

**DEED OF CONVEYANCE** (Format)

**THIS INDENTURE** is made at Kolkata on this \_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ (20\_\_)

**BY AND BETWEEN**

**SUGAM GRIHA NIRMAAN LIMITED**, a company incorporated under the Companies Act, 1956, having its CIN U70109WB1989PLC045956 and having PAN **AAECS7354N** and having its Registered Office at 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, AND (2) **ERODE MERCHANTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its CIN

U67120WB1995PTC073778 and having PAN AAACE5513F, and having its registered office at 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 AND (3) **ALEXIA DEALERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956, having its CIN U51909WB2008PTC126236 and having PAN AAHCA0632L, and having its registered office at 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 AND (4) **ARYA PROJECTS LIMITED**, a Company incorporated under the Companies Act, 1956, having its CIN L72300WB1978PLC031444 and having PAN AACCA1732C and having its registered office on the 2<sup>nd</sup> floor in the building known as “Commerce House” at 2, Ganesh Chandra Avenue, P.S. Bowbazar, P.O. Bowbazar, Kolkata – 700 013, all hereinafter jointly referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and agents and all represented by their Constituted Attorney/Authorised Signatory \_\_\_\_\_, son of \_\_\_\_\_, , having PAN \_\_\_\_\_ and having his Aadhaar No: \_\_\_\_\_ and having his place of business at 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, duly authorised *vide* Power of Attorney/Board Resolution dated \_\_\_\_\_ of the **FIRST PART**;

**AND**

**SUGAM SERENITY LLP** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its LLP Identification No. AAC 7288 and having its PAN ACQFS2908B and its registered office 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020, represented by its Constituted Attorney/Authorised Signatory, Mr. \_\_\_\_\_, son of \_\_\_\_\_, having PAN \_\_\_\_\_ and having his Aadhaar No: \_\_\_\_\_ and having his place of business at 2/5, Sarat Bose Road, P.S. Ballygunge, P.O. Elgin Road, Kolkata – 700 020 and hereinafter referred to as the “**PROMOTER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, agents and assigns) of the **SECOND PART**;

**AND**

**[If the Allottee is a company]**

\_\_\_\_\_ (CIN \_\_\_\_\_) 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 “**ALLOTTEE**” (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 Allottee 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 “**ALLOTTEE**” (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 Allottee is an Individual]**

Mr. / Ms. \_\_\_\_\_ (PAN \_\_\_\_\_), (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ P.S. \_\_\_\_\_, P.O. \_\_\_\_\_;

AND

Mr. / Ms. \_\_\_\_\_ (PAN \_\_\_\_\_), (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ P.S. \_\_\_\_\_, P.O. \_\_\_\_\_ hereinafter called the "**ALLOTTEE**" (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 Allottee 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 "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART.**

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

**AND**

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

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

The Owners, 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**

A. The Owners are the absolute and lawful owner of lands at Premises No. 1479, Kusumba, P.O. Narendrapur, P.S. Sonarpur, Under Ward No. 7 of the Rajpur- Sonarpur Municipality containing an area of 178 Kottahs 0 Chattack 9.52 sq. ft (more or less) and comprised in the L.R. Khatian Nos. 2831, 2832, 2833 and 2834 lying situate at Mouza Kusumba, Pargana Madanmalla, J.L. No. 50, R.S. No. 138, Touzi No. 259, hereinafter referred as the "said Land" and more fully described in the **FIRST SCHEDULE** hereunder written, vide sale deed(s) and other chain of title as mentioned in the **FIFTH SCHEDULE** hereto. The Owners and the said Promoter, Sugam Serenity LLP, have entered into an Agreement of Development dated 21<sup>st</sup> January 2020 registered with the Additional Registrar of Assurances - I, Kolkata in Book I, Volume No 1901-2020, Pages 16852 to 16917 Being No. 190100328 for the year 2020.

B. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and some commercial spaces and the said project shall be known as **SUGAM PRAKRITI** ("Project").

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.

D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment/unit from the Rajpur-Sonarpur Municipality. The Promoter agrees and undertakes that it shall not make any changes to the approved/modified plans except in strict compliance with section 14 of the Act and other laws as applicable.

E. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_ under registration no. HIRA/P/SOU/\_\_\_\_/\_\_\_\_\_.

H. By Agreement for Sale dated \_\_\_\_\_ ("Agreement"), the Promoter and the Owners agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them ALL THAT designated apartment/unit no. \_\_\_\_\_ having containing a **Carpet Area** of \_\_\_\_\_ **Square Feet** [**Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_\_ Square Feet and 50% of the Open Terrace attached thereto, if mentioned below in the **SECOND SCHEDULE**) and **Super Built Up Area** being \_\_\_\_\_ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the \_\_\_\_\_ floor of Block No. \_\_\_\_\_ as defined under clause (m) of section 2 of the Act (collectively "Designated Apartment") more

particularly described in the **SECOND SCHEDULE** and the floor plan of the Designated Apartment is annexed hereto and marked as the **SEVENTH SCHEDULE**.

I. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.

J. 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.

K. 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 Owners to the said Land;
- (ii) The rights of the Promoter under the Development Agreement;
- (iii) The facts hereinbefore recited and the superseding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
- (iv) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
- (v) The total area comprised in the said Apartment / Unit.
- (vi) The Completion Certificate.
- (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.
- (viii) The particulars of the commercial space/s at the said Land and that some, facilities, common parts and portions will be shared jointly by the owners of Designated Apartment/Unit.

L. 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**

i) **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 Owners and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (each of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Designated Apartment / Unit described

in the **SECOND SCHEDULE TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **TOGETHER WITH AND SUBJECT TO** easements quasi-easements and other stipulations and privileges as contained in the **SIXTH SCHEDULE** hereunder written **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 Land and in particular the Common Areas and Installations.

ii) And in the premises aforesaid and in pursuance of Section 17 of the said Act, the Owners do hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Designated Apartment/Unit and the Owners and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.

**IV. THE OWNERS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE/UNIT HOLDER as follows:-**

i) The interest which the Owners and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.

ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment / Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owners or the Promoter.

iii) The Owners and the Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.

iv) Till such time the title deeds in connection with the said Land are not handed over to the Association / Maintenance Company, the Owners and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

**III. THE ALLOTTEE/UNIT HOLDER DOETH HEREBY COVENANT WITH THE PROMOTER AND THE OWNERS as follows:**

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

**2. MAINTENANCE OF THE SAID DESIGNATED APARTMENT/UNIT/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 or the Owners shall not be held liable therefor in any manner whatsoever.*

**3.** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or comprised in the said Land or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Owners, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees / Unit Holders (including the Allottees herein) proportionately and the Promoter and/or the Owners shall not be liable therefor in any manner and

the Allottee and the other Allottees / Unit Holders shall keep the Promoter and the Owners fully indemnified with regard thereto;

**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** :

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**OWNERS**:

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(SAID LAND)**

**ALL THOSE** the pieces and parcels of land together with the structures standing thereon or part thereof containing an area of 294 decimals equivalent to 178 Kottahs 0 Chattack 9.52 sft (more or less) lying situate at Mouza Kusumba, Pargana Madanmalla, J.L. No. 50, R.S. No. 138, Touzi No. 259, Police Station : Sonarpur, Sub Registration Office : Sonarpur, in the District of 24 Parganas (South) numbered as

Premises No. 1479, Kusumba, P.O. Narendrapur, Kolkata-700103, within the limits of Ward no. 7 of the Rajpur- Sonarpur Municipality and comprised in the L.R. Khatian Nos. 2831, 2832, 2833 and 2834 and the following several Dag numbers.

L.R. Dag No.	R.S. Dag No.	Area (Decimal)
1629	1556	20
1635	1562	27
1634	1561	26
1633	1560	16
1631	1558	06
1612	1541	03
1639	1567	08
1640	1568	08
1651	1579	48
1632	1559	07
1652	1580	14
1650	1578	19
1653	1581	02
1654	1582	13
1655	1583	09
1677	1605/2506	13
1679	1606	05
1678(P)	1605(P)	27
1680(P)	1607(P)	07
1656(P)	1584(P)	04
1657(P)	1585(P)	12
	<b>Total Area</b>	<b>294 Decimal</b>

Equivalent to 178 Kottahs 0 Chattacks 9.52 sft

Butted and Bounded as follows:

On the East: Premises No. 710 Kusumba;  
On the South: By Public Road;  
On the West: By Public Land; and  
On the North: By Public Road/Others Land

**OR HOWSOEVER OTHERWISE** the same may be butted and bounded, known number, called described and / or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**DESIGNATED APARTMENT/ UNIT**

**All That** the **Designated Apartment/Commercial Unit** bearing No. \_\_\_\_ containing a **Carpet Area** of \_\_\_\_\_ **Square Feet** [**Built-up Area** whereof being \_\_\_\_\_ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_\_ Square Feet and 50% of the Open Terrace attached thereto, if mentioned below in this **Schedule**) and **Super Built Up Area** being \_\_\_\_\_ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the \_\_\_\_\_ floor of Block No. \_\_\_\_ of the Housing Complex "**SUGAM PRAKRITI**" at the said Land described in the **FIRST SCHEDULE** hereinabove written and shown in the **Plan** annexed hereto (**SEVENTH SCHEDULE**), duly bordered thereon in "**RED**".

**With** exclusive right to use the Open Terrace attached to the said Flat containing a built-up area of \_\_\_\_\_ Square Feet more or less, as shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**"(**SEVENTH SCHEDULE**).

**With** right to park \_\_\_\_\_ medium sized **motor car/s** in the covered space on the **Ground Level** of the Housing Complex, as shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**"(**EIGHTH SCHEDULE**).

**With** right to park \_\_\_\_\_ medium sized **motor car/s** in the **Open Compound** of the Housing Complex, as shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**"(**EIGHTH SCHEDULE**).

**With** right to park \_\_\_\_\_ medium sized **motor car/s** in the **Upper / Lower Level** of one of the **Multi Level Mechanical Car Parks** to be installed in **Open Compound** of the Housing Complex, as shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**" (**EIGHTH SCHEDULE**).

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(COMMON AREAS AND INSTALLATIONS)**

**PART – I (Common for the building)**

- i. Stair Case and stair cover
- ii. Lift and Lift Machine Room
- iii. Lift well, Lift Lobbies

- iv. Overhead Reservoir
- v. Water Connection
- vi. Common Roof
- vii. Common passage of the building and its entrance (except the parking areas as designated by the Developer)

**PART –II (Common for the entire Complex including Commercial Units)**

- i. Jogging Track
- ii. Children’s play area
- iii. Landscaped garden
- iv. Generator
- v. CCTV system/ 24 hours security
- vi. Transformer
- vii. WBSEDCL Meter room
- viii. Water Filtration plant
- ix. Underground water reservoir
- x. Drains, sewers, pipelines
- xi. Sewage Treatment Plant
- xii. Driveways and pathways
- xiii. Common Toilets on the ground floor
- xiv. Boundary walls and main gates
- xv. Fire fighting system

**PART III Recreation Centre Facilities owned by the Owners and the Promoter**

- i. Air conditioned Community Hall
- ii. Library
- iii. Indoor games room with Table Tennis
- iv. Gymnasium
- v. Swimming Pool

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. The costs and expenses of maintaining, repairing, redecoration and renewing etc of the buildings in the Project, the boundary walls, the main structure and in particular the roof, drains, gutters and water pipes for all purposes, electric installations, cables and wires in under and upon

the said building and enjoyed and used by the Allottees in common with the occupiers or serving more than one flat/other saleable spaces at the buildings in the Project.

2. The costs of cleaning and lighting the main entrances, passages, landings, lobbies, staircases and other common parts of the said building so enjoyed by the Allottees in common as aforesaid.

3. The costs of painting, repainting, decorating and redecorating the exterior of the said building.

4. The cost of salaries of the janitors, officers, clerks, bill collectors, liftmen, chowkidars or security men, sweepers, caretakers, electricians, plumbers, health instructor and any other employee as the Promoter/ Association may deem fit.

5. The costs charges and expenses of working and maintenance as well as repairs and replacement of common utilities such as lifts, generators, transformers, water pumps, water filtration plant, tube well, firefighting equipment, sewage treatment plant, air-conditioners and other equipments etc. as may be installed in the buildings at the said Project.

6. Municipal tax and other rates, taxes, and outgoings in respect of the common portions.

7. Keeping the driveways in good condition and get the same repaired and when necessary.

8. Premium for the insurance of the buildings at the said Project against loss or damage by earthquake, riot, strike, malicious damage, civil commotion, flood, fire, storm, cyclone, tempest and such other risks as the Promoter/ Association may deem fit.

9. Such other expenses as are deemed necessary by the Promoter/ Association for the maintenance and upkeep of the said buildings at the Project and incidental to the holding and ownership of the land and building and the Designated Apartment and other flats and saleable spaces for the buildings at the said Project.

10. Providing and arranging for the disposal of the rubbish/garbage from the receptacles providing by the Promoter/ Association.

11. The fees and disbursements paid to any caretaker, workmen, manager, contractor, agent, security agency as may be appointed by the Promoter/ Association in respect of the management, upkeep and maintenance of the said buildings at the Project.

12. The fees of the qualified accountant for auditing the accounts of the Association.

13. Such amounts as shall be decided and fixed by the Promoter/Association in their absolute discretion for the management, upkeep and administration and other like purposes of the buildings and the common parts, portions and facilities at the said Project.

14. The expenses to be incurred for the maintenance of the Recreation Centre/Club at the said Project as may be determined by the Promoter/Association. These expenses shall also include the salary of the manager, swimming pool maintenance staff, librarian, gym instructor, supervisors etc. as may be necessary from time to time. Other expenses for the Recreation Centre/Club shall include the maintenance of the gym equipments, steam equipments, swimming pool, air conditioners, repainting of the club and the community hall and the other areas and all other expenses that may be incurred in this regard.

15. Complying with the requirements of and directions of any competent authority and with the provisions of all statutes, regulations, orders and bye-laws relating to the management and maintenance of said buildings at the Project including the renewal of the lift licenses and other permissions as may be necessary.

16. Administration and management of the buildings at the Project and arranging for all necessary meetings to be held for complying with all relevant statutes and its own regulations and employing a suitable firm to deal with such matters if deemed fit by the Promoter/ Association.

17. The said Sinking Fund shall be kept in a separate account and any interest or income of the said fund (the balance thereof) shall be made over to and held by the Association in trust for the units / flats Allottees and shall only be applied as stated in the aforesaid clauses of this agreement.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(DEVOLUTION OF TITLE)**

1. **WHEREAS** by a conveyance dated 22<sup>nd</sup> September, 2010 made between Shyamdas (alias Shyamdas Lalwani alias Shyamdas Tharoomal) therein referred to as the 'Vendors' of the one part and the abovenamed vendors all therein jointly referred to as the 'Purchasers' of the other part and registered in Book No. 1, CD Volume No.22, pages from 8161 to 8184 being No. 09192 for the year 2010 at the office of the Additional Registrar of Assurances-I, Kolkata, the said therein named vendors for the consideration and in the premises therein stated sold and the above named Vendors purchased ALL THOSE pieces or parcels of lands of diverse natures containing an area of 135 Cottahs 14 Chittacks and 5.76 square feet ( more or less ) together with twenty very old tin shed residue tiles units standing on part of the said lands comprised in J.L. No. 50, L.R. Khatian No. 1741, being a portion of Municipal

Holding No. 709 Kusumba and a portion of Municipal Holding No. 710 Kusumba within Ward No. 7 of The Rajpur-Sonarpur Municipality and recorded in the following R.S. Dag Nos., L.R. Dag Nos., lying situate in Mouza-Kusumba P.S. Sonarpur, P.O. Narendrapur, Sub-Registration office at Sonarpur, L.R. Khatian No. 1741 , Pargana Madanmolla, District-24 Parganas (South) and the particulars of which lands are stated hereunder –

R.S. Dag No.	R.S. Khatian No.	L. R. Dag No.	Land Area
1579	276	1651	29.00
1582	552	1654	7.00
1583	422	1655	4.00
1603	648	1675	24.10
1535	335	1608	14.05
1534	336	1607	0.80
1588	529	1660	4.50
1601	530	1673	2.90
1597	1093	1669	1.00
1604	648	1676	1.00
1581	467	1653	2.00
1580	995	1652	14.00
1556	1348	1629	2.50
1556	1193	1629	2.25
1605/2506	309	1677	13.00
1537	529	1610	17.00
1585	529	1657	37.00
1586	529	1658	13.00
1587	529	1659	2.00
1584	609	1556	16.00
1586	609	1558	4.00
1587	609	1659	0.50
1536	609	1609	6.00
1604	648	1676	1.00
1602	5309	1674	6.00
		<b>Grand Total</b>	<b>224.60</b>

Equivalent to 135 Cottahs 14 Chittacks 5.76 Sq.ft.and the said lands are more fully described in the Schedule thereunder written.

2. **AND WHEREAS** by another conveyance dated 22<sup>nd</sup> September, 2010 made between (1) Rajesh Lalwani and (2) Rakesh Lalwani, both therein jointly referred to as the Vendors of the first part and the above named vendors all therein jointly referred to as the purchasers of the second part and the said

Rajesh Lalwani therein referred to as the Executor of the third part and duly registered in Book No. 1, C.D. Volume No. 22, pages from 8185 to 8207, being No. 09193 for the year 2010, at the office of the Additional Registrar of Assurances-I, Kolkata the said therein named vendors for the consideration and in the premises therein stated, the said Executor confirmed having assented to the vesting of the said lands thereby sold in favour of the vendors and the above named vendors purchased all those pieces or parcels of lands of diverse nature containing an area of 103 Cottahs 5 Chittacks and 25.06 square feet together with 35 tin shed residential quarters with cement shed and three tiled tenements all lying situate and being a portion of Municipal holding No. 709 and also Municipal holding No. 173 Kusumba under Ward No. 7 of Rajpur - Sonarpur Municipality on a 19' wide road comprised in J.L. No. 50, L.R. Khatian No. 593, Mouza - Kusumba, P.S. Sonarpur, Sub-Registrar Office at Sonarpur, P.O. Narendrapur, Pargana - Madanmolla, District-24 Parganas (South), recorded in the following R.S. Dag Nos. and the following L.R. Dag Nos, particulars of which lands are stated hereunder –

<b>R.S. Dag No.</b>	<b>R.S. Khatian No.</b>	<b>L. R. Dag No.</b>	<b>Land Area</b>
1541	257	1612	3.0
1558	257	1631	6.0
1559	257	1632	7.0
1560	257	1633	16.0
1562	710	1635	27.0
1556	760	1629	0.38
1556	1348(Hal)	1629	2.50
1567	580	1639	8.0
1556	1193	1629	2.5
1556	1193	1629	4.0
1556	1348 (Hal)	1629	4.0
1556	1193	1629	1.5
1556	1348 (Hal)	1629	1.5
1533	338	1606	17.0
1603	648	1675	0.90
1535	335	1608	6.95
1534	336	1607	4.20
1598	553	1670	8.0
1588	529	1660	9.5
1589	529	1661	5.0
1596	530	1668	11.0
1599	530	1671	2.0
1601	530	1673	0.10
1590	530	1662	2.0
1597	1093	1669	21.0

		<b>Grand Total</b>	<b>171.03</b>
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Equivalent to 103 Cottahs 5 Chittacks 25.06 Sq.ft. and the said lands are more fully described in the Schedule thereunder written.

3. **AND WHEREAS** by another conveyance dated 22<sup>nd</sup> September, 2010, made between (1) Mrs. Kamala Lalwani (2) Mrs. Rhea Sahjwani (3) Mrs. Babita Sawlani (4) Rajesh Lalwani and (5) Rakesh Lalwani, all therein jointly referred to as the Vendors of the one part and the above named vendors all therein jointly referred to as the purchasers of the other part and registered in Book No. 1, C.D. Volume No. 22, pages from 8208 to 8217, being No. 09194, for the year 2010, at the office of the Additional Registrar of Assurances - I, Kolkata, the said therein named Vendors for the consideration and in the premises therein stated the said Executor confirmed having assented to the vesting of the said lands thereby sold in favour of the vendors and the above named vendors purchased, ALL THOSE pieces or parcels of Land of diverse nature containing an area of 8 decimals equivalent to 4 Cottahs 13 Chittacks and 19.8 square feet (more or less) lying situate within the limits of Ward No. 7, of the Rajpur Sonarpur Municipality on a 19' wide road recorded in J.L. No. 50, Touzi No. 259, Pargana - Madanmollah, P.O. Narendrapur, District-24 Parganas (South) comprised in R.S. Dag No. 1591 (Part), L.R. Dag No. 1663, L.R. Khatian No. 593, Mouza - Kusumba, P.S. Sonarpur, Sub - Registrar Office at Sonarpur, District - 24 Parganas (South) and the said land is more fully described in the Schedule thereunder written.

4. **AND WHEREAS** by another conveyance dated 22<sup>nd</sup> September, 2010, made between Shyamdas & Company (a partnership firm constituted of its partners, namely (1) Shyamdas (Lalwani) and (2) Prem Lalwani therein referred to as the vendors of the one part and the above named Vendors all therein referred to as the Purchasers of the other part and duly registered in Book No. 1, C.D. Volume No. 22, pages 8228 to 8243, being No. 09195, for the year 2010, at the office of the Additional Registrar of Assurances - I. Kolkata, the said vendors for the consideration and in the premises therein stated, sold and the said purchasers purchased ALL THAT piece or parcel of Sali land together with residential quarters with cement floor ad-measuring 8 decimals equivalent to 4 Cottahs 13 Chittacks 19.8 square feet (more or less) recorded in J.L. No. 50, Touzi No. 259, L.R. Dag No. 1640, L.R. Khatian No. 1741, R.S. Dag No. 1568, R.S. Khatian No. 138, in Mouza - Kusumba, Pargana - Madanmollah, P.O. Narendrapur, P.S. Sonarpur, Sub-Registration Office at Sonarpur, District-24 Parganas (South), within Ward No. 7, of the Rajpur - Sonarpur Municipality, being a part of Municipal holding No. 710, Kusumba.

5. **AND WHEREAS** by a conveyance dated 8<sup>th</sup> October, 2010 made between (1) Rajesh Lalwani and (2) Rakesh Lalwani, both therein referred to as the Vendors of the first part and the above named Vendors therein jointly referred to as the Purchasers of the second part and Rajesh Lalwani, therein

referred to as the Executor of the third part and duly registered in Book No. 1, C.D. Volume No. 24, pages 2473 to 2495. being No. 09751, for the year 2010 at the office of the Additional Registrar of Assurances - I, Kolkata, the confirming parties thereby confirmed having assented to the vesting of the said land in favour of the vendors confirmed and accepted the absolute right of the vendors to sell and transfer the said land, the said Vendors in the premises and for the consideration thereby sold **ALL THAT** piece or parcel of land containing an area of 87 decimals equivalent to 52 Cottahs 10 Chittacks 7.2 square feet more or less with old residential quarters lying situate and being a portion of Municipal holding No. 710, Kusumba, in Ward No. 7 of the Rajpur - Sonarpur Municipality recorded in J.L. No. 50, R.S. No. 138, in several R.S. Dag Nos. and in several R.S. Khatian Nos. and several L.R. Dag Nos. and of diverse nature of use and particulars of the said land are stated below:-

<b>R.S. Dag No.</b>	<b>R.S. Khatian No.</b>	<b>L.R. Dag no.</b>	<b>Land Area (Decimals)</b>
1578	444	1650	19
1579	276	1651	19
1582	552	1654	6
1583	422	1655	5
1605	833	1678	26.30
1606	995	1679	5
1607	833	1680	6.70
		<b>Total</b>	<b>87</b>

Grand Total :- 87 Decimals Equivalent to 52 Cottahs 10 Chittacks 7.2 sq.ft.

6. **AND WHEREAS** by another conveyance dated 8<sup>th</sup> October, 2010, made between Shyamdas alias Shyamdas Lalwani alias Shyamdas Tharoomal, therein referred to as the Vendor of the first part and the above named vendors therein jointly referred to as the purchasers of the second part and Rajesh Lalwani therein referred to as the Executor of the third part and registered in Book No. 1, C.D. Volume No. 24, pages from 2453 to 2472 being No. 09750, for the year 2010, at the office of the Additional Registrar of Assurances - I, Kolkata, the said Executor confirmed having already assented to the vesting of the said land, thereby sold in favour of the vendors and confirmed absolute right of the vendors to sell the said land thereby sold and for the consideration and in the premises therein stated, the said vendors sold and the said purchasers purchased **ALL THAT** piece or parcel of Danga land together with old tin shed residential units containing (as per deeds) an area of 26 decimals equivalent to 15 Cottahs 13 Chittacks and 30.6 square feet more or less together with brick built hut lying situate and being Holding No. 709, Kusumba, within Ward No. 7, of the Rajpur - Sonapur Municipality abutting on a 19' wide road recorded in J.L. No. 50, R.S. Dag No. 1561, R.S. Khatian No. 721, Hal Khatian No.1193, L.R. Dag No. 1634, L.R. Khatian No. 593, Mouza - Kusumba, P.S. Sonarpur, Sub - registration office at Sonarpur, Pargana-Madanmolla, P.O. Narendrapur, District - 24 Parganas (South).

7. **AND WHEREAS** the said land purchased by the above named vendors by virtue of the aforesaid recited six conveyances containing all together an area of 524.63 satak equivalent to 317 Cottahs 06 Chittacks and 18.22 square feet recorded/comprised in J.L. No. 50, within several khatians and several R.S. Dag numbers , and several L.R. Dag Nos as herein before stated are lying situated adjacent to each other and forming a plot of land which was numbered as Holding No.710 Kusumba and Holding No. 173 Kusumba within Ward No. 7 of the Rajpur - Sonarpur Municipality, Mouza-Kusumba, P.S. Sonarpur, P.O. Narendrapur, Sub - registration office at Sonarpur, Pargana - Madanmolla and District- 24 Parganas (South) and duly mutated in records of the concerned B.L. & L.R.O. and the said Rapur- Sonarpur Municipality in the Joint names of the vendors as being the joint owners thereof.

8. **AND WHEREAS** the said Vendors/ Owners obtained the amalgamation of Pre. No. 710 Kusumba and Pre. No. 173 Kusumba in the records of the said Municipality and the amalgamated plot was numbered as Holding no. 710, Kusumba by the said municipality.

9. **AND WHEREAS** the Vendors have for the sake of convenience and other good reasons formed two lots, of the said entire lands and got the said two Lots separately assessed by the said Rajpur – Sonarpur Municipality, being -

(a) Municipal Holding No. 710 Kusumba containing an area of 139 Kottahs 4 Chattacks 8.7 sft. within the limits of ward no. 7 of the Rajpur Sonarpur Municipality, P.S. Sonarpur.

(b) Municipal Holding No. 1479 Kusumba containing an area of 178 Kottahs 0 Chattack 9.52 sft within the limits of Ward No. 7 of the Rajpur Sonarpur Municipality, P.S. Sonarpur.

10. **AND WHEREAS** the said respective Municipal Holdings are also duly mutated in the Joint names of the said Vendors/owners in the records of the Rajpur- Sonarpur Municipality.

11. **AND WHEREAS** the Vendors have obtained the use / nature of land comprised in the said premises being Holding No. 1479 Kusumba converted by the concerned authorities and the Vendors are entitled to use the land of the said premises for the purpose of construction of new buildings containing self contained flats/units for residential /commercial and other lawful uses.

12. **AND WHEREAS** the Owners have decided to take up the Development of the said Holding No.1479 Kusumba containing an area of 178 Kottahs 0 Chattack 9.52 sft lying situate within Ward No. 7, of the Rajpur - Sonarpur Municipality and the said land is hereinafter referred to as the said 'Land'.

13. **AND WHEREAS** the Owners and the Promoter have entered into an Agreement for Development dated dated 21<sup>st</sup> January 2020 and registered with Additional Registrar of Assurances -

I, Kolkata in Book I, Volume No 1901-2020, Pages 16852 to 16917 Being No. 190100328 for the year 2020 the development and commercial exploitation of the said Land.

14. **AND WHEREAS** the Owners have mutually agreed that the said Promoter shall do the development of the said land of the said Municipal Holding No. 1479 Kusumba and the construction of the buildings thereon or on part thereof containing self contained independent residential/other units with the provision of car parking spaces (open, covered and mechanical)

15. **AND WHEREAS** the Owners have granted a Power of Attorney to the Promoter and also its partners and also its Designated Partners Mr. Ashok Saraf, and Mr. Arvind Kumar Saraf and the said Power of Attorney dated 12<sup>th</sup> February 2020 registered with the Additional Registrar of Assurances, Kolkata, registered in Book I, Vol. No. 1901-2020, Pages 31006 – 31056, Being No 190100639 for the year 2020, for undertaking all the acts, deeds and things as may be necessary for giving effect to and carrying out the terms and conditions of the registered Agreement for Development dated 21<sup>st</sup> January 2020.

16. **AND WHEREAS** the Owners have got a building plan bearing No. **313/CB/07/17** dated 16 March 2020 sanctioned for construction of the new buildings containing self contained independent residential flats, commercial spaces and other units on the land of the said Municipal Holding No. 1479 Kusumba (hereinafter called the said 'Land').

17. **AND WHEREAS** the Promoter had developed and constructed new buildings as aforesaid and had entered into agreements with the intending purchasers of the flats/ constructed areas/ commercial spaces/units/ car parking spaces (open, mechanical and covered) in the said new buildings to be constructed on the said land.

18. **AND WHEREAS** the Promoter has made an application to the Rajpur-Sonarpur Municipality for obtaining the Completion Certificate of the new buildings at the said Land and the Rajpur-Sonarpur Municipality has duly issued the Completion Certificate bearing No. \_\_\_\_\_ dated \_\_\_\_\_.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(EASEMENTS)**

1. The right in common with the other Allottees for the use of common parts for ingress in and egress out.
2. The right of passage in common with other Allottees to get gas, electricity, water connection, telephone connection, cable T.V. connection etc. from and to any other flats or common parts 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 and occupation of the other parts of the building.

3. The right of protection of from by and for other parts of the building by all parts at the Designated Apartment as far as it be necessary to protect the same.

4. The right of support from the Designated Apartment that be enjoyed by the other parts of the building.

5. The right with or without workmen and with the necessary materials to enter from time to time to the other flats for the purpose of repairing so far as may be necessary, pipes, drains, wires, and conduits as aforesaid provided always that save in the case of emergency the Allottees shall give a prior forty eight hours written notice to the other co-owners/ Association of the intention for such entry as aforesaid.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

**(FLOOR PLAN)**

**THE EIGHTH SCHEDULE ABOVE REFERRED TO:**

**(CAR PARKING PLAN)**

**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.

## **Annexure "A"**

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 means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall means a section of the Act.
- v) **SAID LAND** shall mean the Premises No. 1479, Kusumba, P.O. Narendrapur, P.S. Sonarpur, Under Ward No. 7 of the Rajpur- Sonarpur Municipality containing an area of 178 Kottahs 0 Chattack 9.52 sq. ft (more or less) and comprised in the L.R. Khatian Nos. 2831, 2832, 2833 and 2834 lying situate at Mouza Kusumba, Pargana Madanmalla, J.L. No. 50, R.S. No. 138, Touzi No. 259, more fully and particularly mentioned and described in the **FIRST SCHEDULE** to these presents.
- vi) **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean and include the housing complex named "**SUGAM PRAKRITI**", consisting of new buildings at the said Land, containing several independent and self contained Flats / Apartments/Commercial Spaces, parking spaces and other constructed areas;
- vii) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase from the Promoter and taken possession of any Unit in the Housing Complex, and shall also mean and include the Promoter and/or the Owners for those units and other constructed spaces not alienated by the Promoter and/or Owners and/or reserved and/or retained by the Promoter and/or the Owners.

viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in **THIRD SCHEDULE** to these presents and intended by the Promoter for common use and enjoyment of the Allottees, Subject To such variations or relocations as the Promoter may from time to time make therein.

**It is clarified that** the Common Areas and Installations shall not include the parking spaces, exclusive terraces (if any) at different floor levels attached to any particular flat or Flats / Apartments, exclusive greens / gardens (if any) attached to any particular flat or Flats / Apartments and other open and covered spaces at the Land and the Buildings which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Housing Complex and in particular the Common Areas and Installations and rendition of common services in common to the Allottees / Commercial Unit Holders of the Housing Complex and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** to these presents) to be contributed and shared by the Allottees / Unit Holders.

x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Allottees / Unit Holders in the Housing Complex for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Allottees / Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

xi) **UNITS** shall mean the independent and self-contained Flats / Apartments and/or other constructed areas (capable of being independently and exclusively used and

enjoyed) in the Housing Complex at the said Land and wherever the context so permits or intends shall include the store room / servant quarter and/or parking right and/or exclusive right to use of the open terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto.

- xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the basement / ground floor (as applicable) of the Buildings / Blocks at the said Land and also the open parking spaces in the open compound at the ground level of the said Land and also the multi level mechanical stack parking system (if installed) as expressed or intended by the Promoter at its sole discretion for parking of motor cars, two wheelers and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified, without any ownership of the space. It is also agreed and clarified that in case any parking be a stack parking (i.e. having access through another parking space or another parking space having access through this parking space) or multi level mechanical stack parking (i.e. one car parked above the other car by way of mechanical means / device), then allottees of both the stack parkings / multi level mechanical stack parking shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required); and in so far as the multi level mechanical stack parking is concerned, the general operation of the mechanical stack device shall be under the control of the allottees of both the parkings and the charges on account of Annual Maintenance Charges, general maintenance, electricity, repairs, replacements and other expenses shall also be to the account of the allottees of both the parkings.
- xiii) **CARPET AREA** according to the context shall mean and include the net usable floor area of any Designated Apartment/Unit, 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 Designated Apartment/Unit;

xiv) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any Designated Apartment/Unit in the Housing Complex and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the built-up area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.), if any, therein **PROVIDED THAT** if any wall or column or pillar be common between two Flats / Apartments, then one half of the area under such wall or column shall be included in the area of each such Flat / Apartment.

xv) **SUPER BUILT-UP AREA** according to the context shall mean and include the Built-Up Area of any Unit **And** shall include the proportionate share of the areas of the Common Areas in the Housing Complex, attributable to such Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Super Built-up Area has been given only for reference and has nothing to do with the pricing or other aspects of the said Unit agreed to be purchased by the Allottee.

xvi) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:

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

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

xvii) **DESIGNATED APARTMENT/SAID UNIT** shall mean the **Residential Flat / Apartment No.\_\_\_\_** on the \_\_\_\_\_ floor of **Block No.\_\_\_\_** of the Housing Complex to be constructed at the said Land morefully and particularly mentioned and described in the **SECOND SCHEDULE** to these presents **and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible variable impartible share in

the Common Areas and Installations **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE** and **and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace / Exclusive Garden / Green attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.

- xix) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 21<sup>st</sup> January 2020 and registered with Additional Registrar of Assurances - I, Kolkata in Book I, Volume No 1901-2020, Pages 16852 to 16917 Being No. 190100328 for the year 2020.
  
- xx) **ASSOCIATION / MAINTENANCE COMPANY** shall mean any Association formed in accordance with the law or any Company incorporated under any provisions of the Companies Act, 2013 or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees / Unit Holders, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
  
- xxi) **MAINTENANCE IN-CHARGE** shall upon formation of the Association / Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association / Maintenance Company and till such time the Association / Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
  
- xxii) **PLAN** shall mean the plan sanctioned by the Rajpur-Sonarpur Municipality vide **Building Permit No. 313/CB/07/17** dated **16 March 2020** and Revised Plan No. \_\_\_\_\_ dated \_\_\_\_\_ and Completion Plan No. \_\_\_\_\_ dated \_\_\_\_\_ for construction of the Buildings at the said Land.

- xxiii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
  
- xxiv) 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**.
  
- xxv) The expression **ALLOTTEE** shall be deemed to mean and include:
  - (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
  
  - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being and their respective heirs legal representatives executors and administrators;
  
  - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being and their respective heirs legal representatives executors administrators and/or successors;
  
  - (d) In case the Allottee be a company, then its successors or successors-in-office;

## ANNEXURE "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units / apartments by Allottees / Unit Holders shall be consistent with the rights and interest of all the other Allottees / Unit Holders and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees / Unit Holders (including the Allottee herein) shall be bound and obliged:
  - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the Housing Complex / said Land and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Housing Complex / said Land 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 Association / Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
  - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Housing Complex and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
  - (d) to use their respective Residential Flats / Apartments only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, save and except for the commercial units/spaces which have been

duly demarcated for permissible commercial activities AND it being expressly agreed that such restriction on the Allottees / Unit Holders 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 flat/unit belonging to the Promoter for non-residential purposes;

- (e) to maintain and keep in good order and condition the fire fighting system, if installed in the said Unit as required by law, and keep the said Unit free from all hazards relating to fire;
- (f) to carry out all fitout works in the said Unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
- (g) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars / Two wheelers, as applicable.
- (h) not to use the ultimate roof of the Blocks / Buildings or the Common Areas and Installations for bathing washing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Housing Complex free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the Land.
- (k) not to claim any right whatsoever or howsoever over any unit or portion in the Housing Complex save their respective units.

- (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings / Housing Complex save a decent nameplate outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Designated Apartment/Unit.
- (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Housing Complex / said Land or may cause any increase in the premia payable in respect thereof.
- (n) not to alter the outer elevation of the Buildings / Housing Complex or any part thereof nor decorate the exterior of the Buildings / Housing Complex or the said Land otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the ultimate roof, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Housing Complex nor allow or permit any other person to do so.
- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Housing Complex.
- (q) To keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Housing Complex and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees / Unit Holders shall not make any form of alteration in the beams and columns passing through their respective units or the

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

- (r) In case any balcony / verandah / Open Terrace be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat 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 balcony / verandah / Open Terrace independently (i.e. independent of the apartment owned by such Allottee);
  - ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony / verandah / Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
  - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said balcony / verandah / 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.
- (s) In the event any Allottee has been allotted any right of parking motor car / two wheeler or other vehicle within the said Land, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car / two wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car / two wheeler thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car / two wheeler at such Parking Space or allow or permit any one to park car / two wheeler or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with

possession of such Parking Space, independent of his Unit, to any person, with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the flat only to any other owner of flat in the Housing Complex 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 / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within the Housing Complex or any other portion of the said Land save at the allotted Parking Space;
  - (v) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the parking spaces in the Housing Complex and the said Land.
  - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners and the Maintenance In-charge with regard thereto. It is clarified that the Allottees shall not proportionately share the additional taxes and/ or levies and / or surcharges as may be levied exclusively for the commercial units.
- (t) In the event any Allottee has been allotted any store room / servant quarter, whether jointly with the flat or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:

- (i) The Allottee shall use such store room / servant quarter only for the purpose of storage or lodging of servant, as applicable, and for no other purpose whatsoever;
- (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room / servant quarter or part with possession of the same, independent of his Unit,;
- (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association / Maintenance Company with regard to the user and maintenance of the store room / servant quarter.
- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room / servant quarter and shall indemnify and keep saved harmless and indemnified the Owners and the Promoter and the Association / Maintenance Company with regard thereto.
- (u) not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees.
- (v) 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.
- (w) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees / Unit Holders in a lawful manner.

- (x) not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balconies / verandahs / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (y) 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 Land including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Promoter and the Owners 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.
- (z) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, any Development Authority, WBSEDCL, Fire Brigade, Pollution Control Authorities, Municipal Corporation, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Housing Complex and to make such additions and alterations in or about or relating to their respective units and/or the Housing Complex as be required to be carried out by them, independently or in common with the other Allottees / Unit Holders as the case may be without holding the Promoter or the Owners 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 Owners 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.
- (aa) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.

- (bb) 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, such Allottee shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees / Unit Holders 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 air conditioning units is drained within their respective Flats / Apartments.
- (cc) 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 (if provided by the Promoter) which in the opinion of the Promoter or the Association / Maintenance Company differs from the colour scheme of the buildings / Housing Complex or deviation of which in the opinion of the Promoter or the Association / Maintenance Company may affect the elevation in respect of the exterior walls of the buildings / Housing Complex and if so done by any Allottee, such Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (dd) not to make in the flat any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Owners and/or other Allottees / Unit Holders and shall fully indemnify them and each of them.

(ee) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession / Date of Commencement of Liability:-

- 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 pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the Housing Complex / said Land or pay the same to Promoter / Owners, as be intimated by the Promoter from time to time;
- ii) All other taxes, land revenue, impositions, levies, cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the said Land / Housing Complex as a whole and whether demanded from or payable by the Allottees / Unit Holders or the Promoter or the Owners and the same shall be paid by the Allottees / Unit Holders wholly in case the same relates to their respective units and proportionately in case the same relates to the said Land / Housing Complex as a whole.
- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees / Unit Holders for their respective units, the Promoter and/or the Maintenance In-Charge may (subject to availability and at their option and discretion) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees / Unit Holders 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 WBSEDCL Limited. The Allottee shall apply for separate electricity meter immediately on completion of construction of the said Unit.

- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / 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 **FOURTH SCHEDULE** to these presents) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees / Unit Holders shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only per square foot per month of the Built-up Area of their respective units (i.e. including the area of the covered balconies / verandahs attached thereto) **Provided That** in case of any open terrace be attached / appurtenant to the said Flat, **50% area** thereof shall be taken into account for payment of such maintenance charges. 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 / Unit Holders 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 WBSSEDCL from its consumers for the delay payment of its bills).
  
- (ff) to observe such other covenants as be deemed reasonable by the Promoter and/or the Association / Maintenance Company from time to time for the common purposes.

- (gg) the Allottee is aware that the Promoter proposes to apply for pre-certified gold rating by Indian Green Building Council (IGBC). The Allottee shall remain bound to abide by the practices, norms, guidelines for Green Homes, both within the Housing Complex as well as the said Unit, as may be prescribed by the authorities for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Housing Complex. The Allottee shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA / Pollution Control Board / IGBC in relation to the operation and maintenance (O & M) of the common facilities viz. STP, Solid Waste System, Solar Street Lights etc., within the Project are duly and regularly observed, fulfilled and abided by the Allottee and the Maintenance Company / Association.
- (hh) In addition to the above, the Unit Holder of the commercial spaces binds himself and covenants to abide by the following rules, regulations and restrictions:
- (i) The Unit holder shall not do or permit anything to be done in the said Commercial Unit which is likely to be a nuisance or annoyance to the other allottees or the nearby residents or which can cause any damage to the Project or any part thereof.
  - (ii) The unit holder shall not use the said Commercial Unit or part thereof, nor shall it do or cause or permit or suffer to be done upon the said Commercial Unit and/or the Project or any part thereof anything which may offend against any statute, law or notification rules and regulations made by the Government or local authority or which may cause damage to the said Land or any part thereof or to the adjoining apartments/units.
  - (iii) The Unit holder shall not store any such hazardous or inflammable articles required for its business in such manner which may caused hazard at the said Project and /or the said Land. Further, the unit holder shall not keep any articles, objects, or substance, etc. in the lobby or the other common areas of the Project. They shall ensure that their staff/workmen do not spoil or deface the walls inside and outside the commercial unit and/or the Project. Noise and vibration due to the commercial/business activities of the Unit Holder shall be kept to a minimum in order to ensure no disturbance is caused to the other allottees/unit holders.
  - (iv) The Unit holder shall also not carry out any illegal commercial activities at the said commercial Unit and shall obtain all necessary permissions relating to its business from the concerned authorities and shall also be liable to pay all taxes and levies related to its business.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letter box specifically provided for the said Unit or with the security guard of the Housing Complex. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time Provided That the payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date.
  
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building/s / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other Allottees / Unit Holders proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
  
4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (two percent) per mensem on all the amounts in arrears, as also all expenses on account of disconnection and/or reconnection of utilities and facilities, and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
  - (i) disconnect the supply of electricity (if provided through sub-meter) to the said Unit;

- (ii) withhold and stop all other utilities and facilities (including lift, generator, club etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
- (iv) to display the name of the Allottee as a defaulter on the notice board of the Housing Complex / Building/s.

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