

SOLARIS MALL

**DEED OF CONVEYANCE (Format)**

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

**BETWEEN**

**PYRAMID ENCLAVE PRIVATE LIMITED** (PAN No. **AAECP3545N**), (C.I.N. No. **U45400WB2007PTC116997**), a Company incorporated under the Companies Act, 1956, having its registered office at No.P-16, Kalakar Street, Police Station- Posta, Post Office Kalakar Street, Kolkata – 700 007, being represented by its Attorney **Sri** \_\_\_\_\_ (**P.A.N. No.** \_\_\_\_\_), son of Sri \_\_\_\_\_, residing at \_\_\_\_\_ through a registered Power of Attorney, registered at the office of Additional Registrar of Assurances – III, Kolkata, Book IV, Volume No. \_\_\_\_\_, Pages – \_\_\_\_\_, being no. \_\_\_\_\_ dated \_\_\_\_\_, hereinafter referred to as the “Vendor /Promoter” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **ONE PART**

**AND**

[If the Purchaser is a company]

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

[If the Purchaser is a Partnership]

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

[OR]

[If the Purchaser is an Individual]

Mr./Ms. ....(Aadhar no. ....) son / daughter of....., aged about ..... residing at....., (PAN.....) hereinafter called the “Allottee/Transferee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr. ...., (Aadhar 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/Transferee” (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 and permitted assigns) of the **OTHERPART**.

The Vendor/Vendor and Purchaser shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

## **WHEREAS**

1. The Vendor has the right title and interest on the Said land in the following manner:-
  - a. The Vendor is the absolute and lawful owner of Land at Premises **No. 29, Kanailal Goswami Sarani** under **Ward No.17** of the **Serampore Municipality, P.O. & P.S. Serampore, District – Hooghly, West Bengal**, totally admeasuring 24.294 Acres equivalent to \_\_\_\_\_ Sq.mt. ("**Larger Property**") by virtue of an Indenture of Conveyance dated the **13<sup>th</sup> December, 2007** made between National Textile Corporation Ltd. therein referred to as the Vendor of the One Part and Messrs Pyramid Enclave Private Limited, the Owner herein and therein referred to as the Purchaser of the Other Part and registered in Book No. I, Volume No.11, Pages 52 to 67, Being No.324 for the year 2008 at the office of the Additional Registrar of Assurances – III, Kolkata which related to the "said Premises" which is morefully described in **Part I of Schedule I**.
  - b. Thereafter the Vendor gifted a piece and parcel of land admeasuring more or less 5 Cottahs 10 Chittacks and 41 Square feet situated at South Western corner out of the Larger Property to Mahesh Youth Recreation Club vide Gift of Deed dated 25<sup>th</sup> April 2011, registered at the office of Additional Registrar of Assurances-III, Kolkata in Book 1, CD Volume No. 2, Pages from 2360 to 2373, being No. 731 for the year 2011, which is morefully described in **Part II of Schedule I**.
  - c. Thereafter the Vendor partitioned the Larger Property namely 29 Kanailal Goswami Sarani to 3 different Premises Numbers namely 29, 30 and 31 Kanailal Goswami Sarani and gifted a strip of land admeasuring more or less 0.514 Acres situated at Eastern side out of the Larger Property to Serampore Municipality, for widening the adjacent local road vide Gift of Deed registered at the office of Additional Registrar of Assurances-III, Kolkata in Book 1, Volume No. 1903-2018, Pages from 68505 to 68530, being No. 190301703 for the year 2018, which is morefully described **Part III of Schedule I**.
  - d. Thereafter the Vendor has entered into a Development Agreement with M/s Eden Infrabuild Private Limited for the development of the project at renumbered

Premises No. 30 Kanailal Goswami Sarani, under **Ward No.17** of the **Serampore Municipality, P.O. & P.S. Serampore, District – Hooghly, West Bengal** admeasuring 1.804 Acres equivalent to 7300.5 Sq.mt. of land vide the Development Agreement registered at registered as document number 190300550 for the year 2018 at the Office of the Additional Registrar of Assurances-III, Kolkata, in Book No. I, CD Volume No. 1903-2018, Pages 27152 to 27203 which is morefully described in **Part IV of Schedule I (Said Land)**.

2. The Vendor/Promoter has been paying land revenue in respect of the said Land to the Government of West Bengal and the Vendor/Promoter has mutated its name in the records of the Serampore Municipality and the concerned Block Land & Land Record Office of Serampore, in respect of the said Land as the Owner thereof and has been paying municipal taxes in respect thereof to the Serampore Municipality;
3. The Vendor/Promoter had submitted to the Serampore Municipality a plan for construction of residential cum commercial buildings on the said Land and has deposited necessary sanction fees and other fees payable to Serampore Municipality and the Serampore Municipality has duly sanctioned the building plan vide No. \_\_\_\_\_ dated \_\_\_\_\_ and the Vendor/Promoter named the project as “Solaris Mall”;
4. In pursuance of the aforesaid and in the course of development of the said Land, the Vendor/Promoter has constructed thereon \_\_\_\_\_ building, comprising of Ground plus \_\_\_\_\_ upper floors (G+\_\_\_\_) (hereinafter referred to as the “**said Building**”) in accordance with the above recited building plan, designs and specifications sanctioned by Serampore Municipality and plan of which has been perused and agreed to by the Purchaser and thereafter the Vendor/Promoter has constructed building and infrastructural facilities in accordance with sanctioned plan;
5. The Purchaser has booked for transfer of **Unit No.** \_\_\_\_\_ **on the** \_\_\_\_\_ **floor**, of the said Building admeasuring \_\_\_\_\_ **sq. ft. (Carpet Area)** (hereinafter referred to as **Unit**) together with one **car parking** from the Vendor/Promoter at a total consideration of **Rs.** \_\_\_\_\_, and has paid a sum of Rs. \_\_\_\_\_ towards application amount on the booking of the Unit

and accepted and agreed to the Terms and Conditions issued by the Vendor/Promoter with the Application form and Allotment letter dated \_\_\_\_\_.

6. The Allottee/Transferee, himself and /or through his advocate, has inspected the relevant documents and is fully satisfied with the title/ leasehold rights of the Vendor/Promoter to the said Land, sanctioned plans, the powers and authorities of the Vendor/Promoter to transfer the apartments in the said Land constructed thereon, the plans and specification of the construction, common areas, facilities and amenities to be provided with the Unit booked by the Allottee/Transferee;
7. The Vendor/Promoter has represented that it has completed construction of the said Building on the said Land in accordance with the building plan sanctioned by Serampore Municipality and has obtained Occupancy Certificate dated \_\_\_\_\_, from \_\_\_\_\_ in respect thereof.
8. The Vendor/Promoter has represented to the Purchaser that the **Unit No.** \_\_\_\_\_ allotted to Purchaser and one **car parking**, is complete in all respects; and the Purchaser has inspected and confirmed the same.
9. Pursuant to the "Call/Notice for Possession" dated \_\_\_\_\_ issued by the Vendor/Promoter to the Allottee/Transferee, the Purchaser has paid all dues to the Vendor/Promoter and has requested the Vendor/Promoter to execute and register this Indenture in favour of the Purchaser and to deliver vacant and peaceful possession of the aforesaid **Unit No. parking.** \_\_\_\_\_ in the said Building and one **car**

**NOW THIS INDENTURE WITNESSETH:-**

- I. A) That in the premise aforesaid and in consideration of the sum **Rs.** \_\_\_\_\_ for **Unit No.** \_\_\_\_\_ along with **one car parking** paid by the Purchaser to the Vendor/Promoter by way of consideration money on or before the execution of these presents [the receipt whereof the Vendor/Promoter doth hereby as well as by the Receipt and **Memo** hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof do hereby acquit, release and discharge the Purchaser and the said **Unit No.** \_\_\_\_\_ admeasuring \_\_\_\_\_ **sq. ft.**

(Carpet Area) situated on the \_\_\_\_\_ floor and one car parking admeasuring \_\_\_\_\_ sq. ft., the Vendor/Promoter doth hereby grant, transfer, assign and assure and confirm to and unto the Purchaser all that the Unit No \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. (Carpet Area) on the \_\_\_\_\_ Floor, (“the said Unit”) morefully described in Part I of the Second Schedule in the building together with one car parking admeasuring \_\_\_\_\_ sq. ft on the ground floor more fully described in Part II of the Second Schedule hereunder written together with undivided proportionate share or interest in the land together with undivided proportionate share or interest in the common areas, facilities and amenities of the said Building morefully described in Part-I of the Third Schedule hereunder written together with the common areas, facilities and amenities of the subject to the terms, conditions and provisions contained herein but otherwise free from all encumbrances, charges, liens, lis-pendens, trust, execution and attachment/ acquisition/requisition proceedings and all other liabilities whatsoever (the said Unit No. \_\_\_\_\_, one car parking, and all other rights and properties hereby sold and transferred and/or expressed or intended to be sold and transferred are hereinafter collectively referred to as “the said Premises”) AND the reversion or reversions and remainder or remainders and the rent, issues and profits thereof AND all the estate, right, title, claim, interest and demand whatsoever both at law and in equity of the Vendor/Promoter in the said Premises or any part or parcel thereof **TO HAVE AND TO HOLD** the said Premises hereby sold, transferred and conveyed to and unto the use of the Allottee/Purchaser absolutely and forever AND SUBJECT TO the observance of the terms, conditions and covenants and the stipulation and obligations to be observed by the Purchaser as mentioned in the Fourth Schedule hereunder written SUBJECT TO the Allottee/Transferee’s paying and discharging all the taxes and impositions on the said Premises wholly and all the common expenses proportionately as are mentioned in the Fifth Schedule hereunder written and all rents, taxes, assessment, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof in connection with the said Premises wholly and the said Residential cum Commercial Complex proportionately and subject to the

condition that the said Unit will be used only for residential purpose and no other.

**II. THE VENDOR/PROMOTER HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS:-**

- (a) That notwithstanding any act, deed or thing by the Vendor/Promoter executed or knowingly suffered to the contrary, that the interest which the Vendor/Promoter doth hereby profess to transfer and that the Vendor/Promoter has full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Allottee/Purchaser the said Premises and all other rights attached thereto. .
- (b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said Premises and/or every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendor/Promoter or any person or persons claiming through, under or in trust for the Vendor/Promoter.
- (c) The said Premises and all other properties and rights hereby transferred are freed from all encumbrances, attachments, liens, lispensens whatsoever and freely, clearly released and discharged or otherwise by the Vendor/Promoter and well and sufficiently saved kept harmless and indemnified from and against all claims, demands charge and encumbrances whatsoever and have made or suffered by the Vendor/Promoter and/or any person or persons lawfully and equitably claiming, as aforesaid.
- (d) The Vendor/Promoter shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further better or more perfectly and absolutely assuring the said Premises together with the rights hereby granted unto the Purchaser and in the manner aforesaid.
- (e) The Vendor/Promoter hereby agrees and undertakes that till handover of all the apartments to the respective Purchaser the Vendor/Promoter either by itself or through its nominated Maintenance Agent/Company will maintain the common areas, facilities and amenities, irrespective of actual date whether the Purchaser has taken physical

possession of the said Unit subject to the payment of maintenance charges and electricity charges of the common areas of the said Premises and common areas, facilities and amenities at such rate or rates as may be prescribed by the Vendor/Promoter or its nominated Maintenance Agent/Company from time to time. The maintenance charges (excluding electricity charges for common areas of the said Building) for the first two years shall be paid by the Purchaser in advance to the Vendor/Promoter /Maintenance Company as the case may be and electricity charges for common areas of the said Building shall be paid by the Purchaser separately to the Vendor/Promoter /Maintenance Company as and when demanded. In subsequent years maintenance charges and electricity charges for common areas of the said Building will be payable within Seven days of raising of bill(s) by the Vendor/Promoter/Maintenance Company/Resident's Association.

- (f) The Vendor/Promoter hereby agrees and undertakes that on handover of all the apartments to the respective Allottee/Transferee, an association shall be constituted and/or formed by the Vendor/Promoter for the purposes of *inter alia* maintenance of the common areas, facilities and amenities of the said Building.
- (g) The Association formed shall either be a Society or a Private Limited Company or an Organization in any other form (herein referred to as “ **Association**”) and such Association can be in common/joint with that of other phases of the project and all the Purchaser of Unit in the said Building has compulsorily to be the member of such association.
- (h) The Vendor/Promoter shall frame rules, regulations, mandates, laws and bye laws devised and promulgated in respect of the common interest of the Unit owners relating to the maintenance of the common areas, facilities and amenities of the said Building and services relating thereto which shall be binding on all the Purchaser of apartment(s) in the said Building.
- (i) The Vendor/Promoter, upon formation of the Board /Committee or Governing Body of the Association as the case may be, shall handover the original title deeds, plans and other documents in relation to the said Property and the Association shall keep the same safe, un-obliterated and un-cancelled and at all-time upon reasonable request and at the cost of the Unit owner produce or caused to be produced to the suchowner



or its advocate or before any court or authority for inspection or otherwise as occasion shall require in connection with the said Premises and shall also serve at like request and cost of the apartment owner attested or other copies of extract from the same whenever required.

- (j) The Association will have all powers and authorities, rights and obligation to represent as the final and absolute authority for management of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto in the common interest of the Unit owners.
- (k) The duties and responsibilities of the Association will be to facilitate administration, management, upkeep, maintenance, up gradation and improvement of the common areas, facilities and amenities of the said Building as stated herein and services relating thereto.

**III. THE PURCHASER HEREBY COVENANTS AND AGREES WITH THE  
VENDOR/PROMOTER** as follows:-

- (a) The Purchaser shall have proportionate undivided right over the common areas, facilities and amenities of the said Building as specified in the **Third Schedule** hereunder written.

- (b) The Purchaser for himself/herself/itself and his/her heirs, executors, administrators and assigns doth hereby covenant with the Vendor/Promoter and/or other co-owners of the other apartments in the said Building that (i) the Purchaser shall observe, perform and fulfill the covenants, stipulations and obligations required to be performed by the Purchaser as mentioned in the **Fourth Schedule** hereunder written (ii) the Purchaser shall abide by the bye-laws/ rules/ regulations as may be applicable to the said Building from time to time and pay all taxes, duties, maintenance charges, electricity charges for common areas of the said Building and all other outgoings in respect of the said Premises wholly and in respect of the common areas and portions of said Building proportionately and all other expenses incidental to the management of the said Building. Such payment shall be made by the Purchaser within Seven days of raising of bill(s) by the Vendor/Promoter/Maintenance Company/Association. (iii) the Purchaser shall use the said Unit for residential purpose only and for no other purpose and (iv) the Purchaser shall not do any work which would jeopardize the soundness or safety of the said premises and Residential cum Commercial Complex, reduce the value thereof or impair any easement nor shall the Purchaser add any material structure or excavate any additional basement or cellar without, in every such case, the approval of the Vendor/Promoter/ Maintenance Company/Association.
- (c) The Purchaser shall not do or cause to be done any act or thing nor shall omit to do any act, deed or thing whereby the rights of the Vendor/Promoter and/or the Purchaser of other premises in the said Building is prejudiced and affected in any manner whatsoever.
- (d) The Purchaser hereby agrees and undertakes to the Vendor/Promoter that the Purchaser shall bear and pay proportionately all common expenses payable by the Purchaser as may be determined and fixed by the Vendor/Promoter or the Maintenance Company or the Association, as the case may be.
- (e) The Purchaser is fully aware that the Vendor/Promoter has constructed several units/shops for commercial use in the said complex and for transferring the same to the intending transferees at such price and on such terms and conditions which the

Vendor/Promoter in its sole discretion has deemed fit and proper. The Transferee or the intending Transferee of the commercial units shall enjoy the facilities and convenience of the said Complex including the common portions as decided by the Vendor/Promoter in its sole discretion. The Purchaser shall not, under any circumstances, raise any objection or hindrance thereto.

- (f) Vendor/Promoter shall bear all municipal taxes, rates, levies, surcharges and out goings of or on the said premises and appurtenances relating from the date of possession or registration of the Indenture in favour of the Purchaser whichever is earlier. Deemed date of possession shall mean \_\_\_\_\_ days after issuance of “notice of possession / call for possession” for taking over of possession of his / her / its apartment in person or through agent or attorney irrespective of actual possession of the apartment has been taken or not.
- (f) So long as each Unit is not separately assessed for municipal taxes, rates, levies, surcharges and out goings, the Purchaser shall pay his/her/its proportionate taxes, rates, levies, surcharges and outgoings as determined by the Vendor/Promoter.
- (g) The Purchaser shall use the said Unit and every part thereof only for the purpose of residence and shall not permit the same to be used for the purpose of office showroom/shop/godown or for carrying on any industry or business.
- (h) The Purchaser shall be bound by rules, regulations, mandates, laws and bye laws devised and promulgated in the common interest of the apartment owners relating to maintenance of the common areas, facilities and amenities of the said Building and services relating thereto.
- (i) The Purchaser hereby agrees that in the event of delay / default by the Purchaser in payment of the Maintenance Charges/ utility charges and electricity charges for common areas of the said Building by the due date mentioned in the bills relating to maintenance of common areas, facilities and amenities, then the Purchaser shall be liable to make good such short fall within fifteen (15) days failing which the Purchaser

shall be liable to pay interest @ ....% p.a. on the unpaid amount for the period of delay in payment after the due date. If the Purchaser defaults in making the shortfall within a further period of fifteen (15) days, the Promoter / Maintenance Company/ Association shall have the right to withhold / discontinue the Maintenance Services / utilities for the Said Unit, at any time, without any further notice.

(j) The Purchaser shall be bound by rules, regulations, mandates, laws and bye-laws devised and promulgated relating to use of facilities, amenities.

(k) The Purchaser shall be bound, from time to time, to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the mutual interests of the Vendor/Promoter and of the other Allottee/Transferees/ occupants of the other apartments in the said Building. The Vendor/Promoters have the absolute authority and control as regards to all the unsold apartments and other apartments and car / two-wheeler parking spaces in the said Building and the disposal/ transfer the right to use thereof.

IV. The Parties hereto agree that the Vendor/Promoter of the said Land will submit the said premises and said Land and the unsold apartments (if any) in the said Building together with the Purchaser as owner of the said Premises and Allottee/Transferees of the other apartments and car parking spaces to the provisions of the West Bengal Apartment Ownership Act, 1972 (“**the Act**”) as amended from time to time and will execute and register such declaration and instruments as shall be required to be filed with the competent authority and the Purchaser agrees to sign all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, and extend all co-operation to the Vendor/Promoter as may be necessary for the purposes of submitting the Residential cum Commercial Complex / said Premises to the provisions of the Act.

V. The Parties hereto agree with the Roof rights in the herein mentioned modality: The ultimate roof of the said Building shall mean the roof which will be for the common use of all the Purchasers of the said Building. The Vendor/Promoter has installed an elevated Grid Tied Rooftop Solar Panel Installation, which will provide shaded area and may be used for community activities. The Vendor/Promoter shall have the right of putting up

signage and hoarding including neon sign of its name / logo / brand or the name of its segment or affiliates, as well as its products, on the roof or walls or common areas of the said Building at its sole discretion. The Terms with regards to the “Grid Connected Roof Top Solar Power Plant Installation” is laid down in **Sixth Schedule** hereunder.

- VI.** The recitals, annexures and schedules form part of this Indenture and shall have the same force and effect as if expressly set out in the body of this Indenture, and any reference to this Indenture shall include any recitals, annexures and schedules to it.

## **THE FIRST SCHEDULE ABOVE REFERRED TO**

### **PART-I**

#### **LARGER LAND**

All that piece and parcel of Land measuring about 24.294 Acres at Premises Nos. 29, 30 and 31 Kanailal Goswami Sarani under Ward No.17 of the Serampore Municipality, P.O. & P.S. Serampore, District – Hooghly, West Bengal.

### **PART-II**

Gift of 5 Cottahs 10 Chittacks and 41 Square feet land from Pyramid Enclave to Mahesh Youth Recreation Club at South West Corner of old premises No. 29, now renumbered as 31 Kanailal Goswami Sarani, under Ward No.17 of the Serampore Municipality, P.O. & P.S. Serampore, District – Hooghly, West Bengal.

### **PART-III**

Gift of 0.514 Acres of strip of land from Pyramid Enclave to Serampore Municipality from old premises No. 29, now renumbered as 29, 30 and 31 Kanailal Goswami Sarani, under Ward No.17 of the Serampore Municipality, P.O. & P.S. Serampore, District – Hooghly, West Bengal.

### **PART IV**

#### **(SAID LAND)**

All that piece and parcel of Land measuring about 1.804 Acres equivalent to 7300.5 Sq.mt at Premises No. 30, Kanailal Goswami Sarani, under **Ward No.17** of the **Serampore Municipality, P.O. & P.S. Serampore, District – Hooghly, West Bengal.**

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**PART-I**

**DESCRIPTION OF UNIT**

**All THAT Unit No. \_\_\_\_\_ on \_\_\_\_\_ floor**

The said Unit is shown in the map/plan annexed hereto and marked with **RED** border and marked as Annexure 'B'.

**PART-II**

**DESCRIPTION OF PARKING SPACE**

**One Car Parking Space** for parking one medium sized car.

**THIRD SCHEDULE ABOVE REFERRED TO**

**PART-I**

1. Entrance Lobby at the ground level of the Said Complex Lift machine room{ s) and lift well(s) of the Said Complex.
2. Water supply pipeline in the Said Complex (save those inside any Apartment).
3. Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Portions of the Said Complex Intercom network in the said complex, if any.
4. Lift(s) and allied machineries in the Said Complex.
5. Service rooms.
6. Common roof (demarcated for Complex Co-Owners) of the Said Complex.
7. Shafts of the Said Complex.
8. Visitor's Car Parking Area of the Said Complex.
9. Water reservoirs/tanks of the Said Complex.
10. Drainage and sewage pipeline in the Said Complex (save those inside any Apartment).
11. Electricity meter(s) for common installations and space for their installation.
12. Network of Cable TV/DTH in the Said Complex.
13. Firefighting system in the Said Complex.

14. External walls of the Said Complex.
15. Fire Refuge Platform of the Said Complex.
16. Electrical & PHE ducts.
17. Manholes and pits.
18. Transformer and DG sets.
19. Gatehouse.
20. Drainage and sewage pipeline and STP.
21. Water Treatment Plant.
22. Water Features.
23. Washroom / Toilets for Support and Maintenance Staff.
24. Driveways, walkways of the Said Complex.
25. Landscaped areas (soft and hard).
26. Grid Tied Rooftop Solar Panel and area for its Installation.
27. Lobbies on all floors and staircase(s) of the Said Complex.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**[TERMS, CONDITIONS, COVENANTS AND STIPULATIONS AND OBLIGATIONS TO BE OBSERVED]**

**I. OBLIGATIONS:**

1. To co-operate with the management and maintenance of the said Unit, said Building and the said Building and to abide by the direction and/or decisions of the Promoter/ Maintenance Company/ Association, as may be, made from time to time in the best interest of the said Building.
2. To abide by the terms, conditions and stipulations/regulations as may be prescribed or made applicable by Government of West Bengal, or any statutory/public body or authority in respect of the said Building standing thereon;
3. To observe the rules and regulations contained and framed from time to time by the Promoter/Maintenance Company/ Association for quiet and peaceful enjoyment of the said Building and the said Building and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the apartments therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the municipality and of Government and other public bodies.
4. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Promoter/Maintenance Company/Association regarding the occupation and use of the said Unit in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Indenture.
5. To maintain the said Unit at its own cost in such a good tenantable state of repair and condition from the date of possession of the said Unit as shall at all times hereafter ensure the maintenance of support and protection to the said Unit.



6. To permit the Promoter/Maintenance Company/Association and/or their agents with or without workmen, at all reasonable time and upon giving reasonable notice of such intention to enter into the said Unit for the purpose of repairing any of the common areas or any appurtenance to any apartment and/ or anything comprised in any apartment, in so far as the same cannot be carried out without such entry.
7. All time hereafter to contribute and pay such sum as may be determined from time to time towards the management, maintenance repairs and upkeep the said Building. Such payments are to be made to the Promoter/Maintenance Company/Association.
8. To pay all proportionate charges for electricity relating to the common areas, facilities and amenities of the Towers and common areas of the entire said Building and the Maintenance Charges of the said Building to the Promoter/Maintenance Company/Association.
9. To pay all damages to any common fixtures and fittings of the said Building and/or the said Building caused by the Allottee/Transferee(s) of the said Unit or his/her guests or servants to the Promoter/Maintenance Company/Association.
10. To carry out at its own cost all internal repairs to the said Unit and maintain the said Unit in same condition, state and order in which it was delivered by the Vendor to the Purchaser or anyone claiming through them.
11. Water for car washing and cleaning of the common areas shall be drawn from the designated water outlets in the said Building.

## **II. NEGATIVE COVENANTS :**

### **The Purchaser of the Unit shall:-**

1. (a) Not to make any structural additions and/or alterations to the said Unit such as beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing of Promoter/Maintenance Company/Association as the case may be.

- (b) Not to fix collapsible gates, grills, grill gates in the said Unit without prior permission of the Promoter/Maintenance Company/Association as the case may be.
  - (c) Not to erect any compound wall/any other fencing within the said Building.
- 2.
  - (a) Not to build, erect or put upon the common areas, facilities and amenities of said Building any item of any nature whatsoever;
  - (b) Not to obstruct any pathways, driveways, passages, side-walks and lobbies used for any purpose other than for ingress and egress.
- 3. Not to lessen or diminish the support or protection now given or afforded by all parts of the said Unit to the upper and/or lower apartment and in particular not to submit the floor of the upper apartment to a greater total load than specified and any load whatsoever shall be so distributed that no one square foot of the said floor shall at any time bear a greater load than specified weight.
- 4. Not to hang from or to attach to the beams or rafts any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the said Building or any part thereof and shall not carry or cause to be carried heavy packages to the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Unit is situated, including entrances of the said Building and in case any damage is caused to the said Building in which the said Unit is situated or the said Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- 5. Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Building and apartments therein or adjacent to the same or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.

6. Not to damage or demolish or cause to be damaged or demolished any portion of the common portion of the said Building and the entire said Building at any time or the fittings and fixtures affixed thereto.
7. Not to close or permit the any alteration (including external wall paint) in the elevation and of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Building which in the opinion of the Promoter or its successors in title differs of the said Building or deviation or which in the opinion of the Promoter (or others as above) may affect the elevation in respect of the exterior walls of the said Building.
8. Not to install grills, the design of which has not been suggested and/or approved by the Promoter / Maintenance Company or in any other manner do any other act which would in the opinion of the Promoter/ Maintenance Company, as the case may be, affect or detract from the uniformity and aesthetics of the exterior of the said Building.
9. Not to maim, injure or deface the footings, foundations main walls or supporting beams of the lower and/or upper apartments save in connection with and so far as may be necessary to permit renovations or repairs to the lower and/or upper Unit.
10. Not to use the said Unit for residential purposes or use the same for any immoral activities or manufacturing or processing works or any other purposes save and except exclusively for commercial purposes.
11. Not to cause or permit obstruction of any drain or pipe used in common with the other unit owner(s) for the passage of water or soil in connection with the said Building.
12. Not to do permit or suffer to be done in or upon the unit anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Co-purchaser(s) and/or Occupier(s) or the owner(s) of the neighbouring units, in the said Building.
13. Not to throw dirt, rubbish or any other refuse or permit the same to be thrown or accumulated in the said Building or the common portion of the said Building, the entire

said Building except in the space for garbage to be provided in the ground floor of the said Building.

14. Not to allow dust, rubbish or litter swept from the said Unit to be left or deposited in any of the passage ways or pathways or thrown in any passage ways or pathways and shall deposit it in a particular place earmarked for that purpose.
15. Not to loiter in the pathways, lobbies or passage ways without proper reasons.
16. Not to store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature, explosive chemicals or which are so heavy as to affect or endanger the structure of the Tower or any portion or any fittings or fixtures thereof including windows doors floors etc. in any manner and also not to keep or store any prohibitory film, or any other such articles, hides or manure or any other articles giving an offensive smell in the said Unit.
17. Not to subdivide the said Unit and/or the parking space(s) as allocated thereof.

18. Not to close any windows or make openings in the walls or through the walls of the said Unit.
19. Not to claim any exclusive right over and in respect of common areas, amenities and facilities of the said Building including Water Storage Tank for the Fire Fighting arrangement.
20. Not to repair / renovate / modify any beam, column or slab supporting the floors of the said Unit without giving notice to Promoter/Maintenance Company/Association as the case may be of the intention so to do giving details of the work intended to be done so that Promoter/Maintenance Company/Association may take such precautions as they may be advised for the protection of the ceilings thereof and provided such notice is duly and properly given.
21. Not to display or affix any neon-sign or signboard on any outer wall of the Tower or the apartment or the common areas and common parts of the said Building save to the extent and at a place that may be specified from time to time by Promoter/Maintenance Company/Association.
22. Not to claim any partition or sub-division of the land and/or common areas, facilities and amenities and not to partition the apartments by metes and bounds.
23. Not to do or cause or permit to be done any act, deed or thing which may render void or voidable any insurance of any unit in or any part of the said Building or cause any increased premium to be payable in respect thereof.
24. Not to do or suffer to be done anything to in or about the said Unit or the Tower or in the staircase and/or the common passages which may be against the rules or regulations of any existing laws of any concerned authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority or change/alter or make addition in or to the Tower in which the said Unit is situated and the said Unit itself or any part thereof.
25. Not to refuse or neglect to carry out any work directed to be executed in the said Building or in the said Unit after he/she/they had taken possession thereof, by a

competent authority, or require or hold the Promoter/Maintenance Company liable for execution of such works.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**[COMMON EXPENSES]**

1. The expenses of maintaining, repairing, redecorating etc., of the common areas and facilities of the said Building and common areas of the said Building.
2. The cost of cleaning and lighting the common passage of the said Building so enjoyed or used by the Purchaser in common with the other owners/occupiers as aforesaid.
3. The cost of working and maintenance of water connection, lights, pumps, generator, if any.
4. Monthly maintenance expenses and other services and the common areas, facilities and amenities of the said Building.
5. Municipal and other taxes, impositions, water charges tax, and proportionate share of electricity charges for the common areas of the said Building.
6. Running expenses of Diesel Generating sets/Pump set.
7. Such other expenses as are necessary or incidental to the maintenance and upkeep of the entire said Building.
8. Maintenance of internal roads, passages etc.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

**Grid Connected Roof Top Solar Power Plant Installations**

**Installation as per guidelines:** The Vendor/Promoter has installed an Elevated Grid Connected Solar Power Plant at roof top of the Project in accordance with the provisions of MNRE Notification dated 02<sup>nd</sup> September 2016, WBERC Notification dated 22<sup>nd</sup> March

2013 and WBREDA notification dated 5<sup>th</sup> June 2012 for providing power for certain common facilities at the sole discretion of the Promoter at the Said Project (Said Solar Power Plant). The capacity of the Said Solar Power Plant shall be as per the sole discretion of the Promoter..

**Costs of installation:** Costs of installation of the Said Solar Power Plant has been borne and incurred by the Vendor/Promoter either directly itself or through the Association subject to the term that the subsidy, if any, sanctioned and paid by the Central or State Government either to the Vendor/Promoter or the Association, the Vendor/Promoter shall solely and exclusively be entitled to be paid the same.

**Net Metering:** Energy consumed, and energy produced will be monitored by way of 2-way electricmeters. The CESC (Power Distribution Company) will provide net-off up to 90% consumption from such 2-way electric meters with net metering billing mechanism.

**Power Purchase Agreement:** A Power Purchase Agreement will be entered into between the Association or the Vendor/Promoter representing the Association of the One Part and the CESC (Power Distribution Company) of the Other Part, for the above purpose and in this regard, the Vendor/Promoter shall have irrevocable authority on behalf of the Association as also all the Transferees of Apartments at the complex including the Purchaser herein.

**Amendments in guidelines:** Presently, the power sharing arrangement is up to 90% of the units consumed through CESC as stated above. This may however be varied and/or changed from time to time due to any act, amendment or notification by the MNRE and/or WBREDA and/or WBERC Guidelines or other State or Central Government Authorities and/or Departments.

**Maintenance of the Said Solar Power Plant:** The Vendor/Promoter shall initially look after and manage the maintenance and operation of the Said Solar Power Plant on the Roof Top of the Said Project and the same as common facilities of the Project for a period of 2(two) years from the date of completion of the said Project and subsequently, the Association on its formation shall look after the maintenance, management and operation thereof as a common facility. The Promoter shall never be in any manner whatsoever be

held liable or responsible for the maintenance, safety and security of the Said Power Plant after its installation and handing over of the same to the Facility Manager/Association.

**Documentation of the Said Solar Power Plant:** The Vendor/Promoter would furnish to the Association the details of the Agreement and/or Arrangement with the CESC (Power Distribution Vendor/Promoter) with regard to the operation of solar panels and also the Power Sharing Arrangement/Understanding and the same at the time of handing over of the charge of maintenance of the Said Solar Power Plant to the Association.

**IN WITNESS WHEREOF** the Vendor/Promoter and the Purchaser above named have put their respective hands and seals the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED** by the  
**Vendor/Promoter & Purchaser** above named at  
Kolkata in the presence of:

1.

2.

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(Signature of the Vendor/Promoter)



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**(Signature of the Allottee/Transferee)**

**RECEIVED** on and from the within named Purchaser the within mentioned amount towards payment of consideration in full as per Memo hereunder written ..... **Rs.**  
.....**Only.**

**MEMO OF CONSIDERATION**


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**(Signature of the Vendor/Promoter)**

**Witness:**

**1.**

**2.**