

**ALLOTMENT LETTER**

To, **Applicant Name**  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date :

**Sub: Allotment of Flat No. \_\_, \_\_ Floor, at NAV VINAYAK, 39A Chakraberia Road (South), Kolkata - 700025**

Dear Sir,

We are delighted to inform you that you have been provisionally allotted Apartment No. \_\_ having total carpet area approximately \_\_\_\_ **including balcony therein**, built up area approximately \_\_\_\_ and **saleable area** approximately \_\_\_\_, on the \_\_ Floor ("Building") along with \_\_\_\_ car parking space as permissible under the applicable law and of pro rata share in the common areas (hereinafter referred to as the "Apartment") in our project namely, "**NAV VINAYAK**" at **39A Chakraberia Road (South), Kolkata-700025**. The Agreed Consideration for the said Flat and Car Parking space is **Rs. \_\_\_\_/-** (Rupees \_\_\_\_\_ Only ) + **GST /- + All Extra Charges+ GST On Extra Charges** and payable as per the attached Payment Plan, to be paid by you before possession. The above provisional allotment of the Unit in your favour, is subject to the terms and conditions of the Application Form submitted by you and the standard Agreement for Sale to be entered into with you hereafter including the timely payment of total payable amount as per the Payment Plan.

It may be noted that in addition to the Total Price mentioned hereinabove you shall be further liable to pay the required Stamp Duty and Registration Charges as may be assessed by the Registering Authorities at the time of registration of the Agreement for Sale and the Deed of Conveyance. It may further be noted that failure and/or neglect on your part to register the Agreement for Sale within 30 days of being called upon to do so, shall tantamount to a breach of the understanding and your allotment shall be liable to be cancelled and/or terminated. In the event of such cancellation and/or termination of the allotment, all amounts paid by you save

and except the applicable taxes, shall be refunded to you and on and from such date of cancellation, you shall cease to have any right and/or claim over the Said Apartment.

On your signing of the Agreement for Sale, the Application Form, Agreement for Sale and Allotment Letter would be read together.

This is for your information and record.

You are kindly requested to accept this provisional allotment by signing on the office copy of the allotment letter.

Thanking you,  
Yours faithfully

For Usha Griha Nirman Pvt. Ltd.

I/We have understood the terms and conditions of the provisional allotment and accept the provisional allotment and hereby accept the same.

\_\_\_\_\_  
Allottee

Name:

Date:

## **AGREEMENT FOR SALE**

**This Agreement for Sale (“Agreement”)** executed on this ..... day of September, 2018

### **BETWEEN**

**M/S NAVARATAN SUPPLIERS PVT. LTD.** [PAN : AAECN0466C], a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 22, Rabindra Sarani, 1<sup>st</sup> Floor, NS-6, Police Station : Hare Street, Post Office : Chittaranjan Avenue, Kolkata – 700073, represented by its Constituted Attorney **Raj Kumar Agarwal**, [PAN : ACYPA1911G, Aadhar No. 5509 2027 6050] son of Late Shyam Sundar Agarwal, residing at 30/1, Ramlal Dutta Road, Bhadrakali, Post Office : Bhadrakali, Police Station : Uttarpara, Hoogly, Pin –712232, hereinafter referred to as the “**Owner**”, (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors-in interest and permitted assigns);

### **AND**

**USHA GRIHA NIRMAN PVT. LTD.** [PAN : AAACU6879J], a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, 4<sup>th</sup> Floor, Room No. 401, Kolkata – 700071, Post Office : Park Street, Police Station : Shakespere Sarani, represented by its authorized signatory **Sri Raj Kumar Agarwal**, [PAN : ACYPA1911G, Aadhar No. 5509 2027 6050] son of Late Shyam Sundar Agarwal, residing at 30/1, Ramlal Dutta Road, Bhadrakali, Post Office : Bhadrakali, Police Station :

Uttarpara, Hoogly, Pin –712232, duly authorized to represent the Company, hereinafter referred to as the “**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).

**AND**

**MR.** ..... (Aadhar No. ....) wife of ....., aged about ..... years, residing at ....., Pin : ..... P.O. ...., P.S. ...., (PAN .....). hereinafter jointly called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, their executors, administrators, successors-in-interest and permitted assigns).

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

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- a) “Act” means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017);
- b) “appropriate Government” means the State Government;
- c) “Rules” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- d) “Regulations” means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- e) “section” means a section of the Act.

**WHEREAS:**

- A. The Owner is the absolute and lawful owner of the property more fully described in the **Part-I of the SCHEDULE A** hereto, which was purchased by Owner from time to time in the name of several companies (the “PROJECT LAND”) as per the particulars of title of the PROJECT LAND more fully described in the **Part II of SCHEDULE A** hereto.
- B. The Owner and the Promoter have entered into a joint development agreement dated 6<sup>TH</sup> July, 2017, registered at the office of the Additional Registrar of Assurance I, and recorded therein in Book No.I, Volume No.1901-2017, Pages 145453 to 145517, Being No. 190104454 for the year 2017, The Project Land is for the purpose of building a housing project known as ‘**Nav Vinayak**’ comprising of

residential apartments and also other spaces and Project Common Areas to be constructed thereat. ("Project");

- C. The Promoter caused a plan prepared by its architects for construction of several buildings in several blocks and got the said plan sanctioned (the "Said Plan") and, inter alia, took up construction and development of the Project with provisions for amenities and facilities to be used in common by the occupants of the Project in due course, details of which are given in **SCHEDULE D** hereunder written ("**COMMON AMENITIES AND FACILITIES**"). The Allottee further accepts that the mutual agreement by and between the Parties that although the Building Common Portions and the Project Common Portions are described in Schedule D below, the said descriptions are only indicative and are not intended to bind the Promoter in any manner. The Promoter shall, in the absolute discretion of the Promoter, be entitled to modify or improvise upon the Common Amenities and Facilities and the Allottee hereby accepts the same and records his consent to such alteration / modification / improvisation and undertakes that he shall not raise any objection in this regard and/or have any claim, financial or otherwise, against the Promoter for such modification or improvisation.
- D. 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 Project Land on which the Project is to be constructed have been completed;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the **Project** and also for the apartment or buildings thereon, as the case may be from Kolkata Municipal Corporation vide building Permit No. 2017080077 dated 22.12.2017. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with laws as applicable;
- F. The Allottee has applied for an apartment in the Project vide application **No. ....** dated ....., 2018 and has been allotted Apartment No. .... having total **carpet area** approximately ..... **sq ft**, built up area approximately ..... **sq ft** and **Super Built Up area** approximately ..... **sq ft**, on the .....<sup>nd</sup> **floor in Block No..... (Part .....**) ("Building") along with **One** ..... **Car** parking space as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") (hereinafter referred to as the "Apartment") more particularly described in **Schedule B** and the floor plan of the apartment is annexed hereto and marked as **ANNEXURE - A**;
- G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- I. Pursuant to such application the Promoter has agreed to allot the said apartment in favour of the Allottee on the terms and conditions mentioned herein. It is hereby agreed that the application form shall be deemed to be a part of this Agreement;
- J. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. The Allottee has been made aware and has unconditionally agreed that the occupants of Apartments in the Project shall have complete and unhindered access to the Common Areas of the Project and shall be entitled to enjoy all the Common Amenities and Facilities of the Project,
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered/open parking (if any) as specified in para G.
- N. The allottees of the apartments of each of the buildings within the Project shall enjoy in common with other allottees, the common areas and facilities of the Project together with all easements, rights and appurtenances belonging thereto.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:

1. **TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G.
- 1.2 The Total Price for the Apartment based on the **Carpet Area** is **Rs. ..../- (Rupees ..... only) ("Total Price")**.

Cost of Flat	
Parking Space	
Consideration for the Apartment	
<b>Extras :</b>	

Electrical Charges @ Rs. 100/- per sq foot	
Legal and Documentation Charges	Rs. 30,000/-
Generator Charges @ Rs. 100/- per Sqft.	
Advance Maintenance Charges (one year's maintenance)@ Rs. 30 per sq ft	
Interest Free Maintenance Deposit@ Rs. 30/- per sq foot	
Municipal Deposit	
Individual Electric Meter Deposit	
Labour Cess	
<b>GST Amount</b>	
Total price (in rupees)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax, and Cess) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, tire detection and firefighting equipment in the common areas, maintenance charges as per para11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment Plot] and the Project.
- 1.3 The Developer states that with effect from 1st July, 2017, the Service Tax regime has been replaced by the Goods & Service Tax (GST) regime and GST as applicable on consideration and on all extras as payable. The Allottee agrees to pay such GST as applicable.
- 1.4 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay. Due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project, the same shall not be charged from the Allottee.
- 1.5 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan").
- 1.6 It is agreed that the Promoter may carry out any additions and alterations in the sanctioned plans, layout plans and the amenities and facilities as described herein at **Schedule 'D'** in accordance to applicable laws and the Allottee hereby records its consent to the same .
- 1.7 The Allottee (s) agree (s) that he/they is/are aware that the Promoter is developing the Project Land.
- 1.8 The rights of the Allottee is limited to ownership of the Said Apartment and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The Project Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoter (without affecting the rights of the Allottee, prejudicially) to accommodate its future plans regarding the Said Project Land and the Allottee hereby accepts the same and



shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional **consent** and approval to such change in Project Common Areas.

- 1.10 The Allottee shall only have User Rights in the Project Common Areas to the extent required for beneficial use and enjoyment of the Said Apartment and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Area.
- 1.11 It is mutually agreed between the Parties that the measurement of the Said Apartment as mentioned in this Agreement shall remain the same however the internal dimensions of the said apartment may vary as per physical construction however at no point of time shall the carpet area of the apartment be increased or decreased by the Promoter. The Allottee hereby accepts the above and gives its consent to such increase or decrease and shall not raise any objection with regard thereto.
- 1.12 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment;
  - (ii) The Allottee shall also have undivided proportionate share in the land underneath the Building. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority for the Project:
  - (iii) The Allottee has the right to visit the project site to assess the extent of development of the Project and his Apartment, as the case may be however with prior intimation and permission from the Promoter.
- 1.13 It is made clear by the Promoter and the Allottee agrees that the Apartment along with **One** ..... **Car** parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a ....  
part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.14 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings.

- 1.15 The Allottee has paid a sum of Rs. ....../- (Rupees Fifty Thousand only) along with applicable GST as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest calculated at the rate per annum specified under HIRA Rules at present being SBI Prime Lending Rate Plus Two Percent per annum, computed from the date the payment became due till the date of actual payment.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan in Schedule C through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **USHA GRIHA NIRMAN AND NAVARATAN SUPPLIERS ESCROW ACCOUNT** payable at Kolkata.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations Agreement. Any refund, transfer of security, if provided in terms of the in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and

comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed and towards handing over the Apartment to the Allottee. The Project Common Areas shall be handed over to the association of the allottees only on completion of the entire Project. The Allottee shall have user right on Common Area of the Project.

6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications as mentioned in the Schedules appended herein and as represented by the Promoter. The Promoter shall develop the Project thereof in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under applicable laws.

7. **POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment within 31<sup>st</sup> March, 2021 plus 6 months grace period unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). It shall not be obligatory for the Promoter to complete the Common Amenities and Facilities in all respects before giving the Possession Notice to the Allottee and the Said Apartment shall be deemed to have been

completed in all respect if the same is made fit for habitation as per the Specifications. The Promoter makes it clear that the common facilities/ installations and amenities may be made ready in phases and non completion of the whole project or all common amenities/facilities/installations shall not be an excuse of the Allottee to claim that the said Apartment is not completed and ready for delivery of possession. If however, the completion of the Apartment is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the **Project** due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 60 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** – The Promoter, shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges and other charges (if any) as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the Building. The Promoter shall hand over the occupancy certificate of the apartment to the Allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges and other charges (if any) as specified in para 7.2. In such an event it shall be deemed that the Allottee has taken possession on and from the date as mentioned in the Possession Notice. (Date Of Possession). From the Date Of Possession, the Alottee shall become liable to pay all outgoings (such as Common Expenses/Maintenance Charges and

Rates & Taxes), irrespective of whether the Allottee takes physical possession of the Said Apartment. In case the deeming provision comes into force, the Allottee confirms that the Allottee shall not claim to be in physical possession of the Said Apartment and the same shall be received by the Allottee only upon clearing all dues and performing all obligations.

- 7.4 **Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee** — The Allottee shall have the right to cancel/ withdraw his allotment in the Project. Provided that where the allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit 10% of the Total Price of the apartment towards cancellation fee. The balance amount of money (if any) paid by the Allottee shall be returned by the Promoter to the Allottee within 60 days of such cancellation.
- 7.6 **Compensation** — The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time, being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules equivalent to the Prime Lending Rate of State Bank of India plus 2 % including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules equivalent to the Prime Lending Rate of State Bank of India plus 2 % for every month of delay, till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land; the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land and/or the Project:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land/Project or the Apartment;

It is also made known to the Allottee that the Promoter has taken a loan from bank(s)/financial institution(s) against security of the Said Land and the construction having already been made and/or being made. The Promoter shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertake that the Promoter shall cause the said bank(s)/financial institution(s) to release the Apartment from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the Apartment in favour of the Allottee and the Allottee will get the title of the Apartment free from all encumbrances.

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project Land and Apartments are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the **Project Land**, , Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the **Project Land or any part thereof**, including the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution, of the Conveyance Deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees at the completion of entire project ;
- (x) The Said Apartment is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Apartment;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate of the Project has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be.
- (xii) No notice from the Government or any other local, body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the project land) has been received by or served upon the Promoter in respect of the Said Land and/or the Project Land.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1
  - (ii) Discontinuance of the Promoter's business as a developer.
- 9.2 In case of Default by Promoter under the conditions listed above Allottee is entitled to the following:
- (i) The Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest: or
  - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee towards the purchase of the apartment, along with interest at the agreed rate within 60 days of receiving the termination notice. Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid,

by the Promoter, interest at the agreed rate for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments within 15 days of demand raised as per the Payment Plan annexed hereto, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the calculated rate per annum specified under HIRA Rules at present being SBI Prime Lending Rate Plus Two Percent per annum, from the date of default till actual payment is made;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting 10% of the Total Price and the interest liabilities and this Agreement shall thereupon stand terminated. Provided, that the Promoter shall intimate the Allottee about, such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with right to use the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/ PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees upon formation in accordance to applicable laws. This is a condition precedent that the Allottee shall pay the maintenance charges on and from the date of possession, as and when called upon by the Promoter till formation of the Association failing which the Promoter shall not be held liable for non maintenance of such amenities and facilities.



**12. COMMON AREAS/AMENITIES AND FACILITIES:**

The Common Areas/Amenities/Facilities of the Project shall be handed over to the Association upon formation of such association by the Promoter (the "Association").

The Allottee will be required to complete the formalities of becoming a member of the Association and also to comply with the Rules and Bye-laws of the Association.

The Promoter shall at an appropriate time within a maximum period of 6 months from the Date of Completion Certificate of entire Project notify the detailed scheme of formation of the Association to the Allottee (as also to all other allottees of other apartments) in accordance with the West Bengal Apartment Ownership Act, 1972, so as to enable them to constitute/form such Association.

**13. Interim Maintenance Period:** During the interim maintenance period between obtaining of the completion certificate of the Project and formation and operationalization of the Association the Promoter shall through itself or through a Facility Manager Company run, operate, manage and maintain the Common Areas/Amenities and Facilities.

The Promoter/ Facility Manager Company shall be responsible for the maintenance and operation of the Common Areas /Amenities and Facilities and will be required to provide manpower for maintaining the Common Areas /Amenities and Facilities, wherever required, and to collect maintenance charges and also guest charges and the user charges for the utilities being provided on "pay by use" basis ,if any.

The maintenance and management of Common Areas /Amenities and Facilities by the Committee will primarily include but not limited to maintenance of water works, common Electrical installations, DG Sets (if any), Landscaping, Driveways, Parking areas, Lobbies, and Lifts & staircases etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during the Interim Maintenance Period, may be framed by the Promoter with such restrictions as may be necessary for proper maintenance.

After the Common Areas /Amenities and Facilities of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

**14. DEFECT LIABILITY:**

It is agreed that in case any structural defect or defect in workmanship, relating to such development is brought to the notice of the Promoter within a period of 1 (one) year by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 60 (sixty) days. However, normal wear and tear caused due to usage shall not be deemed to be a defect in workmanship of the Promoter. Further, the Promoter shall not be liable for any defect in the fittings and fixtures installed in the Apartment as per the specifications.

**15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter /maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/ covered parking and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**16. USAGE:**

The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire lighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**17. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 17.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put-any sign-board, name-plate, neon light, publicity material or advertisement

material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

19. **ADDITIONAL CONSTRUCTIONS:**

The undertaking of the Allottee to the Promoter that notwithstanding anything contained in this Agreement, the Allottee has no objection and shall under no circumstances have any objection to the Promoter (1) integrating/adding (notionally or actually) other parcels of land and/or adjacent/other lands and premises (collectively **Other Promoter Properties**) to the Project Land and for this purpose, demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads (2) extending, modifying and realigning the extent, area, layout and location of the Said Building/Said Project including the Project Common Portions, (3) modifying the Sanctioned Plans, as may be necessary in this regard, (4) granting all forms of unfettered and perpetual proportionate right of ownership and use over the Building Common Portions and the Project Common Portions and (5) granting all rights of user and easements over the Project Common Portions comprised in the Project to the intending allottees or owners of the Other Developer Properties (collectively **Owners of Other Promoter Properties**). It is clearly understood by the Allottee that the Allottee shall not have any right to erect any wall/boundary wall in the Said Project and/or the Other Promoter Properties.

The Allottee hereby accepts and gives his consent to such integration and/or addition and/or extension and/or modification and/or realignment and no further permission and/or consent is required to be obtained by the Promoter from the Allottee.

The Allottee further undertakes that in consideration of the Promoter agreeing to sell the Said Flat And Appurtenances to the Allottee, the Allottee has accepted the above

conditions and has granted and shall be deemed to have granted to the Owners, the Promoter, Owners of Other Promoter Properties and all successors-in-interest/title unfettered and perpetual easements over, under and above all Building Common Portions and Project Common Portions comprised in the Said Project including roads, passages and all open spaces in the Said Project, with right to connect the same to new roads and passages comprised in the Other Promoter Properties integrated/added to the Said Project.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan 30 (thirty) days from the date of receipt by the Alliance and secondly, appears for registration of the same before the concerned **Sub-Registrar (specify the address of the Sub-Registrar)** as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, as the case may be.

**22. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the applicable laws as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project, the same shall be the proportion which the **saleable** area of the Apartment bears to the total **saleable** of all the Apartments in the Project.

27. **SEVERABILITY :**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable laws as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27.1 **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and

actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory, at the Promoter's Office.

**29. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Allottee	:	.....
Address	:	.....
Promoter	:	M/s Usha Griha Nirman Pvt. Ltd.
Address	:	4/1, Middleton Street, 4 <sup>th</sup> Floor, Room No. 401, Kolkata – 700071.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

**31. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the Allottee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such apartment, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through appropriate legal remedy .

**34. OTHER TERMS AND CONDITIONS:****34.1 Extras :**

In addition to the Agreed Consideration as referred to in clause 1 of this Agreement, the Allottee has agreed to pay the following amount to the Promoters (Extras) :

**34.1.1 Advance Maintenance Charges:** A sum equivalent to one year's maintenance charges calculated @ Rs. 30/- per sq foot of saleable area.

**34.1.2 Interest Free Maintenance Deposit:** A sum calculated @ Rs. 30/- per sq foot of saleable area to be kept as a deposit by the Promoter and shall be transferred by the Promoter to the Association at the time of handing over. However the Promoter shall be allowed to adjust any unpaid maintenance charges by the Allottee from such deposit.

**34.1.3 Municipal Deposit:** Municipal Deposits (if any) shall be payable by the Allottee as per actual.

**34.1.4 Individual Electric meter Deposit:** In case WBSEB /any other electricity supply agency decides not to provide individual meters to the allottees/Allottee and make provision for a High Tension supply or Bulk supply, the Promoter shall provide sub-meters to the allottees/Allottee upon payment by them of the proportionate Security Deposit payable to WBSEB / any other electricity supply agency for such connection. The exact amount payable will be intimated to the allottees/Allottee at appropriate time before possession. This Security Deposit would be subject to revision and replenishment as may be so decided by WBSEB / any other electricity supply agency from time to time and the allottees/Allottee shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEB / any other electricity supply agency, as per the norms of WBSEB / any other electricity supply agency. In such a case the allottees/Allottee may be

required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.

**34.1.5 Electrical & Generator Charges:** A sum calculated @ Rs. 100/- per sq foot of saleable area towards Electrical Charges and @ Rs. 100/- per sq foot of saleable area towards Generator Charges.

**34.1.6 Advance Maintenance Charges & Interest Free Deposit:** All the Allottees of the residential apartments of the Project will have to pay advance maintenance charges shall be calculated @ Rs. 30/- per sq ft of saleable area and interest free deposit @ Rs. 30/- per sq ft of saleable area.

**34.1.7 Legal & Documentation Charges, Stamp Duty and Registration Costs:** It shall be the responsibility of the Allottee to get this Agreement registered at the concerned Registration Officer upon payment of Legal Fees, Stamp Duty, Registration Costs and other miscellaneous expenses. The Allottee shall be liable to pay a sum of Rs. 30,000/- (Rupees Fifteen Thousand Only) towards legal and documentation charges/Fees of Legal Advisors, who have drawn this Agreement and shall draw all further documents in connection therewith. The Stamp Duty, Registration Fees and Miscellaneous expenses shall be paid 15 (fifteen) days prior to the date of registration.

**34.2 Default In Payments:**

Failure to pay Maintenance Charges, Electricity Charges, and DG usage Charges, if any, within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 1% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.

**35. PAYMENT OF TOTAL PRICE AND EXTRAS PRIOR TO POSSESSION:**

The Allottee agrees and covenants not to claim any right or possession over and in respect of the Said Apartment till such time the Allottee has paid the entirety of the Total Price and Extras and all other amounts agreed to be paid or deposited under this Agreement and has duly complied with and/or performed all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Allottee in pursuance of this Agreement or otherwise required by law, all of which shall be conditions precedent without which the Promoter shall not be under any obligation to handover possession of the Said Apartment.

**36. COVENANTS:**

**36.1 Allottee's Covenants:**



The Allottee covenants with the Promoter (which expression shall for the purpose of includes the Association, wherever applicable) and admits and accepts that:

**36.1.1 Allottee Aware of and Satisfied with Common Amenities and Facilities and Specifications.**

The Allottee, upon full satisfaction and with complete knowledge of the Common Amenities, Facilities and Specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Project and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Project save and except the Said Apartment.

**36.1.2 Allottee to Mutate and Pay Rates & Taxes:**

The Allottee shall (1) pay all fees and charges and cause mutation in the name of the Allottee in the records of Kolkata Municipal Corporation, within 30 (thirty) days from the date of taking conveyance deed of the Said Apartment (Date Of Conveyance) and (2) pay the Rates & Taxes (proportionately for the Project and wholly for the Said Apartment from the Date Of Possession Notice and until the Said Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Promoter/ Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that the Allottee shall not claim any deduction or abatement in the aforesaid bills.

**36.1.3 Allottee to Pay Maintenance Charge:**

The Allottee shall pay Maintenance Charge on the basis of the bills to be raised by the Promoter or Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charge and (2) the Maintenance Charge shall be subject to variation from time to time, at the sole discretion of the Promoter or Association (upon formation).

**36.1.4 Charge/Lien:**

The Promoter shall have first charge and/or lien over the Said Apartment for all amounts due and payable by the Allottee to the Promoter provided however if the Said Apartment is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution provided all dues payable to the Promoter are cleared by the Allottee and/or such financial institution.

**36.1.5 No Rights of or Obstruction by Allottee:**

All open areas in the Project proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement.

**36.1.6 Variable Nature of Land Share and Share In Common Areas:**

The Allottee fully understands and accepts that (1) the Land Share shall be the proportion which the area of the Said Apartment bears to the total area of all the flats in the Projects, (2) if the area of the Project is recomputed by the Promoter, then and in such event, the Land Share shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein, (3) the Allottee covenants not to demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share, (4) the Land Share and Share in Common Areas are not divisible and partible, and (5) the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

**37. OBLIGATIONS OF ALLOTTEE:**

The Allottee shall:

**37.1 Co-operate in Management and Maintenance:**

Co-operate in the management and maintenance of the Common Areas facilities and amenities by the Promoter/Association (upon formation), as applicable.

**37.2 Observing Rules:**

Observe the rules framed from time to time by the Promoter/Association (upon formation) for the beneficial common enjoyment of the Common Areas, facilities and amenities.

**37.3 Paying Electricity Charges:**

Pay for electricity and other utilities consumed in or relating to the Said Apartment from the Date of Possession.

**37.4 Meter and Cabling:**

Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Apartment owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antenna or pipes from, to or through any part or portion of and outside walls of the building in which the Apartment is located save in the manner indicated by the Promoter/Association (upon formation).

**37.5 Residential Use:**

Use the Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Apartment to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

**37.6 Maintenance of Apartment:**

Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.

**37.7 Use of Common Toilets:**

Ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

**37.8 Use of Spittoons / Dustbins:**

Use the spittoons / dustbins located at various places in the Project.

**37.9 No Alteration:**

Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.

**37.10 No Structural Alteration and Prohibited Installations:**

Not alter, modify or in any manner change the structure or any civil construction in the Said Apartment and the building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof. In the event the Promoter and/or the Association coming to know of any change made by the Allottee then the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Allottee. In the event any change is made by the Allottee after the Date of Conveyance, then also the Promoter and/or the Association shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Allottee. The Allottee shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Allottee.

**37.11 No Air Conditioning Without Permission:**

Not to install any window air-conditioning units anywhere in the Said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Promoter to install air-conditioners only in designated areas as approved by Promoter.

**37.12 No Collapsible Gate:**

Not install any collapsible gate save and except at the designated place and in the specific design as may be permitted by the Site in Charge. All costs for such installation shall be borne by the Allottee.

**37.13 No Grills :**

Not install any grill on the balcony or verandah save and except as may be permitted by the Site in Charge. Costs of such installation shall be borne by the Allottee.

**37.14 No Sub-Division:**

Not to sub-divide the Said Apartment and the Common Areas, under any circumstances.

**37.15 No Change of Name:**

Not to change/alter/modify the name of the Building from that mentioned in this Agreement.

**37.16 No Nuisance and Disturbance:**

Not to use the Said Apartment or the Common Areas or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

**37.17 No Storage:**

Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

**37.18 No Obstruction to Promoter/Association:**

Not to obstruct the Promoter/ Association (upon formation) in their acts relating to the Common Areas, Amenities and Facilities and not obstruct the Promoter in constructing on other portions of the Building, and/or the Project and selling or granting rights to any person on any part of the Said Building.

**37.19 No Obstruction of Common Areas:**

Not to obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Said Apartment.

**37.20 No Violating Rules:**

Not to violate any of the rules and/or regulations laid down by the Promoter / Association (upon formation) for the use of the Common Amenities and facilities.

**37.21 No Throwing Refuse:**

Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

**37.22 No Injurious Activities:**

Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Parking Space, if any, the Said Building, the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.

**37.23 No Storing Hazardous Articles:**

Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment, the Common Areas, and the Building.

**37.24 No Signage:**

Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the Said Apartment/Said Building save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.

**37.25 No Floor Damage:**

Not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.

**37.26 No Installing Generator:**

Not to install or keep or run any generator in the Said Apartment.

**37.27 No Misuse of Water:**

Not to misuse or permit to be misused the water supply to the Said Apartment.

**37.28 No Damage to Common Portions:**

Not to damage the Common Areas, amenities and facilities in any manner and if such damage is caused by the Allottee or the family members, invitees, servants, agents or employees of the Allottee, the Allottee shall compensate for the same.

**37.29 No Hanging Clothes:**

Not to hang or cause to be hung clothes from the balconies of the Said Apartment. However hanging of clothes shall be permitted so long as the overall decency is maintained.

**37.30 No Smoking in Public Places:**

Not to smoke in public areas of the Project and/or the Building (s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.

**37.31 No Plucking Flowers:**

Not to pluck flowers or stems from the gardens.

**37.32 No Littering:**

Not to throw or allow to be thrown litter in the Common Areas of the Said Building /Project.

**37.33 No Trespassing:**

Not to trespass or allow trespass over lawns and green plants within the Common Areas.

**37.34 No Overloading Lifts:**

Not to overload the passenger lifts and move goods only through the staircase of the Building.

**37.35 No Use of Lifts in Case of Fire:**

Not to use the lifts in case of fire.

**37.36 No Covering of Common Portions:**

Not to cover the Common Areas, fire exits and balconies/terraces (if any) of the Said Apartment.

**37.37 Pay Goods & Service Tax:**

To make payment of applicable Goods & Service Tax that may be payable in respect of all amounts to be paid by the Allottee to the Promoter / Association in terms of this Agreement as also to pay all others taxes payable by the Allottee in terms of this Agreement.

**37.38 Notification regarding Letting/Transfer:**

If the Allottee lets out or transfers the Said Apartment, the Allottee shall immediately notify the Promoter/Association (upon formation) of the tenant's/transferee's address and telephone number.

**37.39 No Right in Other Areas:**

The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project/ Building (s) save and except the Said Apartment and the share in the Common Areas , and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the other portions of the Project.

**37.40 Indemnity:**

The Allottee shall keep the Promoter indemnified of from and against all actions, proceedings, damages, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Promoter and/or the Association (upon formation) relating to the Said Building/ Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Allottee or the servants / agents / licensees / invitees / visitors of the Allottee and/or any breach or non-observance by the Allottee of the Allottee's covenants and/or any of the terms herein contained.

**38. PROMOTER'S COVENANTS:**

The Promoter covenant with the Allottee and admits and accepts that:

**38.1 No Creation of Encumbrance:**

During the subsistence of this Agreement, subject to its right to obtain project loan, above, the Promoter shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the Said Apartment, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.

**38.2 Documentation for Loan:**

The Promoter shall provide to the Allottee all available documents so that the Allottee may get loan from banks and financial institutions, if required by the Allottee.

**39. NOMINATION BY ALLOTTEE WITH CONSENT:**

39.1 The Allottee admits and accepts that before the execution and registration of conveyance deed of the Said Apartment, the Allottee will be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject to the conditions mentioned.

**39.2 Allottee to Make Due Payments:**

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

**39.3 Lock-in Period:**

The Allottee cannot nominate in favour of any third party before the expiry of a period of 12 ( twelve) months from the date of this Agreement.

**39.4 Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

**39.5 Nomination Fees:**

The Allottee shall pay a sum calculated @ Rs. 50/- per sq foot by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the Registration Authorities on the date of nomination and/or the extra registration fees to be paid to the Registration Authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before the nomination.

The Allottee admits and accepts that the Allottee shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

**40. FUTURE CONTINGENCY AND COVENANT OF ALLOTTEE:**

The Allottee agrees that these terms and conditions for sale and transfer of the Said Apartment as contained herein, are made in view of the extant laws, rules and regulations governing such sale and transfer and are subject to changes / variations



as the Promoter may deem appropriate or as may be directed by appropriate authorities or as may be made by the Promoter keeping in mind any extant / proposed laws, rules and regulations. The Allottee agrees to render all cooperation to the Promoter in this regard as and when called upon by the Promoter without any claim demand demur or protest.

**SCHEDULE 'A'**

**PART I**

**PROJECT LAND**

**All That the** piece and parcel of land, hereditament, tenements and messuages over an area of Land ad measuring about 12 Cottahs 8 Chittaks and 10 Square Feet, being Kolkata Municipal Corporation, Premises No.39A, Chakrabere Road South, Mouza : Chakrabere South, Ward : 72, Borough – VIII, Police Station : Bhowanipore, Kolkata – 700025, which is butted and bounded as under :

On the North : Chakraberia Road South

On the South : 39B & 39C, Chakraberia Road

On the East : Passage for 39B, Chakraberia Road & 39/C, Chakraberia Road

On the West :41 & 44 Chakraberia Road and Common Passage

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

**PART II**

**(Devolution of Title)**

- I. Premises No. 39, Chakraberia Road (South) originally formed part of the estate of the heirs of inter alia Sukesh Chowdhury, since deceased, whereby by a Preliminary Decree dated September 12, 1963 passed in Partition and Administration Suit No.1892 of 1956 [Hrishikesh Chowdhury Vs. Rai Bahadur Satish & others] filed in the Hon'ble High Court at Calcutta, shares of the parties in the joint family properties including inter alia Premises No.39, Chakrabere Road (South) were declared and Sukesh Chowdhury, thereby, declared to be entitled to an undivided 1/8<sup>th</sup> [One Eighth] share of the entire subject property of the suit.

- II. In course of such proceedings the commissioner of partition filed a final return in respect of the joint family properties for partition thereof by meets and bounds and such return provided for allotment of the property being Premises No.39, Chakrabere Road (South) exclusively to and / or in favour of Sukesh Chowdhury.
- III. The final return submitted by the Commissioner of Partition was confirmed and the Hon'ble High Court at Calcutta was pleased to ultimately pass a Final Decree in the Partition and Administration Suit aforesaid, on September 19, 1974 in favour of Sukesh Chowdhury, who thereby, became entitled to and / or the owner of Premises No.39, Chakrabere Road South, absolutely and to the exclusion of all others.
- IV. Subsequently an agreement was entered into by and between Sukesh Chowdhury and Homen Mukherjee, the tenant at Premises No. 39, Chakrabere Road South, on May 5, 1975 to the effect that a lease in respect of the area under the occupation of the tenant would be granted to lease, in favour of the Tenant, subject to discharge of the receiver, appointed over the property in the Partition and Administration Suit.
- V. By an Order dated November 20, 1975 passed in the Partition and Administration Suit the Hon'ble High Court at Calcutta, discharged the receiver inter alia from Premises No. 39, Chakrabere Road (South);
- VI. Pursuant to the Agreement aforesaid, between Sukesh Chowdhury and Homen Mukherjee, a Deed of Lease was made and executed on December 16, 1975, registered at the Office of the Registrar of Assurance, Calcutta and recorded therein in Book I, Volume No.289, Pages 15 to 39, Being No.7235 for the year 1975, by Sukesh Chowdhury, on the one hand and (1) Homen Mukherjee [alias Homendra Narayan Mukherjee], (2) Asit Kumar Mondal and (3) Minu Ghosh on the other hand whereby the parties of the second part were inducted as lessee at Premises No.39, Chakrabere Road (South) for a term of 20 years, commencing on and from December 1, 1975.
- VII. Sukesh Chowdhury died intestate on August 28, 1988 survived by his widow Niharbala Chowdhury, two sons, Sukumar and Sajal Chowdhury, and daughter Ira Basu, as his only legal heirs and successors who jointly inherited the estate left behind by Late Sukesh Chowdhury including inter alia Premises No.39, Chakrabere Road (South).

- VIII. Prior to his demise, Sukesh Chowdhury had in the presence of one of his sons, Sajal Chowdhury, agreed to sell, transfer and convey a portion of Premises No.39, Chakrabere Road (South) i.e. the Northern Part thereof consisting inter alia of a two storied building together with the land and appurtenances thereto abutting on Chakrabere Road (South) admeasuring about 5 Cottahs 5 Chittaks and 37 Square Feet, with the additional right of egress and ingress thereto through or by a Common passage or Entrance from the main Road viz Chakrabere Road (South) approximately Four Feet wide located on the Eastern Side of the premises with other ancillary rights subject to the lease but otherwise free from all encumbrances for a Total Consideration of Rs.1,00,000/- [Rupees One Lakh Only] in favour of one Balai Ghosh.
- IX. The said Sukesh Chowdhury, since deceased, could not been able to conclude the deal aforesaid during his lifetime and upon his death, his son Sajal Chowdhury, with the consent of all the other heirs and successors of Late Sukesh Chowdhury, agreed to execute a conveyance in favour of said Balai Ghosh, in furtherance of the Agreement, referred to in the foregoing paragraph.
- X. Two of the lessees as aforesaid (1) Homen Mukherjee alias Homendra Narayan Mukherjee and (2) Asit Kumar Mondal, simultaneously, agreed to relinquish and surrender the leasehold interests, i.e. unexpired portioned of the lease, to the Lessor, Sukesh Chowdhury, since deceased, to his legal heirs.
- XI. In furtherance of the Agreement, as aforesaid, a Deed of Conveyance, was prepared in favour of Minu Ghosh and Balai Ghosh and the other two lessees agreed to join in execution of the conveyance as confirming parties.
- XII. As such a Deed of Conveyance executed on June, 11, 1990, by Niharbala Chowdhury, Sukumar Chowdhury, Sajal Chowdhury and Ira Basu, the heirs and successors of Late Sukesh Chowdhury, as Vendors of one part and Balai Ghosh, and Minu Ghosh [ alias Minakshi Ghosh] as purchasers of the other part and Homen Mukherjee alias Homendra Narayan Mukherjee and Asit Kumar Mondal as confirming parties, whereby land measuring about 5 Cottahs 5 Chittaks and 37 Square Feet was sold, transferred and conveyed to and / or in favour of Minu Ghosh [ alias Minakshi Ghosh] and Balai Ghosh and the said Deed of Conveyance, was Registered at the office of the Registrar of Assurance, Calcutta and recorded therein in Book No.I, Volume No.252, Pages 66 to 85, Being No.8409 for the year 1990.

- XIII. The aforesaid property was subsequently allotted a separate Municipal Holding Number by the corporation authorities and numbered as Premises No.39A, Chakrabere Road South.
- XIV. Balai Ghosh died intestate on January 10, 2008 leaving behind surviving him his son Tapan Kumar Ghosh, since Bani Ghosh his wife predeceased earlier, as his only legal heir and successor who thus acquired and / or inherited the undivided moiety [ or one half] share of his deceased father in the aforesaid property.
- XV. By a registered Deed of Conveyance dated August 16, 2012 [ registered at the office of the Additional District Sub Registrar, Alipore, South 24 Parganas in Book No.I, Volume No.30, Pages 2588 to 2615, Being No.06753, for the year 2012], Tapan Kumar Ghosh and Minu Ghosh [ alias Minakshi Ghosh] sold, transferred and conveyed their respective undivided moiety shares of the land measuring about 5 Cottahs 5 Chittaks and 37 Square Feet to and / or in favour of the **OWNER herein** in lieu of a lawful, valid consideration mentioned therein.
- XVI. The **OWNER HEREIN** thus absolutely and solely seized and possessed of the aforesaid property, free from all encumbrances and has clear and marketable title over and in respect thereof.
- XVII. Premises No. 42, Chakrabere Road South, comprising of a partly two and partly three storied brick built meassage, tenements or dwelling house, together with the piece or parcel of revenue redeemed land ad measuring about 7 Cottahs 3 Chittaks and 22 Square Feet originally constituted a part of the estate of Late Girindra Nath Bose.
- XVIII. Girindra Nath Bose died intestate on April 30, 1936 leaving behind surviving him his widow, Ramola Bose and two sons, namely Sudhir Kumar Bose and Sushil Kumar Bose, as his only legal heirs and successors, each one whom, acquired and / or inherited a one third undivided share each in the estate including Premises No.42, Chakrabere Road South.
- XIX. Ramola Bose, the widow of Girindra Nath Bose, died intestate on March 28, 1944 and was survived by her two sons, Sudhir Kumar Bose and Sushil Kumar Bose, as her only legal heirs and successors, thus both of whom jointly became absolute owners of Premises No.42, Chakrabere Road South.
- XX. Said Sudhir Kumar Bose died intestate on July 21, 1945 leaving behind surviving him his widow, Uma Bose and one daughter, as his only legal heir and successor and

thereby they jointly became owners of the Share of property, belonging to said Sudhir Kumar Bose.

- XXI. Sometime in the year 1956 Uma Bose instituted a suit in the Court of the Learned 4<sup>th</sup> Sub ordinate Judge at Alipore, in the District of 24 Parganas [ which was numbered as Title Suit No.41 of 1956] against Sushil Kumar Bose, inter alia for Partition, Accounts and other incidental reliefs.
- XXII. On June 7, 1960 a Preliminary Decree was passed in the aforesaid suit, but Pending adjudication of the said suit the parties namely Uma Bose and Sushil Kumar Bose agreed to have Premises No. 42, Chakrabere Road South, amicably partitioned amongst themselves out of Court and in furtherance of such agreement got a Map or Plan, of the said Premises prepared and got the premises valued, divided and partitioned into three Lots, 'Lot A', 'Lot B', Lot 'C'.
- XXIII. By an indenture of Partition dated July 7, 1961, registered and recorded at the Office of the then Registrar of Calcutta, in Book No. I, Volume No.90, Pages 127 to 144, Being No.3233, for the year 1961, made by and between Uma Bose and Sushil Kumar Bose, wherein Premises No.42, Chakrabere Road South, was partitioned as follows:
- I. 'Lot A' of the Map or Plan annexed to the Deed was allotted to Uma Bose;
  - II. 'Lot B' of the Map or Plan annexed to the Deed was allotted to Sushil Kumar Bose;
  - III. 'Lot C' of the Map or Plan annexed to the Deed was agreed to be treated as the Common Passage to be used and enjoyed by both parties jointly.
- XXIV. The portion which was specifically divided, demarcated and allotted to Sushil Kumar Bose by dint of the indenture aforesaid [i.e. Lot B] was subsequently mutated and assessed by the Calcutta Municipal Corporation and renumbered as 42A, Chakrabere Road South, whereas the portion specifically divided, demarcated and allotted to Uma Bose [i.e. Lot A] was mutated and assessed by the Calcutta Municipal Corporation and renumbered as 42B, Chakrabere Road South.
- XXV. Said Sushil Kumar Bose died intestate on April 13, 1963 leaving behind surviving him his widow, Gita Bose and four sons namely Sukumar Basu alias Sukumar Bose, Sunil Kumar Bose alias Sunil Basu, Gautam Basu alias Goutam Bose and Sanjay Basu alias Sanjay Bose as his only legal heirs and successors who inherited and / or acquired and equal undivided one fifth share each in Premises No.42A, Chakrabere Road South having all that ground floor storied brick built messuage tenement or dwelling house together with the piece and parcel of revenue redeemed land or ground

thereunto belonging whereon or on part whereof the same is erected and built containing area admeasuring about 3 (Three) Cottahs 12 (Twelve) Chittaks and 42 (Forty Two) Square Feet, a little more or less together with a brick built building standing thereon or on a part thereof together with the right in and over the common passage admeasuring about 1 Chittak and 3 Square Feet and marked as 'Lot C' in the Indenture dated July 7, 1961.

- XXVI. Gita Bose, the widow of Sushil kumar Bose, died intestate leaving behind surviving her four sons namely Sukumar Basu alias Sukumar Bose, Sunil Kumar Bose alias Sunil Basu, Gautam Basu alias Goutam Bose and Sanjay Basu alias Sanjay Bose as her only legal heirs and successors who equally acquired the undivided one fifth share in the 'Lot B' property left behind by their mother and as such, became entitled to an equal one fourth share each therein.
- XXVII. By a registered Deed of Conveyance dated September 21, 2015 [ duly registered at the office of the Additional District Sub Registrar, Alipore in Book No.I, Volume No.1605-2015, Pages 75306 to 75346, Being No.160506540 for the Year 2015] the above named co owners namely Sukumar Basu alias Sukumar Bose, Sunil Kumar Bose alias Sunil Basu, Gautam Basu alias Goutam Bose and Sanjay Basu alias Sanjay Bose sold, transferred and conveyed the 'Lot B' property, being 3 (Three) Cottahs 12 (Twelve) Chittaks and 42 (Forty Two) Square Feet, to the **OWNER HEREIN** for lawful and valid consideration to the tune of Rs. 1,60,00,000/- [ Rupees One Crore Sixty lakhs Only], free from all encumbrances.
- XXVIII. The **OWNER HEREIN** is thus absolutely and solely seized and possessed of the 'Lot B' property of the Indenture of Partition, free from all encumbrances, and has clear and marketable title over and in respect thereof.
- XXIX. Meanwhile Uma Bose died intestate leaving behind surviving Leena Ghosh as her sole heiress and successor who, as such, inherited and / or acquired all that piece and parcel of land and hereditaments being Premises No. 42B, Chakrabere Road South, containing an area of land ad measuring about 3 Cottahs 5 Chittaks 21 Square Feet be the same a little more or less together with a partly two and partly three storied brick built building situated and lying thereon or on a part or portion thereof together with the right in and over the common passage ad measuring about 1 Chittak and 3 Square Feet and marked as 'Lot C' in the Indenture dated July 7, 1961.
- XXX. By a registered indenture dated August 26, 1996 [ duly registered at the office of the Additional Registrar of Assurances – I, in Book No.I, Volume No.116, Pages 383 to 392, Being No. 4191 for the year 1996] the said Leena Ghosh sold, transferred and

conveyed the 'Lot A' property unto and infavour of Uttamram Jagjivandas Damwala, Darshan Kumar Damwala and Gita U. Damwala for lawful and valid consideration.

- XXXI. By a further registered Conveyance dated October 31, 2002 [ duly registered at the Office of the Additional District Sub Registrar, Alipore in Book No. I, Volume No.2, Pages 4572 to 4603, Being No.00557 for the year 2013] the said Uttamram Jagjivandas Damwala, Darshan Kumar Damwala and Gita U. Damwala sold, transferred and conveyed the 'Lot A', property of the Indenture of Partition unto and infavour of one Dharendra Kumar Doshi for lawful and valid consideration.
- XXXII. By a registered Deed of Conveyance dated May12, 2016 [ duly registered at the Office of the Additional District Sub Registrar, Alipore in Book No. I, Volume No.1605-2016, Pages 90522 to 90550, Being No.160503349 for the year 2016] the said Dharendra Kumar Doshi sold, transferred and conveyed, free from all encumbrances, an area of land ad measuring about 3 Cottahs 5 Chittaks 21 Square Feet, property unto and in favour of the **OWNER HEREIN** mentioned for a valid and lawful consideration.
- XXXIII. The **OWNER HEREIN** is thus absolutely and solely seized and possessed of the Schedule C property, free from all encumbrances and has clear and marketable title in respect thereof.
- XXXIV. The **OWNER HEREIN** has been enjoying peaceful, uninterrupted, vacant and khas possession of each of the entire properties viz. Lot A, Lot B, Lot C, of the Indenture of Partition, registered and recorded at the Office of the then Registrar of Calcutta, in Book No. I, Volume No.90, Pages 127 to 144, Being No.3233, for the year 1961 solely and to the exclusion of all others.
- XXXV. The **OWNER HEREIN** has since, upon making an application to such effect and upon payment of requisite fees to the Kolkata Municipal Corporation, had the aforesaid three schedule properties amalgamated into one single municipal holding which has been numbered as Premises No.39A, Chakrabere Road South and which compromises inter alia all that piece and parcel of land, hereditament, tenements and messuages over an area of Land ad measuring about 12 Cottahs 8 Chittaks and 10 Square Feet be the same a little more or less, which is morefully described in the **FIRST SCHEDULE 'Said land'** hereunder.

#### SCHEDULE 'B'

**DESCRIPTION OF THE APARTMENT AND THE GARAGE/ COVERED PARKING/OPEN PARKING (IF APPLICABLE)**

ALL THAT the apartment being Flat No. .... having, ..... sq ft Carpet area approximately, on the ...<sup>nd</sup> floor in Block No. .. (Part.....) ("Building") as earmarked in the Plan annexed hereto duly bordered thereon in red, in the Building named Nav Vinayak at KMC Premises No. 39A, Chakrabere Road South, Kolkata – 700025, within the jurisdiction of Kolkata Municipal Corporation, under Police Station : Bhowanipore, TOGETHER WITH ..... space thereat, TOGETHER WITH the proportionate undivided indivisible impartible share or interest in the land comprised beneath the building thereat and appurtenant thereto.

**SCHEDULE 'C'**

**PAYMENT PLAN**

The Total Price shall be paid by the Allottee in the following manner:

<b>Particulars</b>	<b>Flat + Parking + All Extra Charges + G.S.T</b>
Booking Amount	Rs. 5,00,000/-
Within 30 Days of Booking / On Agreement	10% ( Less booking amount)
Within 30 Days of Agreement	10%
On Completion of Piling	10%
On Completion of Ground Floor Roof Casting	10%
On Completion of 2 <sup>nd</sup> Floor Roof	10%



Casting	
On Completion of 4 <sup>th</sup> Floor Roof Casting	10%
On Completion of 5th Floor Roof Casting	10%
On Completion of Brickwork of Flat Booked	10%
On Completion of Flooring of Flat Booked	10%
On Possession / Registration whichever is earlier	Entire Remaining Balance Amount

**SCHEDULE 'D'**

**BUILDING COMMON AREAS, AMENITIES AND FACILITIES :**

- Water filter plant for Pure Water Supply
- Landscaped Terrace with Tea Hut and Benches
- Abundant Greenery and Plantation
- Generator Backup
- 24 X 7 Security services
- CCTV Camera and Intercom Facility
- Decorative Ground Floor Lobby

- Automatic Lift

**SCHEDULE 'E'**  
**SPECIFICATIONS OF THE APARTMENT**

<b>SUPER STRUCTURE</b>	RCC Framed structure with monolithic concrete
<b>LIFT LOBBY</b>	Marble / Granite
<b>LIFT FASCIA</b>	Marble / Granite
<b>SANITARY WARE</b>	Chromium Plated fittings  White Color Good Quality Porcelain Fixtures
<b>KITCHEN FLOOR</b>	Anti Skid Ceramic Tiles  Counter Top – Granite with Steel Sink  Dado – Ceramic Tiles upto 2 feet from counter top
<b>TOILETS</b>	Floor – Anti Skid ceramic tiles  Dado – Ceramic Tiles upto Ceiling Height
<b>WINDOWS</b>	Anodized Powder coated Aluminium Frame with Fully Glazed Shutters

<b>DOORS</b>	Main Door – Solid Flush Door  Internal Door – solid Flush Door
<b>ELECTRICALS</b>	Concealed Copper Wiring, Modular switches, MCB, TV Socket, Geyser Point. AC point in all bedrooms, dining room, living room. Light and fan points
<b>EXTERIOR WALL</b>	Weather Proof Texture Finish
<b>INTERIOR WALL</b>	Putty Finish
<b>FLOORING(LIVING,DINING AND ALL BEDROOMS)</b>	Living & Dining – Imported / Italian Marble  All Bedrooms – Laminate Flooring
<b>LIFT</b>	Automatic lift of KONE, OTIS or Similar make

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

<b>SIGNED SEALED AND DELIVERED by</b> the withinnamed <b>OWNER</b> in the presence of:	
--	--

<p><b>SIGNED SEALED AND DELIVERED by the</b> withinnamed <b>PROMOTER</b> in the presence of:</p>	
<p><b>SIGNED SEALED AND DELIVERED by the</b> withinnamed <b>ALLOTTEE</b> in the presence of:</p>	

**MEMO OF CONSIDERATION**

**RECEIVED** vide Cheque No. ...., dated ..... drawn on ..... Bank, Munger Branch, from the Allottee the within mentioned sum of Rs. ..../- (Rupees ..... only) along with applicable GST paid as Booking

Rs. ..../-



## DEED OF CONVEYANCE

**THIS INDENTURE (“Indenture”)** executed on this ..... day of ....., Two Thousand and Twenty Three Only (2023);

### BETWEEN

**M/S NAVARATAN SUPPLIERS PVT. LTD.** [PAN : AAECN0466C], a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 22, Rabindra Sarani, 1<sup>st</sup> Floor, NS-6, Police Station : Hare Street, Post Office : Chittaranjan Avenue, Kolkata – 700073, represented by its Constituted Attorney **Raj Kumar Agarwal**, [PAN : ACYPA1911G, Aadhar No. 5509 2027 6050] son of Late Shyam Sundar Agarwal, residing at 30/1, Ramlal Dutta Road, Bhadrakali, Post Office : Bhadrakali, Police Station : Uttarpara, Hoogly, Pin –712232 duly authorized to enter into this Agreement vide Registered Power of Attorney dated 14<sup>th</sup> December, 2016, hereinafter referred to as the “**OWNER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners for the time being and such other person or persons who may be admitted as the partners thereof from time to time and their respective heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART**;

### AND

**USHA GRIHA NIRMAN PVT. LTD.** [PAN : AAACU6879J], a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4/1, Middleton Street, 4<sup>th</sup> Floor, Room No. 401, Kolkata – 700071, Post Office : Park Street, Police Station : Shakespere Sarani, represented by its authorized signatory **Sri Raj**

**Kumar Agarwal**, [PAN : ACYPA1911G, Aadhar No. 5509 2027 6050] son of Late Shyam Sundar Agarwal, residing at 30/1, Ramlal Dutta Road, Bhadrakali, Post Office : Bhadrakali, Police Station : Uttarpara, Hoogly, Pin –712232 duly authorized to represent the LLP hereinafter referred to as the “**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 **SECOND PART**

**AND**

Mr./Ms. [■] (Aadhar No. [■]) son / daughter of[■], aged about[■], residing at[■], (PAN [■]) 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, representatives and/or assigns) of the **THIRD PART**:

[OR]

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

The Owner, Promoter and the Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

**WHEREAS:**

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- 1) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017).

- 2) **“Allottee”** means the person to whom an apartment in the Project has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent.
  
- 3) **“Apartment”**, whether called a dwelling unit or flat or premises or suit or tenement or unit or by any other name, means a separate and self-contained part of the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, used or intended to be used for any residential purpose.
  
- 4) **“Association”** shall mean an association of all the allottees of the Project (including the Promoter for such Units not alienated or agreed to be alienated by the Promoter) formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
  
- 5) **“Building”** shall mean the new building constructed or proposed to be constructed by the Promoter in accordance with the Sanctioned Plan and includes such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter in the said Project Land from time to time.



- 6) **“Built-Up Area”** and/or **“Covered Area”** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Apartments, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Apartment.
- 7) **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.
- 8) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Building, the Common Areas including the Project and the Project Land, and also the expenses for Common Purposes of the Allottees and shall be payable proportionately by the Allottee periodically as part of maintenance charges.
- 9) **“Common Purposes”** shall include the purposes of managing and maintaining the Project and the Building, and in particular the Common Areas, rendition of services in common to the Allottees, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees and relating to their mutual rights and

obligations for the beneficial use and enjoyment of their respective Apartments exclusively and the Common Areas in common.

- 10) **“Garage”** shall mean such spaces in the Project that may be sanctioned by the competent authority as a garage or parking space.
- 11) **“Maintenance Agency”** shall mean the Owner for the time being and, upon its formation in terms of rules of the Association, for the Common Purposes.
- 12) **“Common Areas, Amenities & Facilities”** shall mean the common areas, amenities, installations and facilities in the Building and/or the Project or the Project Land, more particularly mentioned in the **THIRD SCHEDULE** hereto.
- 13) **“Project”** shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Promoter in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed and possession of the completed Apartments therein are made over to the respective Allottees.
- 14) **“Project Land”** shall mean the land more particularly mentioned and described in **PART - A** of the **FIRST SCHEDULE** hereunder written.

- 15) **“Proportionate”** with all its cognate variations shall mean the ratio the Carpet Area of any Apartment in the Project may bear to the Carpet Area of all the Apartments in the Project.
- 16) **“Proportionate Undivided Share”** in relation to an Apartment shall mean the proportionate variable undivided indivisible and impartible share in the Project including the Project Land and the Common Areas that is attributable to such Apartment at any point of time.
- 17) **“Allottee”** shall mean and include :
- (a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
  - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
  - (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
  - (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
  - (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.

- (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.
- 18) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- 19) **“Rights on Allottee's Default”** shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Allottee.
- 20) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2017 made under the West Bengal Housing Industry Regulation Act, 2017.
- 21) **“Said Apartment”** shall mean the Said Apartment, the said Garage, (if any), Said Undivided Share and the right of common use of the Common Areas, Amenities and Facilities more particularly mentioned and described in **PART-I** of the **SECOND SCHEDULE** hereunder written.
- 22) **“Said Sale Agreement”** shall mean the Agreement dated ..... made between the Promoter herein, therein also referred to as the Promoter of the Second Part, and the Allottee herein, therein also referred to as the Allottee of the Third Part, whereby the Promoter agreed to sell and the Allottee agreed to purchase the Said Unit at and for the consideration and on the terms and conditions, therein contained.

- 23) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Project Land and the Common Areas attributable to the Said Apartment.
- 24) **“Sanctioned Plans”** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide building Permit No. 2017080077 dated 22.12.2017 for construction of the Buildings on the Project Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so.
- 25) **“Super Built-Up Area”** of an Apartment shall mean the Built-Up Area of such Apartment and the Proportionate Undivided Share attributable to such Apartment.
- 26) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- 27) **“Singular”** number shall include the **“Plural”** and vice versa.
- B. The Owners are the sole and absolute owners of the Project Land.
- C. The facts describing the devolution of title of the Owner to the Project Land is more particularly mentioned in the **Part II of the FIRST SCHEDULE** hereto.

- D. By the Said Sale Agreement, the Promoter agreed to sell and the Allottee agreed to purchase **ALL THAT** the Said Apartment at or for the consideration and on the terms and conditions, morefully therein contained.
- E. The Promoter has since caused to be completed construction of the Said Apartment in accordance with the Sanctioned Plans.
- F. The Allottee having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Apartment, has been handed over vacant and peaceful possession of the Said Apartment prior to the date of execution of these presents.
- G. Now at the request of the Allottee, the Promoter has in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.
- H. It is recorded that at or before execution of these presents, the Allottee has by obtaining independent professional services, examined and fully satisfied himself as to the following:
- (a) The title of the Owner and the Promoter to the Project Land and also the Said Apartment;
  - (b) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the Said Apartment;
  - (c) The Sanctioned Plans;

(d) The total Carpet Area, Built-up Area and Super Built-up Area in respect of the Said Apartment;

(e) The specifications of materials used for construction of the Said Apartment and the Buildings;

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

**I. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. .... /- (Rupees ..... only) by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Said Apartment being hereby conveyed), the Promoter doth hereby grant convey sell transfer release assign and assure unto and in favour of the Allottee **ALL THAT** the Said Apartment, more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** the right to use and enjoy the Common Areas, Amenities and Facilities in common with the other allottees of the Project **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter into or upon the Said Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Apartment **TO HAVE AND TO HOLD** the Said Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements hereunder contained and

on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations setforth in the Said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Said Apartment) **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the Said Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Said Apartment wholly and the Project and in particular the Common Areas proportionately.

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

- i) The right, title and interest which the Owners and the Promoter doth hereby profess to transfer subsists and that the Owners and the Promoter 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 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 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 Owner or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared



from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

- iii) The Promoter for the time being, and subsequently the Association, after handing over the charge of maintenance and management of the Project and the Common Areas to the Association by the Promoter, shall from time to time and at all times hereafter upon every 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 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) The Promoter for the time being, and the Association, upon the Promoter handing over all documents of title to the Association, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Project and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

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

1. The Allottee agrees and binds himself that the Allottee shall and will at all times hereafter and during the period of his ownership of the Said Apartment abide by and observe the restrictions set-forth in the **FIFTH SCHEDULE** hereunder written and also those as contained in the Said Sale Agreement.
2. The Allottee has also examined and satisfied himself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the Project and fire safety under the West Bengal Fire Service Act, 1950 and rules made thereunder and also acquainted himself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.
3. As from the date hereof, the Allottee binds himself to regularly and punctually pay the following amounts and outgoings:
  - i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the Said Apartment, directly to the competent authority **Provided That** so long as the Said Apartment is not separately assessed for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance Agency proportionate share of all such rates and taxes assessed on the Project, as the case may be.
  - ii) All other impositions, levies, cess, taxes and outgoings (including Multistoreyed Building Tax, Urban Land Tax, betterment fees,

development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Apartment or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the Project, as the case may be.

- iii) Electricity charges for electricity consumed in or relating to the Said Apartment directly to electricity supplying body or the Maintenance Agency, as the case may be.
- iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said Apartment and demanded from time to time by the Promoter or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter, or the Association upon its formation, after taking into account the common services provided at the Project.

3.1 All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Owner or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Promoter or its nominee leaving

its bill for or demanding the same at the above address of the Allottee and the Allottee shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.

- 3.2 The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the Said Apartment shall be done by the Promoter and the Association upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.
4. The Allottee shall, in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the Said Apartment from the competent authority or other local body, such as Kolkata Municipal Corporation, and the Promoter shall sign necessary papers and declarations as may be required. In case the Allottee fails to have such separation effected, then the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Allottee.
5. The Allottee shall permit the Promoter and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Apartment and every part thereof for the purpose of

repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Apartment and the Allottee shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Promoter or the Association.

6. From the date of execution hereof and till the continuance of its ownership of the Said Apartment, the Allottee shall:
  - i) use the Said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;
  - ii) use the Garage, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles and/or two-wheeler vehicles, as the case may be;
  - iii) not use the roof of the Building for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees;
  - iv) use the Common Areas in common with the other allottees only to the extent required for ingress and to egress from the Said Apartment of men

materials and utilities and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.

7. The Allottee shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees and/or the Promoter, as the case may be.
8. The Allottee shall not make any additions or alterations to the Said Apartment (including internal partition walls, etc.) nor to the Building nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the Said Apartment or the Project and also not to decorate or paint or clad the exterior of the Said Apartment otherwise than in the manner as be agreed to by the Promoter or the Association in writing.
9. The Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time and at all times during his period of ownership of the Said Apartment made in force by the Promoter or the Association (including those contained in the Said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Project and every part thereof and in particular the Common Areas.

**IV. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:**

- a) The properties benefits and rights hereby conveyed unto and in favour of the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division or partition in the Project Land towards its Said Undivided Share appurtenant to the Said Apartment. It is further agreed and clarified that any transfer of the Said Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Allottee shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.
- b) All the units and other constructed areas as well as the other open and covered spaces in the Building or the Project Land, as the case may be, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter, and the Allottee shall not claim any right or share therein.
- c) After the allotment and transfer of all the Apartments in the Building or earlier or within three years from the date of obtaining the completion certificate in respect of the Project, as the case may be, the Association of the allottees shall be formed and the Allottee shall become the member thereof, each allottee having voting rights therein in accordance with the Act and the Rules. The Allottee shall, alongwith the other allottees, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes in accordance with the terms already agreed under the Said Sale Agreement.

- d) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes or until the expiry of three months of a notice in writing given by the Promoter to the Allottee and the other allottees to take charge of the acts relating to the Common Purposes whichever be earlier, the Promoter or its nominees shall manage and maintain the Project and in particular the Common Areas and look after the Common Purposes **subject however** to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.
- e) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association or the other allottees. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association and/or all the other allottees.
- f) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-
- (i) claim interest at the rate per annum as prescribed under HIRA Rules on all the outstanding amounts.



- (ii) to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Apartment.
  - (iii) discontinue supply of water to the Said Apartment.
  - (iv) Disconnect electricity in the Said Apartment.
  - (v) withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.
- g) The bills for maintenance charges / Common Expenses, electricity charges, etc. payable by the Allottee to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the Said Apartment or in the letter box in the ground floor of the Buildings and earmarked for the Said Apartment.
- h) The Project shall together at all times as a housing complex bear the name “**Nav Vinayak**” or such other name as be decided by the Promoter from time to time and none else.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**PART - I**

**(Description of the Project Land)**

**All That the** piece and parcel of land, hereditament, tenements and messuages over an area of Land ad measuring about 12 Cottahs 8 Chittaks and 10 Square Feet, being Kolkata Municipal Corporation, Premises No.39A, Chakrabere Road South, Mouza : Chakrabere South, Ward : 72, Borough – VIII, Police Station : Bhowanipore, Kolkata – 700025, which is butted and bounded as under :

On the North : Chakraberia Road South

On the South : 39B & 39C, Chakraberia Road

On the East : Passage for 39B, Chakraberia Road & 39/C, Chakraberia Road

On the West :41 & 44 Chakraberia Road and Common Passage

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

**PART - II**

**(DEVOLUTION OF TITLE)**

- I. Premises No. 39, Chakraberia Road (South) originally formed part of the estate of the heirs of inter alia Sukesh Chowdhury, since deceased, whereby by a Preliminary Decree dated September 12, 1963 passed in Partition and Administration Suit No.1892 of 1956 [Hrishikesh Chowdhury Vs. Rai Bahadur Satish & others] filed in the Hon'ble High Court at Calcutta, shares of the parties in the joint family properties including inter alia Premises No.39, Chakrabere Road (South) were declared and Sukesh Chowdhury, thereby, declared to be entitled to an undivided 1/8<sup>th</sup> [One Eighth] share of the entire subject property of the suit.
- II. In course of such proceedings the commissioner of partition filed a final return in respect of the joint family properties for partition thereof by meets and bounds and such return provided for allotment of the property being Premises No.39, Chakrabere Road (South) exclusively to and / or in favour of Sukesh Chowdhury.
- III. The final return submitted by the Commissioner of Partition was confirmed and the Hon'ble High Court at Calcutta was pleased to ultimately pass a Final Decree in the Partition and Administration Suit aforesaid, on September 19, 1974 in favour of Sukesh Chowdhury, who thereby, became entitled to and / or the owner of Premises No.39, Chakrabere Road South, absolutely and to the exclusion of all others.
- IV. Subsequently an agreement was entered into by and between Sukesh Chowdhury and Homen Mukherjee, the tenant at Premises No. 39, Chakrabere Road South, on May 5, 1975 to the effect that a lease in respect of the area under the occupation of the tenant would be granted to lease, in favour of the Tenant, subject to discharge of the receiver, appointed over the property in the Partition and Administration Suit.

- V. By an Order dated November 20, 1975 passed in the Partition and Administration Suit the Hon'ble High Court at Calcutta, discharged the receiver inter alia from Premises No. 39, Chakrabere Road (South);
- VI. Pursuant to the Agreement aforesaid, between Sukesh Chowdhury and Homen Mukherjee, a Deed of Lease was made and executed on December 16, 1975, registered at the Office of the Registrar of Assurance, Calcutta and recorded therein in Book I, Volume No.289, Pages 15 to 39, Being No.7235 for the year 1975, by Sukesh Chowdhury, on the one hand and (1) Homen Mukherjee [alias Homendra Narayan Mukherjee], (2) Asit Kumar Mondal and (3) Minu Ghosh on the other hand whereby the parties of the second part were inducted as lessee at Premises No.39, Chakrabere Road (South) for a term of 20 years, commencing on and from December 1, 1975.
- VII. Sukesh Chowdhury died intestate on August 28, 1988 survived by his widow Niharbala Chowdhury, two sons, Sukumar and Sajal Chowdhury, and daughter Ira Basu, as his only legal heirs and successors who jointly inherited the estate left behind by Late Sukesh Chowdhury including inter alia Premises No.39, Chakrabere Road (South).
- VIII. Prior to his demise, Sukesh Chowdhury had in the presence of one of his sons, Sajal Chowdhury, agreed to sell, transfer and convey a portion of Premises No.39, Chakrabere Road (South) i.e. the Northern Part thereof consisting inter alia of a two storied building together with the land and appurtenances thereto abutting on Chakrabere Road (South) admeasuring about 5 Cottahs 5 Chittaks and 37 Square Feet, with the additional right of egress and ingress thereto through or by a Common passage or Entrance from the main Road viz Chakrabere Road (South) approximately Four Feet wide located on the Eastern Side of the premises with other ancillary rights subject to the lease but otherwise free from all encumbrances for a Total Consideration of Rs.1,00,000/- [Rupees One Lakh Only] in favour of one Balai Ghosh.
- IX. The said Sukesh Chowdhury, since deceased, could not been able to conclude the deal aforesaid during his lifetime and upon his death, his son Sajal Chowdhury, with the consent of all the other heirs and successors of Late Sukesh Chowdhury, agreed to execute a conveyance in favour of said Balai Ghosh, in furtherance of the Agreement, referred to in the foregoing paragraph.

- X. Two of the lessees as aforesaid (1) Homen Mukherjee alias Homendra Narayan Mukherjee and (2) Asit Kumar Mondal, simultaneously, agreed to relinquish and surrender the leasehold interests, i.e. unexpired portioned of the lease, to the Lessor, Sukesh Chowdhury, since deceased, to his legal heirs.
- XI. In furtherance of the Agreement, as aforesaid, a Deed of Conveyance, was prepared in favour of Minu Ghosh and Balai Ghosh and the other two lessees agreed to join in execution of the conveyance as confirming parties.
- XII. As such a Deed of Conveyance executed on June, 11, 1990, by Niharbala Chowdhury, Sukumar Chowdhury, Sajal Chowdhury and Ira Basu, the heirs and successors of Late Sukesh Chowdhury, as Vendors of one part and Balai Ghosh, and Minu Ghosh [ alias Minakshi Ghosh] as purchasers of the other part and Homen Mukherjee alias Homendra Narayan Mukherjee and Asit Kumar Mondal as confirming parties, whereby land measuring about 5 Cottahs 5 Chittaks and 37 Square Feet was sold, transferred and conveyed to and / or in favour of Minu Ghosh [ alias Minakshi Ghosh] and Balai Ghosh and the said Deed of Conveyance, was Registered at the office of the Registrar of Assurance, Calcutta and recorded therein in Book No.I, Volume No.252, Pages 66 to 85, Being No.8409 for the year 1990.
- XIII. The aforesaid property was subsequently allotted a separate Municipal Holding Number by the corporation authorities and numbered as Premises No.39A, Chakrabere Road South.
- XIV. Balai Ghosh died intestate on January 10, 2008 leaving behind surviving him his son Tapan Kumar Ghosh, since Bani Ghosh his wife predeceased earlier, as his only legal heir and successor who thus acquired and / or inherited the undivided moiety [ or one half] share of his deceased father in the aforesaid property.
- XV. By a registered Deed of Conveyance dated August 16, 2012 [ registered at the office of the Additional District Sub Registrar, Alipore, South 24 Parganas in Book No.I, Volume No.30, Pages 2588 to 2615, Being No.06753, for the year 2012], Tapan Kumar Ghosh and Minu Ghosh [ alias Minakshi Ghosh] sold, transferred and conveyed their respective undivided moiety shares of the land measuring about 5 Cottahs 5 Chittaks and 37 Square Feet to and / or in favour of the **OWNER herein** in lieu of a lawful, valid consideration mentioned therein.

- XVI. The **OWNER HEREIN** thus absolutely and solely seized and possessed of the aforesaid property, free from all encumbrances and has clear and marketable title over and in respect thereof.
- XVII. Premises No. 42, Chakrabere Road South, comprising of a partly two and partly three storied brick built meassage, tenements or dwelling house, together with the piece or parcel of revenue redeemed land ad measuring about 7 Cottahs 3 Chittaks and 22 Square Feet originally constituted a part of the estate of Late Girindra Nath Bose.
- XVIII. Girindra Nath Bose died intestate on April 30, 1936 leaving behind surviving him his widow, Ramola Bose and two sons, namely Sudhir Kumar Bose and Sushil Kumar Bose, as his only legal heirs and successors, each one whom, acquired and / or inherited a one third undivided share each in the estate including Premises No.42, Chakrabere Road South.
- XIX. Ramola Bose, the widow of Girindra Nath Bose, died intestate on March 28, 1944 and was survived by her two sons, Sudhir Kumar Bose and Sushil Kumar Bose, as her only legal heirs and successors, thus both of whom jointly became absolute owners of Premises No.42, Chakrabere Road South.
- XX. Said Sudhir Kumar Bose died intestate on July 21, 1945 leaving behind surviving him his widow, Uma Bose and one daughter, as his only legal heir and successor and thereby they jointly became owners of the Share of property, belonging to said Sudhir Kumar Bose.
- XXI. Sometime in the year 1956 Uma Bose instituted a suit in the Court of the Learned 4<sup>th</sup> Sub ordinate Judge at Alipore, in the District of 24 Parganas [ which was numbered as Title Suit No.41 of 1956] against Sushil Kumar Bose, inter alia for Partition, Accounts and other incidental reliefs.
- XXII. On June 7, 1960 a Preliminary Decree was passed in the aforesaid suit, but Pending adjudication of the said suit the parties namely Uma Bose and Sushil Kumar Bose agreed to have Premises No. 42, Chakrabere Road South, amicably partitioned amongst themselves out of Court and in furtherance of such agreement got a Map or Plan, of the said Premises prepared and got the premises valued, divided and partitioned into three Lots, 'Lot A', 'Lot B', Lot 'C'.

- XXIII. By an indenture of Partition dated July 7, 1961, registered and recorded at the Office of the then Registrar of Calcutta, in Book No. I, Volume No.90, Pages 127 to 144, Being No.3233, for the year 1961, made by and between Uma Bose and Sushil Kumar Bose, wherein Premises No.42, Chakrabere Road South, was partitioned as follows:
- I. 'Lot A' of the Map or Plan annexed to the Deed was allotted to Uma Bose;
  - II. 'Lot B' of the Map or Plan annexed to the Deed was allotted to Sushil Kumar Bose;
  - III. 'Lot C' of the Map or Plan annexed to the Deed was agreed to be treated as the Common Passage to be used and enjoyed by both parties jointly.
- XXIV. The portion which was specifically divided, demarcated and allotted to Sushil Kumar Bose by dint of the indenture aforesaid [i.e. Lot B] was subsequently mutated and assessed by the Calcutta Municipal Corporation and renumbered as 42A, Chakrabere Road South, whereas the portion specifically divided, demarcated and allotted to Uma Bose [i.e. Lot A] was mutated and assessed by the Calcutta Municipal Corporation and renumbered as 42B, Chakrabere Road South.
- XXV. Said Sushil Kumar Bose died intestate on April 13, 1963 leaving behind surviving him his widow, Gita Bose and four sons namely Sukumar Basu alias Sukumar Bose, Sunil Kumar Bose alias Sunil Basu, Gautam Basu alias Goutam Bose and Sanjay Basu alias Sanjay Bose as his only legal heirs and successors who inherited and / or acquired and equal undivided one fifth share each in Premises No.42A, Chakrabere Road South having all that ground floor storied brick built messuage tenement or dwelling house together with the piece and parcel of revenue redeemed land or ground thereunto belonging whereon or on part whereof the same is erected and built containing area admeasuring about 3 (Three) Cottahs 12 (Twelve) Chittaks and 42 (Forty Two) Square Feet, a little more or less together with a brick built building standing thereon or on a part thereof together with the right in and over the common passage admeasuring about 1 Chittak and 3 Square Feet and marked as 'Lot C' in the Indenture dated July 7, 1961.
- XXVI. Gita Bose, the widow of Sushil kumar Bose, died intestate leaving behind surviving her four sons namely Sukumar Basu alias Sukumar Bose, Sunil Kumar Bose alias Sunil Basu, Gautam Basu alias Goutam Bose and Sanjay Basu alias Sanjay Bose as her only legal heirs and successors who equally acquired the undivided one fifth share in the 'Lot B' property left behind by their mother and as such, became entitled to an equal one fourth share each therein.

- XXVII. By a registered Deed of Conveyance dated September 21, 2015 [ duly registered at the office of the Additional District Sub Registrar, Alipore in Book No.I, Volume No.1605-2015, Pages 75306 to 75346, Being No.160506540 for the Year 2015] the above named co owners namely Sukumar Basu alias Sukumar Bose, Sunil Kumar Bose alias Sunil Basu, Gautam Basu alias Goutam Bose and Sanjay Basu alias Sanjay Bose sold, transferred and conveyed the 'Lot B' property, being 3 (Three) Cottahs 12 (Twelve) Chittaks and 42 (Forty Two) Square Feet, to the **OWNER HEREIN** for lawful and valid consideration to the tune of Rs. 1,60,00,000/- [ Rupees One Crore Sixty lakhs Only], free from all encumbrances.
- XXVIII. The **OWNER HEREIN** is thus absolutely and solely seized and possessed of the 'Lot B' property of the Indenture of Partition, free from all encumbrances, and has clear and marketable title over and in respect thereof.
- XXIX. Meanwhile Uma Bose died intestate leaving behind surviving Leena Ghosh as her sole heiress and successor who, as such, inherited and / or acquired all that piece and parcel of land and hereditaments being Premises No. 42B, Chakrabere Road South, containing an area of land ad measuring about 3 Cottahs 5 Chittaks 21 Square Feet be the same a little more or less together with a partly two and partly three storied brick built building situated and lying thereon or on a part or portion thereof together with the right in and over the common passage ad measuring about 1 Chittak and 3 Square Feet and marked as 'Lot C' in the Indenture dated July 7, 1961.
- XXX. By a registered indenture dated August 26, 1996 [ duly registered at the office of the Additional Registrar of Assurances – I, in Book No.I, Volume No.116, Pages 383 to 392, Being No. 4191 for the year 1996] the said Leena Ghosh sold, transferred and conveyed the 'Lot A' property unto and infavour of Uttamram Jagjivandas Damwala, Darshan Kumar Damwala and Gita U. Damwala for lawful and valid consideration.
- XXXI. By a further registered Conveyance dated October 31, 2002 [ duly registered at the Office of the Additional District Sub Registrar, Alipore in Book No. I, Volume No.2, Pages 4572 to 4603, Being No.00557 for the year 2013] the said Uttamram Jagjivandas Damwala, Darshan Kumar Damwala and Gita U. Damwala sold, transferred and conveyed the 'Lot A', property of the Indenture of Partition unto and infavour of one Dharendra Kumar Doshi for lawful and valid consideration.

- XXXII. By a registered Deed of Conveyance dated May12, 2016 [ duly registered at the Office of the Additional District Sub Registrar, Alipore in Book No. I, Volume No.1605-2016, Pages 90522 to 90550, Being No.160503349 for the year 2016] the said Dharendra Kumar Doshi sold, transferred and conveyed, free from all encumbrances, an area of land ad measuring about 3 Cottahs 5 Chittaks 21 Square Feet, property unto and in favour of the **OWNER HEREIN** mentioned for a valid and lawful consideration.
- XXXIII. The **OWNER HEREIN** is thus absolutely and solely seized and possessed of the Schedule C property, free from all encumbrances and has clear and marketable title in respect thereof.
- XXXIV. The **OWNER HEREIN** has been enjoying peaceful, uninterrupted, vacant and khas possession of each of the entire properties viz. Lot A, Lot B, Lot C, of the Indenture of Partition, registered and recorded at the Office of the then Registrar of Calcutta, in Book No. I, Volume No.90, Pages 127 to 144, Being No.3233, for the year 1961 solely and to the exclusion of all others.
- XXXV. The **OWNER HEREIN** has since, upon making an application to such effect and upon payment of requisite fees to the Kolkata Municipal Corporation, had the aforesaid three schedule properties amalgamated into one single municipal holding which has been numbered as Premises No.39A, Chakrabere Road South and which compromises inter alia all that piece and parcel of land, hereditament, tenements and messuages over an area of Land ad measuring about 12 Cottahs 8 Chittaks and 10 Square Feet be the same a little more or less, which is morefully described in the **FIRST SCHEDULE 'Said land'** hereunder.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART - I**

**(SAID APARTMENT)**

**DESCRIPTION OF THE APARTMENT**

**ALL THAT** the apartment being Flat No. \_\_ having Carpet Area of \_\_ square feet, on the \_\_ floor in building \_\_\_\_ ("Building") in the Building named **Nav Vinayak** at KMC Premises No. 39A, Chakrabere Road South, Kolkata – 700025, within the jurisdiction of Kolkata Municipal Corporation, under Police Station : Bhowanipore **TOGETHER WITH**



\_\_\_\_ car parking space thereat, TOGETHER WITH the proportionate undivided indivisible impartible share or interest in the Common Areas of the said Project butted and bounded as follows. A layout plan of the said Apartment is annexed herewith.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(COMMON AREAS, AMENITIES AND FACILITIES)**

**(Common Areas divided proportionately amongst the Apartment Holders)**

**A. BUILDING COMMON AREAS, AMENITIES AND FACILITIES :**

1.

**5. Others:**

Other Common Portions and installations and/or equipment as are provided or may be provided in future in the Said Project for common use and enjoyment of all Flat owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables, and wires in under or upon the Said Building/s and enjoyed or used by the flat-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/s and enjoyed by the flat-owners in common as aforesaid and the boundary walls of the said

Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the flat-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised In the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Club or the air-conditioned hall etc.) and also the costs of repairing, renovating and replacing the same including the costs/charges incurred/to be incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.
3. **STAFF :** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus, other emoluments, benefits etc.
4. **TAXES :** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises (save those assessed separately in respect of any Apartment).
5. **INSURANCE :** Insurance premium, if Incurred for insurance of the said Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **COMMON SECURITY:** Expense for providing Security for the said Building/Said Premises by such Nos. of Security Personals as may be deem fit and proper by

Owner or Owners Association on its formation.

8. **AMC:** AMC cost of all installations of the faculties/amenities installed in common areas or within the said Premises including Lift, Generator, Fire Fighting System, CCTV, Intercom, etc.
9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance in-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(Restrictions imposed on the Allottee).**

1. The Allottee agrees undertakes and covenants to:
  - a) comply with and observe the Rules, Regulations and bye-laws relating to the Act including such rules and regulations as may be framed by the Owner /Maintenance Agency / Association from time to time;
  - b) permit the Owner, Maintenance Agency and Association and their respective men agents and workmen to enter into the Said Apartment for the Common Purposes of the Project;
  - c) deposit the amounts for various purposes as may be required by the Owner / Maintenance Agency or the Association;
  - d) use the Project Common Areas without causing any hindrance or obstruction to other Allottees of the Project and/or occupants of the Buildings;
  - e) keep the Said Apartment and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the

Buildings and/or in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments /parts of the Buildings;

- f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the Said Apartment or the Project Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- g) use and enjoy the Project Common Areas only to the extent required for ingress to and egress from the Said Apartment of men materials and utilities;
- h) sign and deliver to the Promoter all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the Said Apartment from the service provider in the name of the Allottee and until the same is obtained, the Owner may provide or cause to be provided reasonable quantum of electricity to be drawn by the Allottee at his cost upon installation of electricity sub-meter in or for the Said Apartment and the Allottee shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Promoter;
- i) bear and pay the Common Expenses and other outgoings in respect of the Project proportionately, and the Said Apartment wholly;
- j) pay municipal corporation taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Said Project proportionately, and the said Apartment wholly, and to pay proportionate share of such rates and taxes payable in

respect of the said Apartment until the same is assessed separately by the municipal corporation;

- k) pay monthly common area maintenance charges for the maintenance of the Buildings, open areas, common areas, paths, passages as a whole, at such rate as may be quantified by the Promoter at the appropriate time;
- l) pay for gas, generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Apartment;
- m) allow the other Apartment Owners the right of easements and/or quasi-easements;
- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- o) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes;
- p) not to use the Said Apartment or permit the same to be used for any purpose other than a private dwelling place of families;
- q) not to do or suffer any thing to be done in or about for the Said Apartment which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the Said Apartment or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- r) not to demolish or cause to be demolished the Said Apartment or any part thereof at any time or any part of the said Buildings or the fittings and fixtures thereof;

- s) not to make in the Said Apartment any structural alterations of a permanent nature except with the prior approval in writing of the Promoter and/or the municipal corporation and all other concerned or statutory authorities;
- t) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the Said Apartment;
- u) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the Said Apartment or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Buildings;
- v) not to put any nameplate or letter box or neon-sign or board in the Phase Common Areas or the Project Common Areas or on the outside wall of the Buildings save at the place as be approved or provided by the Promoter Provided However that nothing contained herein shall prevent the Allottee from putting a decent nameplate on the outer face of the main door of the Said Apartment;
- w) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the Said Apartment or any portion thereof;
- x) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Buildings, save at places specified / fixed and in a manner as indicated by the Promoter;
- y) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Apartment or any part of the Buildings or the Project or may cause any increase in the premium payable in respect thereof;

- z) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter /Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- aa) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Buildings;
- bb) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;
- cc) not to claim any right over and/or in respect of any open land at the Project or in any other open or covered areas of the Buildings and the Project reserved or intended to be reserved by the Promoter and/or the Promoter for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Promoter thereat or on any part thereof;
- dd) not to claim partition or sub-division of the land comprised in the Said Project or underneath the Buildings and/or the Project Common Areas, as the case may be, towards the Said Undivided Share attributable to the Said Apartment or any part thereof nor to do any act or deed, whereby the rights of the Promoter and/or the rights of the Allottee of other Apartments in the Buildings is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Buildings;
- ee) not to partition the Said Apartment by metes and bounds;

- ff) not to shift or obstruct any windows or lights in the Said Apartment or the Buildings;
- gg) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Said Apartment without the prior consent in writing of the Promoter and/or the Association;
- hh) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Allottee, if any, mentioned in the **SECOND SCHEDULE** hereto; and
- ii) not to let out or part with possession of the Said Garage, if so agreed to be acquired by the Allottee hereunder, independent of the Said Apartment and to use the same only for the purpose of parking of a medium size motor car or two-wheeler, as the case may be.
- jj) not to let out the Said Apartment or any part thereof without obtaining prior written permission of the Promoter and making payment of all sums or amounts then due and payable by the Allottee in respect of the Said Apartment.
- kk) not to park any car or two-wheeler in the Project Land if the Allottee has not been allotted any Garage therein, and to park only one car or two-wheeler in one Garage and not more than one, even if there be space for more than one in the Garage.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Rights on Allottee's Default)**



- a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Allottee to the Promoter or the Association upon its formation, interest shall be payable by the Allottee at the agreed rate of \_\_% (\_\_\_) percent per annum from the due date till the date of payment.
- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Allottee to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Apartment continuing for more than 2 months, then the Promoter and/or the Association upon its formation shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Allottee does not comply with the said notice to the satisfaction of the Promoter and the Association, as the case may be, then the Promoter and/or the Association, as the case may be, and the Allottee shall in addition be liable to pay to the Promoter and/or the Association, compensation and/or damages that may be quantified by the Promoter / Association.

**IN WITNESS WHEREOF** the parties hereto have hereunto put their respective hands the day month and year first above written.

**SIGNED AND DELIVERED** by the  
**OWNERS** at **Kolkata** in the presence of:

**SIGNED AND DELIVERED** by the  
**PROMOTER** at **Kolkata** in the presence  
of:

**SIGNED AND DELIVERED** by the  
**ALLOTTEE** at **Kolkata** in the presence of:

**MEMO OF CONSIDERATION:**

**RECEIVED** THE WITHIN SUM from the within mentioned Allottee, in respect of Apartment, as mentioned in the Second Schedule of this Deed, which are as follows :

<b>Serial No.</b>	<b>Date</b>	<b>Bank</b>	<b>Cheque Nos.</b>	<b>GST</b>	<b>Amount</b>
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**Total Price (Rupees ..... only)**

**WITNESSES:**

