

Swarnamani Sale Deed Unit Sale Full-HIRA Format

SALE DEED

THIS INDENTURE made this ____ day of _____, ____.

BY AND BETWEEN

MANI SQUARE LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at No.164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata-700054 (having Income Tax Permanent Account No.AABCR3668M), represented by _____, hereinafter referred to as "the **PROMOTER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns), of the **ONE PART**

AND

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

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

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Promoter is the absolute owner of **All That** the Municipal Premises No.163B Manicktala Main Road, Kolkata (formed on amalgamation of the erstwhile Premises No.33A Canal Circular Road and erstwhile Premises No.163B Manicktala Main Road) containing an area of 18 Bighas 15 Cottahs 3 Chittacks 33 sft. more or less, described in the **FIRST SCHEDULE** hereunder written **SAVE** such undivided shares / parts therein as have already been conveyed in favour of various allottees.

Devolution of title of the Promoter to the said Premises is set out in the **FIFTH SCHEDULE** hereunder written.
- C. The Promoter has completed the construction of the **Block-____** of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and the Kolkata Municipal Corporation has issued completion certificate vide _____ dated _____.
- D. By an Agreement for Sale dated _____ and **registered** with the _____ in _____, the Promoter agreed to sell and transfer to the Allottee **All That** the **said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- E. The construction of the said Apartment is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on _____.
- F. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.

- G. The Allottee has now requested the Promoter to convey the said Apartment in favour of the Allottee.
- H. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Promoter to the said Premises;
 - (ii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
 - (iii) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
 - (iv) The total area comprised in the said Apartment / Unit.
 - (v) The Completion Certificate.
 - (vi) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. _____ (Rupees _____) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge), the Promoter doth hereby grant sell convey transfer release assign and assure unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

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

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

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

1. The Allottee so as to bind himself to the Promoter and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.
2. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**
 - 2.1 The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.
 - 2.2 It is agreed and clarified that the Association of Allottees has already been formed and the same is now in charge of the Common Areas and Installations and the Promoter shall not be held liable therefor in any manner whatsoever.
3. The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of The Kolkata Municipal Corporation.
4. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter fully indemnified with regard thereto;
5. The Project / Housing Complex shall bear the name "**Swarnamani**" unless changed by the Promoter from time to time at its absolute discretion.

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :

WITNESSES TO ALL THE ABOVE:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

THE FIRST SCHEDULE ABOVE REFERRED TO:
(said Premises)

ALL THAT the Municipal premises No.163B Manicktala Main Road (formed on amalgamation of the erstwhile Premises No.33A Canal Circular Road and erstwhile Premises No.163B Manicktala Main Road), P.S. Manicktala, Kolkata 700054 containing a land area of 18 Bighas 15 Cottahs 3 Chittacks 33 sft. more or less, inclusive of a water body and/or a tank therein having an area of 4 Cottahs 28 sft. (equivalent to 270.16 Sq.mt.) under Sub-Registration office Sealdah in the District of South 24 Parganas in Ward No. 032 of the Kolkata Municipal Corporation and shown marked within "____" borders on the **First plan** hereto annexed and butted and bounded as follows:

- On the **North** : Partly by Purbasha Housing Complex and partly by the land with building belonging to West Bengal Housing Board
- On the **South** : Partly each by Premises Nos. 157A, 157 Manicktala Main Road, and partly by Manicktala Main Road and partly by a Private Passage and partly by premises No. 163A and 163D Manicktala Main Road, Kolkata (which is also owned by the Promoter) and partly by a Private Passage
- On the **East** : Partly by Premises No. 159 Manicktala Main Road, partly by E.M. Bypass
- On the **West** : Partly each by Purbasha Housing Complex and West Bengal Housing Board

THE SECOND SCHEDULE ABOVE REFERRED TO:

(UNIT)

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

WITH Exclusive Right to use the Open Private Terrace/s attached to the said Flat containing an area of ____ sft., and shown in the **Plan** annexed hereto, duly bordered thereon in "____".

- «Ground_covered_carparking_clause»
- «Basement_Carparking_clause»
- «MLCP»
- «open_carparking_clause»

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Areas and Installations)

- (a) Land underneath each block / building to be common to respective allottees thereof.
- (b) Entrance and exit gates of the said Premises.
- (c) Properly Landscaped Paths passages and driveways in the said Premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its exclusive use.
- (d) Double height Entrance Lobby for each of the Block(s).

- (e) Reserved space in the open compound for parking of 6 (six) motor cars for visitors to the flat holders and the Residents' Club.
- (f) Reserved space in the open compound for parking of 2 (two) motor cars for visiting Doctor/s.
- (g) All staircases of the Blocks / Buildings at the Project / Housing Complex (excluding those within duplexes/ connected flats).
- (h) Ultimate roof(s) of the blocks with decorations and beautification.
- (i) Residents' Club "Auerlia" with following facilities;

Name of Facility	Location/ Block Name
Club Reception	Ground floor of Aldina Block
Gymnasium	Ground floor of Aldina Block
Lounge	Ground floor of Aldina Block
Yoga room	First floor of Aldina Block
Massage Room	First floor of Aldina Block
Acupressure Chakra room	First floor of Aldina Block
Pantry	First floor of Aldina Block
Changing room with steam and sauna of male and female separately	First floor of Aldina Block
Entrance foyer and lobby	Ground floor of Cristana and Block and Oriana Block
Children play area (indoor)	First floor of Oriana Block
Card/ games room	First floor of Oriana Block
Association office	First floor of Oriana Block
Library/ Reading room	First floor of Oriana Block
Pantry	First floor of Oriana Block
Audio-visual room	First floor of Oriana Block
Kids play area (outdoor)	Podium level of Oriana Block
Green lawn	Podium level
Triple height seating area	Cristana Block
Swimming pool with Chawtal and kids pool	Podium level
Chess court	Podium level
Banquet Hall	Podium and ground level
Wooden deck	Podium level
Squash Court	Basement level
Together with the first to third floor of Xana Block housing common facilities for all the five towers	

- (k) Landscaped Garden at the ground level and at the podium level of the said Premises.
- (k) For each Block, there will be 2 (two) passenger lifts and one Goods/ stretcher lift along with lift shafts and the lobby in front of it on typical floors and Lift machine room.
- (l) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- (m) Effective Fire fighting system designed to detect and fight fire.
- (n) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
- (o) Latest high capacity ion removal plant for supply of safe ion free water.
- (p) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different flats.
- (q) Underground water reservoir with a pull-on pump installed thereat.
- (r) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Project / Housing Complex and from there to the municipal drain.
- (s) Security Room for darwan / security guards in the ground floor of the Blocks; Fire Control room at the entrance floor of the Blocks with communication system to all floors and facilities for receiving the message from different floors.
- (t) Common toilets in the Ground Floor.
- (u) Fire pump Room.

- (v) Garbage Chute evacuating in the Garbage Room.
- (w) Requisite arrangement of Intercom/ EPABX with connections to each individual flat from the reception in the ground floor.
- (x) Boundary Walls.
- (y) The outdoor gaming facility will include a Volleyball Court, Badminton Court and netted cricket pitch.
- (z) A decorated and water-scaped waterbody on the North east and south western corner of the premises;
- (aa) Driver's waiting room in the ground floor.
- (bb) Resident's Banquet with a dedicated kitchen and pre-function area.
- (cc) Entire first floor of Block Xana and Zarina spared for community use for the occupiers of Oriana, Christina, Aldina, Zarina and Xana.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)**

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

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

The said Premises was formed consequent to amalgamation of the erstwhile Premises No.33A Canal Circular Road and erstwhile Premises No.163B Manicktala Main Road, both of which were owned by the Promoter.

Devolution of Title to both the said erstwhile Premises No.33A Canal Circular Road and the said erstwhile Premises No.163B Manicktala Main Road are set out in **Part-I and Part-II of this Schedule** hereinbelow:

PART-I
(Devolution of Title pertaining to the
erstwhile premises No.33A Canal Circular Road)

_____ SET OUT _____

PART-II
(Devolution of Title pertaining to the
erstwhile premises No.163B Manicktala Main Road)

_____ SET OUT _____

RECEIPT AND MEMO OF CONSIDERATION

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

MEMO OF CONSIDERATION:

Annexure "A"

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

- (i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- (ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- (iii) **REGULATIONS** shall means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- (iv) **SECTION** shall means a section of the Act.
- (v) **PREMISES / SAID PREMISES** shall mean the Municipal Premises No.163B Manicktala Main Road, Kolkata (formed on amalgamation of the erstwhile Premises No.33A Canal Circular Road and erstwhile Premises No.163B Manicktala Main Road) containing an area of 18 Bighas 15 Cottahs 3 Chittacks 33 sft. more or less, morefully and particularly mentioned and described in **the FIRST SCHEDULE** hereunder written.
- (vi) **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the residential building complex named "**Swarnamani**" for the time being consisting of **5 (five)** buildings / blocks namely **(i) ALDINA tower, (ii) CRISTANA tower, (iii) ORIANA tower, (iv) ZARINA tower** and **(v) XANA tower** (containing flats / apartments / units and other constructed areas) and 1 (one) Multi-Level Car Park (MLCP) Block (containing car parking spaces and other constructed areas), constructed and completed and/or to be constructed and completed by the Promoter at the said Premises.
- (vii) **ALLOTTEES** according to the context shall mean the persons who for the time being, own any Unit in the Project / Housing Complex or have agreed to purchase the same and have taken possession thereof (including the Promoter for those units and other constructed spaces not alienated by the Promoter and/or reserved and/or retained by the Promoter for its own exclusive use).
- (viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the Project / Housing Complex / Premises mentioned and specified in the **THIRD SCHEDULE** hereunder written and expressed by the Promoter for common use and enjoyment of the Allottees of the Project / Housing Complex;

It is clarified that the Common Areas and Installations shall not include the car parking spaces (including MLCP Block), roofs / terraces / balconies at different floor levels attached to any particular flat or flats as dealt with herein, exclusive greens / gardens attached to certain number of flats on the first floor level as dealt with herein, and other open and covered spaces at the Premises and the Project / Housing Complex which the Promoter may from time to time express or intend not to be so included in the common areas and installations, and the Promoter shall in its absolute right deal therewith to which the Allottee hereby consents;

It is further clarified that the development of the said Premises having been undertaken by the Developer in Phases under different plans, not all of the Common Areas and Installations may be available for use till such time the development of the entire Project / Housing Complex is completed, and only thereafter shall all the Common Areas and Installations shall be available for use, which fact the Allottee is aware of and hereby acknowledge.

- (ix) **COMMON EXPENSES** shall mean and include all expenses for the maintenance management upkeep and administration of the premises and the Project / Housing Complex and in particular the Common Areas and Installations and rendition of common services in common to the allottees and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** hereunder written) to be borne paid contributed and shared by the Allottees.
- (x) **COMMON PURPOSES** shall mean and include the purposes of managing maintaining and upkeeping the Project / Housing Complex and the premises and in particular the Common Areas and Installations rendition of common services in common to the allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- (xi) **UNITS** shall mean the independent and self-contained flats and/or units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Project / Housing Complex at the said Premises and wherever the context so permits or intends shall include *interalia* the Car Parking Space/s and/or roof/s and/or terrace/s / sky balcony and/or exclusive gardens / greens, if any, attached to the respective flat(s) and also the proportionate undivided share in the Common Areas And Installations (including proportionate undivided share in the Land underneath the concerned Block), attributable thereto.
- (xii) **PARKING SPACES** shall mean covered car parking spaces in or portions of the Basement and the Ground Floor of the Buildings / Blocks in the Project / Housing Complex/ said Premises and also the open car parking spaces in the open compound of the Project / Housing Complex / said Premises and also the Multi-Level Car Park (MLCP) Block at a portion of the said Premises as also in the Mechanical Car Park at the Project / Housing Complex / said Premises as expressed or intended by the Promoter at their sole discretion for parking of motor cars.
- (xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment.
- (xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit (including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit). **It is clarified that** in calculating the built up area of any unit, the area of the concerned Flat and the 50% area of the Sky Balcony attached thereto, if any, shall be taken into consideration.
- (xv) **PROPORTIONATE OR PROPORTIONATELY** according to the subject or context shall mean the following:
- a) where it refers to the share of the Allottee in the Land underneath the Block in which the Flat agreed to be purchased by the Allottee is situated, the same shall mean the proportion in which the built up area of the said Unit may bear to the built up area of all the Units in such Block;
 - b) where it refers to the share of the Allottees in the Common Areas and Installations or the Common Expenses and other matters related to Common Purposes, the same shall mean the proportion in which the built up area of the said Unit may bear to the built up area of all the Units in the Project / Housing Complex;

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

- (xvi) **SAID UNIT / APARTMENT** shall mean the Flat No. «Flat_No» on the «floor» floor of the «Block» Block at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **and wherever the context so permits** shall include the triple height Sky Balcony attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations, attributable to the said Flat, **and further wherever the context so permits** shall include the Allottee's said Share in the Land underneath the Block, attributable to the said Flat, **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the car parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Terrace attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Flat if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.
- (xvii) **ASSOCIATION / MAINTENANCE COMPANY** shall mean a company, society, association of persons or any other body that may be formed of the Co-owners for the Common Purposes, having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter.
- (xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- (xix) **PLAN** shall mean and include the following:
- Final Plans** for construction of all of the **Five Blocks** (containing flats / apartments / units and other constructed areas) and 1 (one) Multi-Level Car Park (MLCP) Block (containing car parking spaces and other constructed areas) at the said Premises, details whereof are mentioned below:
- a) Permit No.____ dated ____ for construction of Three Blocks namely (i) ____ (ii) ____ and (iii) ____.
 - b) Permit No.____ dated ____ for construction of Block ____.
 - c) Permit No.____ dated ____ for construction of Block ____.
 - d) Permit No.____ dated ____ for construction of Multi-level Car Parking (MLCP) Block.
- (xx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- (xxi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include

MASCULINE GENDER and NEUTER GENDER; Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

(xxii) The expression **ALLOTTEE** shall be deemed to mean and include:

- (a) In case the Allottee be an individual or a group of persons, then his, her or their respective heirs legal representatives executors and administrators;
- (b) In case the Allottee be a Hindu Undivided Family, then its members / coparceners for the time being and their respective heirs legal representatives executors and administrators;
- (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being and their respective successors heirs legal representatives executors administrators;
- (d) In case the Allottee be a Company, then its successors or successors-in-office;

Annexure "B"

1. As a matter of necessity, the Allottee, in using and enjoying the said Unit and the Common Areas and Installations binds himself and covenants to observe fulfill and perform the rules regulations obligations covenants and restrictions as may be made applicable by the Maintenance In-Charge from time to time for the quiet and peaceful use enjoyment and management of the said premises and in particular the Common Areas and Installations and other common purposes and in particular those mentioned herein:
 - (a) The Allottee shall regularly and punctually pay to the Maintenance In-Charge, with effect from the Deemed Date of Possession / Date of Commencement of Liability, the amounts expenses and outgoings as are mentioned in this agreement including, inter alia, the following:
 - (i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the said Unit directly to The Kolkata Municipal Corporation Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the premises in which the said Flat of the Allottee is situated;
 - (ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Project / Housing Complex or the said Premises as a whole and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to the said Unit and proportionately in case the same relates to the concerned Block or the said Premises.
 - iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Allottee for his Unit, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in the said Unit from its own existing sources and the Allottee shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
 - iv) Charges for enjoying and/or availing power in excess of 1(one) Watt per square foot of the built up area of the Unit in case of **Cristana Block, Oriana Block, Zarina Block and Xana Block** and 2(two) Watts per square foot of the built up area of the Unit in case of **Aldina Block**, if (subject to availability) provided to the Allottee of the said Unit by the Maintenance In-charge from the common Generator to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
 - v) Proportionate share of all Common Expenses (including those mentioned in the **FOURTH SCHEDULE** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.3.50/- (Rupees Three and paise fifty) only per square foot per month of the sum total of (i) the built-up area of the said Flat No. «Flat_No»; (ii) the area corresponding to the proportionate area of the Allottee in the Common Areas and Installations derived in the manner mentioned hereinbelow and (iii) 50% of the area of the Sky Balcony, if any attached to the said Flat No.«Flat_No», which areas are totalling to

«Total_area_for_sec_dep» Square Feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.

While calculating the area corresponding to the Allottee's proportionate undivided area in the Common Areas and Installations under sub-clause (v) hereinabove, the Promoter has taken into account (i) the built-up area of the said Flat No. «Flat_No» and 50% of the area of the Sky Balcony attached to the said Flat No.«Flat_No», if any, (ii) the built-up area of all the other Flats in the said Project / Housing Complex and 50% of the areas of all the Sky Balconies attached to all the other Flats, if and as applicable, (iii) the area of all the Common Areas and Installations, other than the top (ultimate) roof of the said building and (iv) 40% of the built-up area of such top (ultimate) roof of all the Blocks in the Project / Housing Complex.

- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).

Unless otherwise expressly mentioned elsewhere herein, all payments mentioned hereinabove shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letter box in the concerned Block earmarked for the said Unit.

- (b) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
- (c) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
- (d) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Housing Complex and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
- (e) to use their respective flats only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
- (f) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars (i.e. not exceeding the size of "Maruti Esteem" make).

- (g) not to use the ultimate roof of the Building / Blocks or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (h) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (i) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in any other common areas of the premises.
- (j) not to claim any right whatsoever or howsoever over any unit or portion in the premises save their units.
- (k) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings / Blocks save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their units. It is hereby expressly made clear that in no event any Co- Promoter shall open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
- (l) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (m) not to alter the outer elevation of the Buildings / Blocks / Housing Complex or any part thereof nor decorate the exterior of the Buildings / Blocks / Housing Complex or the Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (n) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Housing Complex nor allow or permit any other person to do so.
- (o) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Housing Complex.
- (p) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Housing Complex in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Housing Complex and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (q) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the flats agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats to any other Promoter of flat in the Housing Complex and none else.

- (r) In case any Sky Balcony be attached to any flat, then the same shall be a property appurtenant to such flat and the ownership and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Sky Balcony independently (i.e. independent of the flat owned by such Allottee in the said Housing Complex);
 - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Sky Balcony;
 - iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
- However, the Allottee thereof may convert such Sky Balcony into a roof garden lawfully without in any manner affecting the structural stability of the Housing Complex.
- (s) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (t) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (u) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Housing Complex as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- (v) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.
- (w) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned above shall be made within 7th day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottees shall be deemed to have been served upon the Allottees, in case the same are left in

their respective Units or in the letter boxes in the ground floor of the Buildings / Blocks earmarked for their respective Units.

3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building/s / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
4. In the event of any of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Allottee, such defaulting Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity to the unit of the defaulting Allottee;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.,) to the defaulting Allottee and his / her / its / their employees, servants, visitors, guests, tenants, licensees and/or his / her / its / their unit;
 - (iii) to demand and directly realise rent and/or other amounts becoming payable to the defaulting Allottee by the tenants or licensees or other occupant in respect of the unit of the defaulting Allottee.
- 4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owner responsible for the same in any manner whatsoever.