

SALE DEED

THIS INDENTURE executed on this _____ day of _____, 2018.

BY AND BETWEEN

CHOWRINGHEE RESIDENCY PRIVATE LIMITED (PAN AACCD6701C) a Company incorporated under the Companies Act, 1956 having its Registered Office at 42B, Chowringhee Road, Kolkata 700071, represented by its _____, hereinafter referred to as “the **PROMOTER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or nominees and assigns) of the **ONE PART**

AND

_____ hereinafter referred to as “the **ALLOTTEE / PURCHASER**” of the **OTHER PART**:

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

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Promoter is the absolute owner of **All That the Larger Premises (as defined in Annexure "A")**, being the present municipal premises No.42B Chowringhee Road (formed on amalgamation of the erstwhile premises Nos. 42B Chowringhee Road, 7 Nandalal Basu Sarani and 3/1 Middleton Street) containing a land area of 214 cottahs 11 chittacks 33 sq. ft. [equivalent to 3.549 acres] more or less, under Police Station Shakespeare Sarani, Kolkata 700071, under Sub-Registration office Kolkata in the District of South 24 Parganas in Ward No. 063 of The Kolkata Municipal Corporation, morefully and particularly mentioned and described in **PART-I of the FIRST SCHEDULE** hereunder written **SAVE** such undivided shares / parts therein as have already been conveyed in favour of various Allottees. Devolution of title of the Promoter to the said Premises is set out in the **FIFTH SCHEDULE** hereunder written.
- C. The **said Premises (as defined in Annexure "A")**, being the divided and demarcated portion of the said Larger Premises No.42B Chowringhee Road (on the **Western side** thereof) containing a land area of 178 Cottahs 11 Chittacks 43 Square Feet more or less, morefully and particularly mentioned and described in **PART-II of the FIRST SCHEDULE**, is earmarked for the purpose of building a Project (as hereinafter defined).
- D. The **Adjoining Property / Portion**, being the remaining divided and demarcated portion of the said Larger Premises on the **north-eastern corner** thereof containing a land area of 35 Cottahs 15 Chittacks 35 Square Feet more or less (which was the previous premises No.7 Nandalal Basu Sarani) is excluded from the purview and ambit of these presents and shall continue to be owned held and possessed by the Promoter solely exclusively and absolutely with right to use enjoy and develop as the Promoter may deem fit and proper in its absolute discretion, and the Allottee shall not have any claim ownership share right title interest whatsoever or howsoever therein nor any claim or demand with regard thereto nor object to development of the same.

It is expressly agreed understood and clarified that both the **said Premises** and the **said Adjoining Property** are and shall always remain independent separate properties, to the extent that even all the services, amenities, facilities, entry and exit access points etc., shall be separate & exclusive and independent of each other, notwithstanding the fact that a single plan may be sanctioned for both the properties. Accordingly, the rights of the allottees / owners of flats, apartments, units etc., in the land shall remain restricted to their respective properties in which their flats, apartments, units etc., shall be situated.

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

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. _____ (Rupees _____) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge), the Promoter doth hereby grant sell convey transfer release assign and assure unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations described in the **THIRD SCHEDULE** in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from

encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

II. THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Promoter professes to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment / Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Promoter.
- iii) The Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Promoter unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE PROMOTER as follows:

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

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

It is agreed and clarified that the Association of Allottees has already been formed and the same is now in charge of the Common Areas and Installations and the Promoter shall not be held liable therefor in any manner whatsoever.

3. The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the Kolkata Municipal Corporation.
4. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that since, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required to be transferred to the Association / Maintenance Company etc., the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees proportionately and/or the Association of Allottees (including the Allottee herein) and the Promoter shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter fully indemnified with regard thereto;
5. The Project at the said Premises shall bear the name "**The 42**" unless changed by the Promoter from time to time in its absolute discretion.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

WITNESSES TO ALL THE ABOVE:

1. Signature _____
Name _____
Address _____

2. Signature _____

Name _____

Address _____

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

**PART-I
(Larger Premises)**

ALL THAT the municipal premises No.42B Chowringhee Road (formed on amalgamation of the erstwhile premises Nos.42B Chowringhee Road, 7 Nandalal Basu Sarani and 3/1 Middleton Street), Kolkata 700071 and containing land with structures on a land area of 214 cottahs 11 chittacks 33 sq. ft. [equivalent to 3.549 acres] more or less, under Police Station Shakespeare Sarani, Kolkata 700071, under Sub-Registration office Kolkata in the District of South 24 Parganas in Ward No. 063 of the Kolkata Municipal Corporation and shown marked within "**BLUE**" borders on the **First Plan** hereto annexed and butted and bounded in the manner following :-

ON THE NORTH : Partly by 42C Chowringhee Road; partly by 3, Middleton Street and partly by Middleton Street;
ON THE EAST : *Partly by Nandalal Bose Sarani;*
ON THE SOUTH : Partly by 7/1 Nandalal Bose Sarani; partly by 12 Ho Chi Minh Sarani, partly by 13 Ho Chi Minh Sarani and partly by 43 Chowringhee Road.
ON THE WEST : By Chowringhee Road

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

**PART-II
(said Premises)**

ALL THAT a divided and demarcated **Western** portion of the Larger Premises, described in **Part-I of this Schedule** hereinbefore, containing an area of 178 Cottahs 11 Chittacks 43 Square Feet more or less and shown verged within "**PINK**" borders on the **First Plan** hereto annexed and butted and bounded in the manner following :-

ON THE NORTH: Partly by 42C Chowringhee Road and Partly by 3, Middleton Street;
ON THE EAST: *Partly by 7 Nandalal Bose Sarani and Partly by 7/1 Nandalal Bose Sarani;*
ON THE SOUTH: Partly by 12 Ho Chi Minh Sarani; partly by 13 Ho Chi Minh Sarani and partly by 43 Chowringhee Road;
ON THE WEST: By Chowringhee Road.

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

THE SECOND SCHEDULE ABOVE REFERRED TO:

(UNIT)

All That the **Residential Flat / Apartment bearing No.** _____ containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet) more or less on the _____ side on the _____ **floor** of the **Tower Building** at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**".

TOGETHER WITH the triple height Sky Balcony containing a total built-up area of ___ square feet more or less and attached to the said Flat / Apartment No. ___, which Sky Balcony is shown in the Second Plan annexed hereto duly bordered thereon in "LIGHT BLUE Hatched Colour".

TOGETHER WITH the right to park ___ numbers of standard cars in the Multilevel Club Block, as shown in the **Plan** annexed hereto, duly bordered thereon in "___".

TOGETHER WITH the right to park ___ numbers of Luxury cars in the Multilevel Club Block, as shown in the **Plan** annexed hereto, duly bordered thereon in "___".

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Installations)

- a. Land comprised in the said Premises described in **Part-II of the First Schedule** (i.e. only the divided and demarcated portion of the said Larger Premises on the **Western side** thereof containing a land area of 178 Cottahs 11 Chittacks 43 Square Feet more or less).
- b. Exclusive Lobby and triple height entrance Foyer in the Ground Floor of the Tower Building.
- c. All staircases along with their full and half landings with stair covers on the ultimate roof/s.
- d. For the Tower Building, 4 (four) high-end automatic Passenger lifts, 1 Goods lift and 1 Service lift along with respective lift shafts and the lift lobbies on all floors.
- e. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, ground floor lobby, lift lobbies and landings and operating the lifts with separate electric meter/s.
- f. Effective Fire-fighting system designed to detect and fight fire.
- g. Effective water distribution system with Water Treatment Plant and Reverse Osmosis Plant.
- h. Common Security/IBMS/Communication room(s) of the Tower Building.
- i. Electrical rooms in the ground floor of the Tower Building.
- j. Common toilets in the Ground Floor along with one toilet for the differently abled.
- k. Intercom / EPABX facilities with connections to each individual Flat / Apartment from the reception in the ground floor.
- l. 2(two) Service Floors at intermediate levels catering inter-alia to different plumbing & mechanical services of the Tower Building.
- m. Underground water reservoir with Fire & Domestic Water pump room.
- n. Waste water and sewage evacuation pipes from the Units to drains and sewers common to the building and from there to the Sewage Treatment Plant.
- o. Entrance and exit gates of the said Premises.
- p. Decorated drop-off area in the ground floor entrance of the Towers, Paths, passages and driveways.
- q. Reserved space in the Club Block or in the compound of the said Premises for parking of 15(fifteen) visitors' cars & 2(two) visiting doctors' cars.
- r. For Club Block, 3 (three) Passenger lifts & 1 (one) dedicated Service lift for kitchen along with respective lift shafts and the lift lobbies on each floor.
- s. Residents' Multipurpose Hall with lobby, dedicated kitchen, Store, Ladies and gents toilets in the Club Block.
- t. Residents' Club with exclusive lounge, well-equipped Gymnasium, Yoga Room, Games Room, Change rooms, Swimming pool at the terrace of the Club Block.
- u. Area designated for Stand-by Diesel generator set with DG of reputed make of sufficient capacity installed thereat for lighting the lights at the common areas, for operation of lifts and pumps and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.

- v. DG panel room along with DG panel in the ground floor of the Club Block.
- w. Underground Rain water harvesting system with Tank located besides the Club Block.
- x. Deep recharge well strategically located at ground level for sub-soil water recharge.
- y. Sewage Treatment Plant located at the Club Block for efficient treatment of sewage and waste water; treated water will be recycled for landscape and irrigation purposes.
- z. Drivers' waiting room & toilet at Club Block.
- aa. Space earmarked for Electrical transformer with transformer of requisite rating installed thereat to cater to need of electrical power in the premises.
- bb. Balancing Tank & Filtration plant in the Club Block for the swimming pool.
- cc. The outdoor gaming facility for the children at ground level.
- dd. Decorated landscaped area at the Ground floor level.
- ee. Decorated Boundary walls.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the said Buildings and enjoyed by the allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Residents' Club or the air-conditioned hall etc., if and as applicable) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

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

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

I. Title of Chowringhee Residency Private Limited to the said Larger Premises [being present premises No.42B Jawaharlal Nehru Road (formerly Chowringhee Road), formed on amalgamation of (i) the erstwhile Premises No.42B Jawaharlal Nehru Road; (ii) the erstwhile Premises No.3/1 Middleton Street; and (iii) Premises No.7 Nandalal Basu Sarani (formerly known as Little Russel Street)]:

A. Title related to the erstwhile Premises No.42B Jawaharlal Nehru Road (formed on amalgamation of erstwhile Premises Nos.42A, 42B and 42/1 Chowringhee Road):

1. The erstwhile Premises Nos.42A, 42B and 42/1 Chowringhee Road (later on amalgamated and numbered as Premises No.42B Chowringhee Road) (in this part referred to as "the said Property") was belonging to Maharajadhiraj Sir Kameswar Singh of Darbhanga (hereinafter referred to as "the said Maharaja") till his death on 01st October, 1962. During his life-time, the said Maharaja made and published his Last Will and Testament dated 05th July 1961. The said Will was probated in the Hon'ble High Court at Calcutta by its Order dated 26th September 1963.
2. Under the said Will, the said Maharaja formed a Trust in respect of the residuary estates of the said Maharaja, which inter-alia included the said Property. Various disputes arose amongst the heirs of the said Late Maharaja and the Trustees to the said Residuary Estate resulting in several litigations and proceedings which all culminated into Appeal (being Civil Appeal No. 3964 – 3965 of 1983) before the Hon'ble Supreme Court of India. A Memorandum of Family Settlement and Arrangement was executed amongst the Trustees and the heirs and legal representatives of the said Late Maharaja on 27th March 1987, and a compromise petition was filed in Civil Miscellaneous Petition No.17406 – 07 of 1987 in the Supreme Court of India, in terms of which the Hon'ble Supreme Court of India passed an order and decree dated 15th October 1987 wherein it was *inter-alia* directed that the said Property be sold and transferred by the Trustees of the Residuary Estates of the said Maharaja.
3. The Division Bench of the High Court at Calcutta by its Order dated 05th June 1992 in Appeal No.262 of 1990, directed that the sale of the said Property shall be made by the Trustees with the confirmation of the Hon'ble High Court at Calcutta.
4. In terms of the said Supreme Court order dated 15th October 1987 and pursuant to the decision of the Committee of Beneficiaries, the Trustees agreed to sell the said Property for a sum of Rs.10.40 crore unto and in favour of (1) Maxgrow Merchandise Private Limited, (2) Mallar Estates Private Limited, (3) Piyush Enclave Private Limited, (4) Glomax Commercial Private Limited, (5) Aashutosh Merchandise Private Limited, (6) D.A.O. Properties Development Private Limited, (7) SJB Contrade Private Limited, (8) Sidhesh Exports Private Limited, (9) Soumya Vanijya Private Limited, (10) Aditya Amit Fiscal Service Private Limited (11) SPA Lease & Finance Limited, (12) SPA Tea

Private Limited (now known as SPA Tea Limited), (13) SPA Electrical Equipments Limited, and (14) STB Leasing and Finance Private Limited (in this part collectively referred to as “the said 14 Companies”) on the terms and conditions contained and recorded in an Agreement for Sale dated 18th January 1993.

5. In terms of the said order dated 5th June 1992 an application was filed by the said Trustees before the Hon’ble Division Bench of the Calcutta High Court in the said Appeal No.262 of 1990 and by an order dated 11th June 1993 as modified by the order dated 9th July 1993, the Hon’ble High Court was pleased to confirm the sale of the said Property in favour of the said 14 Companies as and by way of Court Sale and on the terms and conditions contained and provided for in the said orders.
6. The said orders dated 11th June 1993 and 9th July 1993 inter alia provided that Mr. Dipak Deb and Mr. P. K. Bagaria, Joint Receivers appointed by the Court in respect of the said Property, upon receipt of full consideration money would execute the conveyance or conveyances in respect of the said Property in favour of the said 14 Companies or their nominees.
7. Accordingly, the said 14 Companies paid full consideration money and thereafter by an Indenture of Conveyance dated October 3, 1997 made between the said Mr. Dipak Deb and Mr. P. K. Bagaria as the Vendors / Joint Receivers, Dwarkanath Jha and others as the Confirming Parties / Trustees and the said 14 Companies as the Purchasers and registered with the Registrar of Assurances, Calcutta in Book No.I Volume No.1 Pages from 33 to 97 Being No.2243 for the year 1997, the said 14 Companies jointly purchased the said Property comprising 5 (Five) Bighas of land.
8. On November 8, 2007, one of the said 14 purchasers to the said Deed of Conveyance dated October 3, 1997, namely Aditya Amit Fiscal Services Pvt. Ltd., conveyed its undivided 1/14th undivided share in the said Property in favour of the remaining 13 Purchaser Companies by and under a registered Indenture of Conveyance and registered in the office of Additional Registrar of Assurances-II, Kolkata in Book No.1 Volume No. I Pages from 1 to 23 Being No.08884 for the year 2008.
9. In the event aforesaid, the said remaining 13 Companies, namely (1) Maxgrow Merchandise Private Limited, (2) Mallar Estates Private Limited, (3) Piyush Enclave Private Limited, (4) Glomax Commercial Private Limited, (5) Aashutosh Merchandise Private Limited, (6) D.A.O. Properties Development Private Limited, (7) SJB Contrade Private Limited, (8) Sidhesh Exports Private Limited, (9) Soumya Vanijya Private Limited, (10) SPA Lease & Finance Limited, (11) SPA Tea Limited, (12) SPA Electrical Equipments Limited, and (13) STB Leasing and Finance Limited, became the absolute owners of the said Property, each having equal 1/13th share therein.

B. Title related to the erstwhile Premises No.3/1 Middleton Street:

1. By a registered Indenture of Conveyance dated 28th February 2000
and registered with the Additional Registrar of Assurances-II, Calcutta in Book No.1 Volume No.21, Pages from 95 to 225 Being No.901 for the year 2001, one ICI India Ltd. sold conveyed and transferred unto and in favour of one Hotel & Resort Ventures (P) Ltd. **All That** Premises No.3/1 Middleton Street, Kolkata comprising of 3 (three) Bighas 17 (seventeen) Cottahs 13 (thirteen) Chittacks 30 (thirty) Square feet more or less, of land.

2. The name of Hotel & Resort Ventures Pvt. Ltd. was later changed to Resurgent Hotels Pvt. Ltd. with effect from 10th April 2007.

C. Title related to the erstwhile Premises No. 7 Nandalal Basu Sarani (formerly known as Little Russel Street):

1. By virtue of several Indentures of conveyance, details whereof are mentioned hereinbelow, the following companies had purchased **All That** the erstwhile Premises No.7, Nandalal Basu Sarani (previously Little Russel Street), Kolkata comprising of 1 (one) Bigha 15 (fifteen) Cottahs 15 (fifteen) Chittacks 35(thirty-five) Square feet more or less of land alongwith structures standing thereon:-

Sl. No.	Seller	Purchaser / Companies	Date of Execution	Registration Particulars (all registered with the Registrar of Assurances, Calcutta unless otherwise mentioned)	Area of the Structure	Share in land
1	Kothari Scientific & Research Institute	Concrete Builders Private Limited	31 st March, 1988	Book No. I, Volume No.118, Page Nos. 32 to 45 Being No.3661 for the year 1988	1200 Square feet in the second floor	15% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square feet
2	Kothari Scientific & Research Institute	Tulip Builders Private Limited	31 st March, 1988	Book No. I, Volume No.94, Page Nos.399 to 412 Being No.3660 for the year 1988	1200 Square feet in the first floor	15% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square feet
3	Kothari Scientific & Research Institute	Delite Developers Private Limited	31 st March, 1988	Book No.I, Volume No.92, Page Nos.185 to 198 Being No.3663 for the year 1988	1450 Square feet in the Ground floor	18% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square feet
4	Kothari Scientific & Research Institute	Nandan Promoters Private Limited	31 st March, 1988	Book No.I, Volume No.94, Page Nos.385 to 398 Being No.3659 for the year 1988	1400 Square feet in the First floor	17.50% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square feet
5	Kothari Scientific & Research Institute	Garden Builders Private Limited	31 st March, 1988	Book No.I, Volume No.117, Page Nos.107 to 116 Being No.3665 for the year 1988	1400 Square feet in the Ground floor	17% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square feet
6	Kothari Scientific & Research Institute	Slab Construction Private Limited	31 st March, 1988	Book No.I, Volume No.118, Page Nos. 46 to 60 Being No. 3662 for the year 1988	1400 Square feet in the second floor	17.50% out of 1 Bigha 7 Cottahs 8 Chittacks 12 Square feet
7	Kothari Scientific & Research Institute	Delite Promoters Private Limited	31 st March, 1988	Book No.I, Volume No. 92, Page Nos. 199 to 212 Being No. 3664 for the year 1988	1000 Square feet	50% out of 8 Cottahs 7 Chittacks 23 Square feet
8	Delite Properties Private	Delite Promoters Private	23 rd February, 2000	Book No.I, Volume No. I, Page Nos.1 to 17 Being No.7414	1000 Square feet	50% out of 8 Cottahs 7 Chittacks 23

Sl. No.	Seller	Purchaser / Companies	Date of Execution	Registration Particulars (all registered with the Registrar of Assurances, Calcutta unless otherwise mentioned)	Area of the Structure	Share in land
	Limited	Limited		for the year 2008 (registered with ARA-II, Kolkata)		Square feet
The said Delite Properties Private Limited had purchased the said 50% out of 8 Cottahs 7 Chittacks 23 Square feet from the said Kothari Scientific & Research Institute by an Indenture of Conveyance dated 31 st March 1988 registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.117, Page Nos. 117 to 137 Being No. 3666 for the year 1988						

D. Matters of Amalgamation of all the aforesaid Three Erstwhile Premises and Companies:

- By an order dated March 18, 2009 passed in C.P. No. 43 of 2009 connected with C.A. No. 56 of 2009 in the Hon'ble High Court at Calcutta, the said (1) Maxgrov Merchandise Private Limited, (2) Mallar Estates Private Limited, (3) Piyush Enclave Private Limited, (4) Glomax Commercial Private Limited, (5) Aashutosh Merchandise Private Limited, (6) D.A.O. Properties Development Private Limited, (7) SJB Contrade Private Limited, (8) Sidhesh Exports Private Limited, (9) Soumya Vanijya Private Limited, (10) SPA Lease & Finance Limited, (11) SPA Tea Limited, (12) SPA Electrical Equipments Limited, and (13) STB Leasing and Finance Limited, **who jointly owned the said erstwhile premises No.42B Jawaharlal Nehru Road (formed on amalgamation of erstwhile Premises Nos.42A, 42B and 42/1 Chowringhee Road)**, Kolkata; **AND** (1) Nandan Promoters Pvt. Ltd., (2) Concrete Builders Private Limited, (3) Tulip Builders Private Limited, (4) Slab Construction Private Limited, (5) Garden Builders Private Limited, (6) Delite Properties Private Limited, and (7) Delite Promoters Private Limited, **who jointly owned the said erstwhile premises No.7, Nandalal Basu Sarani (formerly known as Little Russel Street)**, Kolkata; **AND** Resurgent Hotels Pvt. Ltd., **who owned the said erstwhile premises No.3/1 Middleton Street**, Kolkata; were all amalgamated with Diamond Empire Estates Pvt. Ltd. The said Order dated March 18, 2009 was registered with the Additional Registrar of Assurances-II, Kolkata in Book-I, CD Volume No.30 Pages 1011 to 1044 Being No.09674 for the year 2010.
- In the events aforesaid, Diamond Empire Estates Pvt. Ltd. became the sole owner of – (i) the said erstwhile premises Nos.42A, 42B and 42/1 Chowringhee Road, Kolkata (which were amalgamated and re-numbered as No.42B Chowringhee Road), (ii) the said erstwhile premises No.7, Nandalal Basu Sarani, and (iii) the said erstwhile premises No.3/1 Middleton Street, Kolkata.
- On or about February 22, 2010, the said three properties, viz. (i) 42B Chowringhee Road, (ii) 7, Nandalal Basu Sarani, and (iii) 3/1 Middleton Street, Kolkata, all owned by Diamond Empire Estates Pvt. Ltd., were amalgamated in the records of the Kolkata Municipal Corporation and such amalgamated premises continued to be numbered as premises No.42B Chowringhee Road, Kolkata.
- On November 16, 2011 the name of Diamond Empire Estates Pvt. Ltd. was subsequently changed to Chowringhee Residency Pvt. Ltd. and fresh Certificate of Incorporation was issued on 16th November, 2011 by the Office of the Registrar of Companies, West Bengal, Kolkata.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Pending Litigation)

- I. ITC Ltd. is the owner of a G+5 storied residential building viz. Fountain Court at premises No. 7/1, Nandlal Basu Sarani, Kolkata (occupied by its several senior executives) which is on the eastern side of premises No. 42B, Chowringhee Road, Kolkata.
- II. ITC Ltd. has filed a suit being C.S. No. 285 of 2013 (ITC Limited Vs. Chowringhee Residency Pvt. Ltd.) before the Hon'ble High Court at Calcutta and it is the plaint case that the Promoter has got a building plan sanctioned by KMC in respect of premises No. 42B, Chowringhee Road, Kolkata which if allowed to be acted, ITC's right to access and use of light and air in respect of their premises No. 7/1, Nandlal Basu Sarani, Kolkata will be interfered with and would cause nuisance to ITC.
- III. ITC in their petition is seeking to restrain the Promoter from constructing the proposed building in accordance with the building plan sanctioned by the KMC.
- IV. By a Judgment dated January 16, 2015 the Hon'ble High Court at Calcutta inter alia refused to grant injunction as prayed for by the ITC and disposed of the injunction application filed by the ITC.
- V. ITC had filed an appeal against the said Judgment dated January 16, 2015 and the Hon'ble Division Bench of High Court at Calcutta by an Order dated April 17, 2017 disposed of the said Appeal without any adverse observation(s) against the Promoter Company.
- VI. By another Suit bearing No C.S. No. 159 of 2018 ITC Limited has prayed before Hon'ble Calcutta High Court an Order of Injunction against Chowringhee Residency Pvt. Ltd. for not to construct any building further without ensuring complete safety of the property known as Fountain Court and to the lives and properties of the residents of Fountain Court situated at the adjoining property bearing No. 7/1, Little Russel Street. They have also made an application on the said Suit for a temporary injunction and an order was passed for filing an Affidavit stating the measures have already been taken for ensuring the safety of the property and lives of the inhabitants of the Fountain Court. The Affidavit had already been filed giving the measures taken safeguarding the interest of the Plaintiffs.

RECEIPT AND MEMO OF CONSIDERATION

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

MEMO OF CONSIDERATION:

Annexure "A"

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

(i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).

(ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.

(iii) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

(iv) **SECTION** shall mean a section of the Act.

(va) **LARGER PREMISES** shall mean the present municipal premises No. 42B Chowringhee Road (formed on amalgamation of the erstwhile premises Nos. 42B Chowringhee Road, 7 Nandalal Basu Sarani and 3/1 Middleton Street) containing a land area of 214 cottahs 11 chittacks 33 sq. ft. [equivalent to 3.549 acres] more or less, under Police Station Shakespeare Sarani, Kolkata 700071, within the municipal limits of The Kolkata Municipal Corporation, morefully and particularly mentioned and described in **PART-I of the FIRST SCHEDULE**.

(vb) **PREMISES / SAID PREMISES** shall mean the divided and demarcated portion of the said Larger Premises on the **Western side** thereof containing a land area of 178 Cottahs 11 Chittacks 43 Square Feet more or less, morefully and particularly mentioned and described in **PART-II of the FIRST SCHEDULE**;

(vc) **ADJOINING PROPERTY / PORTION** shall mean the previous premises No.7 Nandalal Basu Sarani and presently being a divided and demarcated portion of the said Larger Premises on the north-eastern corner thereof containing a land area of 35 Cottahs 15 Chittacks 35 Square Feet more or less, and the same is delineated in the plan annexed hereto duly bordered thereon in "**Green**", which is excluded from the purview and ambit of these presents and shall continue to be owned held and possessed by the Promoter solely exclusively and absolutely with right to use enjoy and develop as the Promoter may deem fit and proper in its absolute discretion, and the Allottee shall not have any claim ownership share right title interest whatsoever or howsoever therein nor any claim or demand with regard thereto nor object to development of the same.

It is expressly agreed understood and clarified that both the **said Premises** and the said **Adjoining Property** are and shall always remain independent separate properties, to the extent that even all the services, amenities, facilities, entry and exit access points etc., shall be separate & exclusive and independent of each other, notwithstanding the fact that a single plan may be sanctioned for both the properties. Accordingly, the rights of the allottees / owners of flats, apartments, units etc., in the land shall remain restricted to their respective properties in which their flats, apartments, units etc., shall be situated.

(via) **TOWER BUILDING** shall mean the new residential Tower Building in the said Premises named "**The 42**" having Ground Floor + 62 (sixty-two) Upper Floors (plus Service Floors), constructed at a portion of the said Premises on its Eastern side, containing several independent and self-contained Flats / Apartments and other constructed areas.

(vib) CLUB / AMENITIES BUILDING / BLOCK shall mean the separate and independent Building / Block named “**The Club Block**” having 2 Basements + Ground Floor + 5 (five) Upper Floors, constructed at a portion of the said Premises on its Western side intended for the time being by the Promoter for parking of motor cars and other vehicles, Club and various other facilities.

(vic) PROJECT / BUILDINGS shall mean both the said Tower Building and the Club Block and all development at the said Premises.

(vii) ALLOTTEES / UNIT-HOLDERS according to the context shall mean the persons who for the time being, own any Unit in the Tower Building or have agreed to purchase the same and have taken possession thereof (including the Promoter for those units and other constructed spaces not alienated by it and/or reserved and/or retained by it for its own exclusive use).

(viii) COMMON AREAS AND INSTALLATIONS shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Allottees **BUT** shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Flat / Apartment or Flats / Apartments, Sky Balconies attached to any particular Flat / Apartment or Flats / Apartments, and other open and covered spaces in the said Premises which the Promoter may from time to time express or intend not to be so included in the common areas and installations.

(ix) COMMON EXPENSES shall mean and include all expenses for the maintenance management upkeep and administration of the said Premises and the Buildings and in particular the Common Areas and Installations and rendition of common services in common to the allottees and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be borne paid contributed and shared by the Allottees.

(x) COMMON PURPOSES shall mean and include the purposes of managing maintaining and upkeeping the Buildings and the said Premises and in particular the Common Areas and Installations rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

(xi) UNITS shall mean the independent and self-contained Flats / Apartments and/or units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Buildings at the said Premises and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s / sky balconies, if any, attached to the respective Flat / Apartment(s).

(xii) PARKING SPACES shall mean covered parking spaces in or portions of the Club Block Building at the said Premises of the said Premises as expressed or intended by the Promoter at its sole discretion for parking of motor cars. The parking spaces are of two categories as follows:

- a) **Luxury Car Parks** having dimensions of 6 metres by 3 metres;
- b) **Standard Car Parks** having dimensions of 5 metres by 2.5 metres;

(xiii) CARPET AREA according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;

(xiv) BUILT-UP AREA according to the context shall mean and include the carpet area of any Flat / Apartment and the area of the balconies / verandahs / terraces therein and/or attached thereto and shall include the thickness of the external walls and the columns and pillars **PROVIDED THAT** if any wall or column be common between two Flats / Apartments, then one half of the area under such wall or column or pillar shall be included in the area of each such Flat / Apartment.

(xv) PROPORTIONATE OR PROPORTIONATELY according to the subject or context shall mean the proportion in which the Carpet Area of any Unit may bear to the Carpet Area of all the Units in the Tower Building **PROVIDED THAT** where it refers to the share of the allottees in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user thereof).

(xvi) SAID APARTMENT / UNIT shall mean the **Flat / Apartment No.** on the _____ floor of the Tower Building under construction at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the triple height Sky Balcony attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.

(xvii) MAINTENANCE COMPANY shall mean any Company incorporated under any provision of the Companies Act, 2013 or an Association or a Syndicate / Committee or a Society or a Firm or any other Entity that may be formed by the Promoter in accordance with the Act and Rules for the common purposes having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.

(xviii) MAINTENANCE IN-CHARGE shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

(xix) PLAN shall mean the **final** plan for the time sanctioned by The Kolkata Municipal Corporation vide Building Permit No. _____ dated _____ .

(xx) PENDING LITIGATION shall mean the legal proceedings referred to in the **SIXTH SCHEDULE** and shall include any proceeding arising therefrom or filed in amendment or substitution thereof. The Promoter shall have rights to conduct the Pending Litigation in such manner as the Promoter may deem fit and proper without any restriction, interference or obstruction by the Allottee.

(xxi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

(xxii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

Annexure "B"

1. As a matter of necessity, the ownership and enjoyment of the flats / apartments by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees shall be bound and obliged:
 - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfil and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
 - (c) to allow the Maintenance In-charge and its authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance 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 their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
 - (d) to use their respective flats / apartments (and utility rooms etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
 - (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of motor cars.
 - (f) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
 - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
 - (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
 - (i) not to claim any right whatsoever or howsoever over any unit or portion in the said Premises save their respective units.
 - (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save a letter-box at the place in

the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat / apartment.

- (k) 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 Premises or may cause any increase in the premia payable in respect thereof.
- (l) not to alter the outer elevation of the Buildings or any part thereof nor decorate the exterior of the Buildings or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Buildings nor allow or permit any other person to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Buildings.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the flats / apartments agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats / apartments to any other allottee of flat / apartment in the Tower Building and none else.
- (q) In case any Sky Balcony or Terrace be attached to any flat / apartment, then the same shall be a property / right (as applicable) appurtenant to such flat / apartment and the right of use and enjoyment thereof shall always travel with such flat / apartment and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Sky Balcony / Terrace independently (i.e. independent of the flat / apartment owned by such Allottee) with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his flat / apartment to any other allottee of flat / apartment in the Tower Building and none else;

- ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Sky Balcony / Terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) The Allottee thereof shall not convert the same into a garden by add weight thereto or by bringing in mud or soil or any other material or do any act deed or thing which could affect the structural stability of the building . However, the Allottee thereof may convert such the same into a roof garden lawfully without in any manner affecting the structural stability of the building.
- (r) In the event any Allottee has been allotted any car parking space within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own motor car within the allotted demarcated space and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park motor car thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his flat / apartment, to any person with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his flat / apartment to any other allottee of flat / apartment in the Tower Building and none else;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Premises or any other portion of the said Premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said Buildings and the said premises.
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
 - (vii) The Allottee shall not have ownership over the parking space but shall have exclusive right of parking his motor car thereat.

- (s) In the event any Allottee has been allotted any servant's quarter, whether jointly with the flat / apartment or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such servant's quarter only for the purpose of residence of his servant and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his Unit with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his flat / apartment to any other allottee of flat / apartment in the Tower Building and none else;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- (t) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (u) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (v) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (w) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (x) not to fix or install air conditioners in their respective flats / apartments save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs. _____ (Rupees _____) only per sq. ft., of the built up area of such Allottee's flat / apartment and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective flats / apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective flats / apartments.

- (y) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat / apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the Buildings or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the Buildings and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs. _____ (Rupees _____) only per sq. ft. of the built up area of such Allottee's flat / apartment. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned flat / apartment to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (z) not to make in the flat / apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall, without prejudice to its other obligations, liabilities etc., be liable to pay to the Promoter penalty charges of a sum equivalent to Rs. _____ (Rupees _____) only per sq. ft., of the built up area of the concerned flat / apartment.
- (aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Premises (as applicable) and to make such additions and alterations in or about or relating to their respective units and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (cc) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.
- (dd) to bear and pay and discharge exclusively the following expenses and outgoings:-
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the Kolkata Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall (if so directed by the Promoter) pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the said Premises or pay the same to the Promoter as the Promoter may direct;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Buildings or the said Premises as a whole and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to their respective Units and proportionately in case the same relates to the Buildings or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meter is obtained by the Allottee for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottee shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to the supplier thereof.
 - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that allotted to their respective units by the Promoter at its discretion at the time of delivery of possession of their respective units in terms hereof) from the common Generator to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
 - v) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs._____ only per square foot per month of the sum total of (i) the Built-up Area of their respective units; (ii) the area corresponding to the proportionate area of the Allottee in the Common Areas and Installations, derived in the manner mentioned in their Several Flat / Apartment Sale Agreements / Sale Deeds; and (iii) _____% of the area of the Sky Balcony, if any attached to the their respective flats / apartments. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the

Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).
 - (ee) None of the Allottees shall use any brick work or load bearing walls for creating internal partitions in their respective flats / apartments. In this context it is expressly mentioned and notified by the Promoter and each of the Allottees is made fully aware of the fact that the Tower Building is a tall / highrise structure and for structural load calculations, the internal partitions for all the rooms have been considered to be dry walls / shera board with concrete infilling and light-weight concrete blocks are used only in the toilets and staircases. In case the Allottees or any of them uses any brick work or load bearing walls, then the structural load calculations of the Tower Building will be and/or is likely to be disbalanced / upset thereby affecting / destabilising the structural stability of the Tower Building.
 - (ff) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon them, in case the same are left in their respective units or in the respective letter boxes in the Tower Building.
 3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Buildings and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
 4. In the event of any of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Allottee, such defaulting Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity to the unit of the defaulting Allottee;

- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the defaulting Allottee and his / her / its / their employees, servants, visitors, guests, tenants, licensees and/or his / her / its / their unit;
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the defaulting Allottee by the tenants or licensees or other occupant in respect of the unit of the defaulting Allottee.
- (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.

4.1 It is also agreed and clarified that in case any allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.