDCO/ADMN/2004 dated 4/1/2005 WBHIDCO LIMITED delivered possession of the said land measuring about 300.12 Sq. Metre be same or little more or less. being Premises No. 15-093, in Street No. - 93 (Erstwhile plot No. AB-02 in Block No. AB HIG (I)-II Category) Situated in the New Town, Police Station – Rajarhat, District – North 24-Parganas, area more particularly described in the Schedule hereunder to AKHIL KUMAR SINGH.

**AND WHEREAS** After purchase as aforesaid, the said) **AKHIL KUMAR SINGH**, the Owner herein mutated his name with the records of New Town Kolkata Development Authority, land measuring about 300.12 Sq. Metre be same or little more or less being Premises No. 15-093, in Street No. - 93 (Erstwhile plot No. AB-02 in Block No. AB HIG (I)-II Category) Situated in the New Town, Police Station – Rajarhat, District – North 24-Parganas, and the said Authority assessed the same being Assessee No. 01-02-150000093-01-000000 vide Volume No.1, Page 76, Serial No. 490 and the recording of date is 28<sup>th</sup> day of May, 2012.

**AND WHEREAS** with an object to develop the land, the Landowner/ Vendor herein entered into a Development Agreement on 14.08.2018 with the Developer herein, **M/S. NAOOLIN REALCON PRIVATE LIMITED**, a having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2<sup>nd</sup> Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091 (formerly Block-FD, House No. FD-324, Salt Lake, Sector-III, Kolkata – 700106)

West Bengal, represented through its Director **SRI DEBASHIS ROY** son of Sri Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Dist. – South 24-Parganas, Pin: 743502, West Bengal, by faith Hindu, by Nationality Indian, by occupation Business, which was duly registered with the Office of the Additional District Sub-Registrar at Rajarhat and recorded in Book No. I, Volume No- 1523-2018, Pages- 313918 to 313954 Being No. 09427 for the year 2018 and thus appointed the said Developer as the sole and exclusive Developer of the said plot of land owned by the Landowner herein for the purpose of construction of the new multistoried apartment building thereupon as the terms and conditions recorded therein simultaneously the Landowner herein appointed nominated and constituted the Developer herein as the true and lawful Attorney of the Landowner/Vendor herein by a registered Power of Attorney dated 21.08.2018, which was registered with the Office of the Additional District Sub-Registrar at Rajarhat and recorded in Book No. I, Volume No.- 1523-2018, Pages- 320949 to 320971 Being No. 09665 for the year 2018;

**AND WHEREAS** with a view to develop the aforesaid property by raising construction of a G+IV storied building, the Vendor/Developer herein prepared a Building Plan with the help of one reputed Architect and submitted the same before the concerned Authority for necessary approval and after obtaining the Building Sanctioned Plan from the New Town Kolkata Development Authority, the Developer commenced construction on the same, which is now complete.

**AND WHEREAS** with a view to develop the aforesaid property by raising construction of a multi-storied building, the Developer herein prepared a Building Plan for constructing a G+4 storied residential building with the help of one reputed Architect and submitted the application before the concerned Authority for Dated 11<sup>th</sup> Sep-2018, which was duly sanctioned by the New Town Kolkata Development Authority on 18<sup>th</sup> Jan, 2019 vide PIN No. 0150009320190102. The Vendor has commenced construction on the same, which is now in progress and expect to be completed within very short period.

- B.** The said Land has been earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project is known as “**DEBANISTHA**” (“**Project**”) more particularly described in **Schedule A-1**.

- C.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments and buildings from Bidhannagar 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 \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- E.** By Agreement for Sale dated \_\_\_\_\_ ("**Agreement**"), the Promoter and the Vendors agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** unit no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type, on floor in [tower/block/building] no. \_\_\_\_\_ ("**Building**") more particularly described in **Schedule A-2**, along with \_\_\_\_\_ number parking more particularly described in **Schedule B** as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (collectively "**Designated Apartment**") and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**.
- F.** The Parties have gone through all the terms and conditions set out in this Deed 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 and the Vendors paid at or before the execution hereof (the receipt whereof the Promoter and the Vendors do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being no. \_\_\_\_\_ together with ..... car parking being no. ....**AND TOGETHER WITH** right to use the Common Areas in common with the Vendors 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 Vendors 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/Vendors 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 Vendors do hereby sell and transfer unto and to the Association undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendors and the Promoter do hereby sell and transfer undivided proportionate title to the other Common Areas absolutely

**IV. THE VENDORS 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 **vendors and the promoter** save only those as are expressly mentioned herein.
- (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 Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors 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 as modified

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 APARTMENT/PLOT:** 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. **HANDOVER OF DOCUMENTS:** The Purchaser and the Association acknowledges and confirms that the Promoter has handover 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 outgoing before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (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 outgoing, 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 of 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 Basement and Service Areas: The basement(s) and service areas if any located within the project are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, 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 and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association 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 Purchasers 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/modified 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, 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 ALLOTTEES:** 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 Allottees 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 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 AGREEMENT:** 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:** Both 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 Kolkata
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 their respective 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 an 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.
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/Promoter:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_

In the presence of:

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

**Allottee/s:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

**Promoter:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_

in the presence of:

**WITNESSES:**

1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 'A'**

**- SCHEDULE OF THE OF THE LAND ABOVE REFERRED TO-  
(SAID PLOT)**

**SCHEDULE-'A1' :**

**ALL THAT** piece and parcel of land measuring about 4.487 Cottahs be the same a little more or less, being Premises No- 15-093 being in Street No-93 (Erstwhile Plot No. 2, in Block No. AB HIG(I)-II Category), Action Area – 1, situated in the New Town Police Station, in the district of North 24-Parganas.

butted and bounded as follows :

ON THE NORTH : By Street No -93  
ON THE SOUTH : By Premises No- 16-091  
ON THE WEST : By Premises No- 13-093  
ON THE EAST : By Street No- 17- 093

**SCHEDULE A-2:**

**DESCRIPTION OF THE [APARTMENT/UNIT]  
ALONG WITH  
BOUNDARIES IN ALL FOUR DIRECTIONS**

**ALL THAT** one self-contained incomplete residential flat being **Flat No.** , measuring a Chargeable area of Sq.ft. (carpet area ..... + ..... balcony area) more or less on the ..... **Floor** being Premises No- 15-093 being in Street No-93 (Erstwhile Plot No. 2, in Block No. AB HIG(I)-II Category) , Action Area – 1, situated in the New Town Police Station, in the district of North 24-Parganas. together with the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building.

ON THE NORTH : By Street No -93  
ON THE SOUTH : By Premises No- 16-091  
ON THE WEST : By Premises No- 13-093  
ON THE EAST : By Street No- 17- 093



### **SCHEDULE-A-3**

#### **DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:**

- 1 **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:
  - 1.1 "this Deed" shall mean this Deed and Schedules all read together.
  - 1.2 "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 Owners/Promoter, shall mean the respective Owner and/or Promoter.
  - 1.3 "sanctioned plan" shall mean the plan sanctioned by the New Town Kolkata Development Authority on 8th May, 2019 vide PIN No. 0010001120190411.
  - 1.4 "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.
  - 1.5 "Common Purposes" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, complying with all statutory obligations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses, including payment of all statutory dues 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.
  - 1.6 Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
  - 1.7 Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- 2 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 the Agreement as also the House Rules as stipulated in Schedule E-1 hereto.
- 3 The Project shall bear the name "DEBANISTHA" The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

## **SCHEDULE A-4**

### **CHAIN OF TITLE**

1) The Government of West Bengal Housing Department (N.T.P.) Branch, Notification No. 581-/HI/HG/NTP-2L-9/99(Pt.) Dated 27.10.2006, the State of West Bengal has under Section 29(1) of the West Bengal Housing Board Act, 1972 (West Bengal Act XXXII of 1972) transferred a land measuring more or less 12.638 Acres in Mouzas – Mohishgote and Mahishbathan, J.L. No. 20 and 18 respectively both under P.S. Rajarhat, District – North 24-Parganas and by direct purchase which is confirmed by West Bengal Housing Infrastructure Development Corporation Limited, a Government Company incorporated under the Companies Act. 1956, (hereinafter referred to as WBHIDCO) vide their Memo No. 4581/HIDCO/Admn-608/2004 Dated 01.09.2006 measuring more or less 4.387 Acres land in the same area, totalling an area of 17.025 Acres of land at Action Area – 1A, at New Town, Kolkata and the BOARD is in peaceful possession of the same.

2) The Board with a view to provide developed lands for residential accommodation to the Individuals as well as Housing Cooperative Societies as a part of development of a planned town (hereinafter called the New Town, Kolkata) has, inter-alia, carved out plots of varying measurements at, being Premises No.- 15-093 being in Street No-93 (Erstwhile Plot No. 2, in Block No. AB HIG(I)-II Category), Action Area – 1, situated in the New Town Police Station.

3) In pursuant to the application made by Akhil Kumar Singh for purchase a piece and parcel of land in the said project to erect a building thereon for residential purpose and agreeing to comply with the terms and conditions prescribed by the BOARD for the purchase of plots in the said project.

4) The said Board has accepted her aforesaid proposal and sold, conveyed and transferred a plot of land measuring about 4.487 Cottahs be the same a little more or less, being Premises No- 15-093 being in Street No-93 (Erstwhile Plot No. 2, , in Block No. AB HIG (I)-II Category), Action Area – 1, situated in the New Town Police Station, in the district of North 24-Parganas. in favour of Sri Akhil Kumar Singh by virtue of One Deed of Conveyance duly registered before the Additional District Sub-Registration Office,

Bidhannagar, Salt Lake City, execution dated on 2<sup>nd</sup> day of December, 2004 and registered dated 6<sup>th</sup> Dec 2004 recorded in Book No. I, Volume No. 477, Pages from 98 to 125, Being No. 8046 for the year 2004 and subsequently the said Board also handed over the said property in her favour by issuing one letter of Possession Being letter no- 43/HIDCO /ADMN/2004 dated 04.01.2005.

5) The said Sri Akhil Kumar Singh is became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the property by virtue of purchase an absolute estate in fee simple possession to the said piece and parcel of land measuring about 4.487 Cottahs be the same a little more or less, being Premises No. 15-093, in Street No. -93 (Erstwhile plot No. in Block No. AB-02) Category HIG(Individual -II) Situated in the New Town, Police Station – Rajarhat, District – North 24-Parganas, And there after mutated their names in record of NKDA being certificate no 490/2012 being Assessee No. 01-02-150000093-01-000000 vide Volume No.1, Page 76, Serial No. 490 and the recording of date is 28<sup>th</sup> day of May, 2012.

6) with an object to develop the land, the Landowner/ Vendor herein entered into a Development Agreement on 14.08.2018 with the Developer herein, **M/S. NAOOLIN REALCON PRIVATE LIMITED**, a having its Principal Place of business at Merlin Matrix, Unit No. 203, DN-10, Sector-V, 2<sup>nd</sup> Floor, P.O. – Sech Bhavan, P.S. – Electronic Complex, Kolkata – 700091 (formerly Block-FD, House No. FD-324, Salt Lake, Sector-III, Kolkata – 700106) West Bengal, represented through its Director **SRI DEBASHIS ROY** son of Sri Sunil Kumar Roy, residing at Vill. Panapukur, P.O. – Bhangar, P.S. – Kashipur, Dist. – South 24-Parganas, Pin: 743502, West Bengal, by faith Hindu, by Nationality Indian, by occupation Business, which was duly registered with the Office of the Additional District Sub-Registrar at Rajarhat and recorded in Book No. I, Volume No- 1523-2018, Pages- 313918 to 313954 Being No. 09427 for the year 2018 and thus appointed the said Developer as the sole and exclusive Developer of the said plot of land owned by the Landowner herein for the purpose of construction of the new multistoried apartment building thereupon as the terms and conditions recorded therein simultaneously the Landowner herein appointed nominated and constituted the Developer herein as the true and lawful Attorney of the Landowner/Vendor herein by a registered Power of Attorney dated 21.08.2018, which was registered with the Office of the Additional District Sub-Registrar at Rajarhat and recorded

in Book No. I, Volume No.- 1523-2018, Pages- 320949 to 320971 Being No. 09665 for the year 2018;

7) with a view to develop the aforesaid property by raising construction of a multi-storied building, the Developer herein prepared a Building Plan for constructing a G+4 storied residential building with the help of one reputed Architect and submitted the application before the concerned Authority for Dated 11<sup>th</sup> Sep-2018, which was duly sanctioned by the New Town Kolkata Development Authority on 18<sup>th</sup> Jan, 2019 vide PIN No. 0150009320190102. The Developer has commenced construction on the same, which is now complete.

**SCHEDULE 'B' -PARKING ETC.,**

**DESCRIPTION OF THE PARKING**

ALL **THAT** ..... car parking space being no. - ..... in ..... being Premises No- 15-093 being in Street No-93 (Erstwhile Plot No. 2, , in Block No. AB HIG (I)-II Category) , Action Area - 1, situated in the New Town Police Station, in the district of North 24-Parganas. together with the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building.

ON THE NORTH : By Street No -93  
ON THE SOUTH : By Premises No- 16-091  
ON THE WEST : By Premises No- 13-093  
ON THE EAST : By Street No- 17- 093

**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 Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, 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 Vendors 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 accepted and reserved for the Vendors 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' -**

**SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)UNIQUE FEATURES FOR THE PROJECT-**

**SCHEDULE E-1**

**(HOUSE RULES)**

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

- 1.1 To use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever 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.
- 1.2 That unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A 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. In case the Purchaser has applied for and has been allotted parking facility, the same shall be subject to the following conditions:-
  - 1.2.1 The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
  - 1.2.2 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;;
  - 1.2.3 the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
  - 1.2.4 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.
  - 1.2.5 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.
  - 1.2.6 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.
  - 1.2.7 This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - 1.2.8 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 Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.

1.2.9 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.

1.2.10 Any use of the Mechanical Parking System by the Purchaser Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that 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.

1.3 In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:-:

1.3.1 To use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times

1.3.2 Not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet

1.3.3 Not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building;

1.3.4 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.

1.3.5 Not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land

- 1.3.6 Not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the said Building and/or the said Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-Charge
- 1.3.7 Not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- 1.3.8 Not to sub-divide the Open Terrace in any manner.
- 1.4 The use of the Common Areas including but not limited to the Community Hall Facility 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 Community Hall Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Community Hall Facility by the Purchaser or his family members or any other person.
- 1.5 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 standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 1.6 Not to claim any access or user of any other portion of the Project except the said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 1.7 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of the Designated Apartment at a designated place. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.

- 1.8 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.
- 1.9 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 Buildings 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 said Building or any part thereof.
- 1.10 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 1.11 Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the said Building or the said Land save the battery operated inverter inside the Designated Apartment.
- 1.12 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 1.13 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.
- 1.14 No bird or animal shall be kept or harboured 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.
- 1.15 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 Buildings 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 seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 1.16 To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and

without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.

- 1.17 To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
- 1.18 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 Buildings 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.
- 1.19 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 said Building or may cause any increase in the premia payable in respect thereof.
- 1.20 Not to commit or permit to be committed any alteration or changes in, or draw from outside the said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 1.21 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.
- 1.22 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.
- 1.23 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, Bidhannagar Municipal Corporation, WBSEDC 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.

- 1.24 Not to alter the outer elevation or façade or colour scheme of the Buildings (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 Buildings 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.
- 1.25 Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 1.26 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 1.27 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, Community Hall, 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.
- 1.28 To allow and permit the Promoter the following rights and authorities:-
  - 1.28.1 The Promoter shall at all times also be entitled to put or allow anyone 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.
  - 1.28.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, 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 Owners/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 Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/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.

1.28.3 The Promoter shall at their sole discretion be entitled to provide separate entrances and other facilities to the Co-owners of different blocks or use groups and to identify and demarcate separate pathways for them respectively and for that to divide the ground floor area and/or any portion of the Buildings in such manner as the Promoter may deem fit and proper.

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

1.29.1 Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Bidhannagar Municipal Corporation, BLLRO, and any other appropriate authority 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 Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.

1.29.2 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge 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 Building or the said Land or any part thereof.

1.29.3 Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).

1.29.4 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.

- 1.29.5 Proportionate share of all Common Expenses 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, recurring monthly maintenance charges calculated @ Rs.3.50/- (Rupees three and paise fifty) only per Square foot per month. The said minimum rates 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.
- 1.29.6 In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @\_\_\_\_\_ per annum to be increased every three years by 10% (ten percent) of the amount then payable. It is clarified that the Parking facility maintenance charges are fixed accordingly to the category of Parking Facility allotted to the Purchaser
- 1.29.7 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 1.29.8 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 all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 1.30 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 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box 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.
- 1.31 The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from

time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas 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 Purchaser.

- 1.32 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.
- 1.33 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules 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 1.25% (one decimal two five percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 1.34 The Purchaser shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings 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 Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or 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 **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project including Common Unit, Community Hall, MLCP, lifts, generators, intercom, CCTV, water pump with motors, electricals and solar plant, Community Hall related equipments and also the Parking Spaces and all



adjoining side spaces and all related gutters and pipes for all purposes, drains and cables and wires, equipments and accessories, machinery, tools and tackles etc..

- 2 **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas and also the Parking Spaces
- 3 **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- 4 **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- 5 **TAXES / Fees:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises including all statutory outgoings (save those assessed separately in respect of any unit).
- 6 **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 7 **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 8 **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 9 **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 including MLCP and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- 10 **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, and the Association for the common purposes.