

This **DEED OF SALE** is executed on this -----day of -----(Month), 20-----,

BETWEEN

SMT. JAYATI DAS(PAN NO : BKUPD8168H), wife of Late Shri Rajat Kanti Das, by faith Hindu, aged about 82 years , by occupation housewife, residing at Village & P.O. : Dwaranda , P.S. : Illambazar , Birbhum , Pin : 731236having permanent address at 18/2, Bakrahat Road, P.S. Thakurpukur, Kolkata-700063 hereinafter referred to as the **“OWNER”** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include each one of them and each of their respective heirs, executors, legal representatives, successors, successors-in-office/business and permitted assigns, as the case may be) represented by her Constituted Attorney **M/s. TRIKAL CONTRACTORS &DEVELOPERS** represented by one of its Partners namely **SHRI PRADIP KUMAR NANDI** , the Promoter herein of the **FIRST PART**

AND

M/s. TRIKAL CONTRACTORS &DEVELOPERS, PAN:AAIFT6972A a Partnership firm formed under the Indian Partnership Act, 1932 , having its principal place of business at Room No. 5N, 5th Floor, White Tower, 115 College Street, Police Station Bowbazar, Kolkata- 700012 represented by one of its partners namely **(1) SRI PRADIP KUMAR NANDI,(PAN: AUGPN8093A)** , son of Late Sri. Anil Nandi, by faith Hindu,aged about 52 years ,by occupation Business residing at Village and Post Office : Dhaltithar, Police Station-Basirhat, North 24 Parganas, PIN-743412 (earlier mentioned as 743413) ; and **(2) SHRI RAJESH KUMAR SINGH (PAN ATYPS4735R)**,Son of Sri Babban Singh, by faith-Hindu, , aged about 82 years , by occupation-Business, having permanent address at 43/1, Durgapore Lane, Ward No.74,Kolkata-700027 and at present residing at T-4B, Protech Park, Tower Block, Upper Hengrabari,Post Office-Hengrabari, Police Station- Dispur, Guwahati, Kamrup, Assam-781036represented by his Constituted Attorney **SRI PRADIP KUMAR NANDI**, the other partner herein, by virtue of a Registered General Power of Attorney dated 23rd August 2018 which was duly registered in the office of the Additional Registrar of Assurances-III, Kolkata and entered in Book No.-IV, CD Volume No. 1903-2018, Pages from 149320 to 149339 Being No. 190305259 for the year 2018, which is still in forcehereinafter referred to as the **“PROMOTER”** (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART**

AND

[If the Allottee is a company]

-----,(CIN no.) a company incorporated under the provisions of the Companies Act,[1956 or the Companies Act, 2013 as the case may be], having its registered office at -----
------(PAN-----),represented by its authorized signatory,(Aadhar No-----)duly authorized *vide*

Board resolution dated-----,hereinafter referred to as the “Allottee” (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor –in – interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr./Ms------(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 –in –interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr.-----,(Aadhar No-----)son of -----aged about for self and Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at -----(PAN No-----), hereinafter referred to as the “Allottee” (Which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

The Owner , Promoter and Allottee shall herein after collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- A. **By a Bengali Kobala dated 24th July 1991 and registered in the office of the A.D.S.R. Bolpur , Birbhum and recorded in Book No. I, Volume No. 102, Pages 206 to 209 , Being No. 8443 for the year 1991** and made between (1) Ram Kinkar Bhattacharya , (2) Haradhan Bhattacharya and (3) Hara Kumar Bhattacharya , therein jointly referred to as the Vendors of the One Part and (Smt) Jayati Das , therein referred to as the Purchaser of the Other Part , the Vendors therein for the consideration mentioned therein sold , conveyed , transferred , assigned and assured unto and in favour of the Purchaser therein ALL THAT the piece or parcel of **land measuring 58(Fifty Eight) decimal** , a bit more or less lying and situated at Dag No. 5 , J.L. No. 129 , R.S. Khatian Nos. 309 , 438 and 449 , L.R. Khaitian 474 , Mouza : Dwaranda , Gram Panchayet : Illambazar , Police Station :

Illambazar , District : Birbhum , West Bengal , Pin : 731236 absolutely and forever free from all encumbrances , charges and liens whatsoever.

- B. **By a Bengali Koba dated 24th July 1991 and registered in the office of the A.D.S.R. Bolpur , Birbhum and recorded in Book No. I, Volume No. 102, Pages 203 to 205 , Being No. 8442 for the year 1991** and made between Mrinal Kanti Pal, therein referred to as the Vendor of the One Part and (Smt) Jayati Das , therein referred to as the Purchaser of the Other Part , the Vendor therein for the consideration mentioned therein sold , conveyed , transferred , assigned and assured unto and in favour of the Purchaser therein **ALL THAT** the piece or parcel of **land measuring 07 (Seven) decimal** , a bit more or less lying and situated at Dag No. 15 , J.L. No. 129 , R.S. Khatian Nos. 797 , L.R. Khaitian 705 (presently L.R. Khaitian 474), Mouza : Dwaranda , Gram Panchayet : Illambazar , Police Station : Illambazar , District : Birbhum , West Bengal , Pin : 731236 absolutely and forever free from all encumbrances , charges and liens whatsoever .
- C. In the manner aforesaid by virtue of the above recited 2 (two) Nos. Bengali Kobalas dated 24th July 1991; and consequently after mutating her name as the recorded owner in R.O.R. before B.L. & L.R.O , Illambazar , Birbhum , Government of West Bengal and converting the nature of the land the said Jayati Das became sole and absolute owner of **All that the piece or parcel of total Bastu land of 65 (sixty five) decimal , a bit more or less comprising of (1) a plot of Bastu land admeasuring 58 (Fifty Eight) decimal , lying and situated at Dag No. 5 , J.L. No. 129 , R.S. Khatian Nos. 309 , 438 and 449 , L.R. Khaitian 474; and (2) a plot of Bastu land admeasuring 07 (Seven) decimal , lying and situated at Dag No. 15 , J.L. No. 129 , R.S. Khatian Nos. 797 , L.R. Khaitian 705 (presently L.R. Khaitian 474) ; at Mouza : Dwaranda , Gram Panchayet : Illambazar , Police Station : Illambazar , totally admeasuring 2634.92 square meters situated in District : Birbhum , West Bengal , Pin : 731236 under the jurisdiction of A.D.S.R. Bolpur and District Registry Office Suri** hereinafter referred to as the **“Land”** more particularly described in **SCHEDULE-A** free from all encumbrances , charges and lien whatsoever.
- D. That by a **Development Agreement dated 10th October, 2013 which was registered as Deed No. 04627 of 2013 in the Office of the A.R.A – III Kolkata on 10th October 2013**, hereinafter referred to as Said Development Agreement , the said Jayati Das being the lawful Owner of the said Land with a view to develop his land as aforesaid appointed M/s. TRIKAL CONTRACTORS & DEVELOPERS, a firm represented by its partners. (1) Shri. Rajesh Kumar Singh and (2) Shri. Jaydip Chakraborti to construct a new residential project .
- E. That Owner of the said Land Smt. Jayati Das by a General Power of Attorney dated 10th October, 2013 which was registered in the Office of the A.R.A. – III Kolkata and entered in Book No. IV, CD Volume No. 11, Pages from 2372 to 2382 Being No. 07327 for the year 2013 hereinafter referred to as said **First General Power of Attorney** authorised M/s. TRIKAL CONTRACTORS & DEVELOPERS, the firm represented by its partners (1) Shri. Rajesh Kumar Singh and (2) Shri. Jaydip Chakraborti to carry out construction of a new residential project on the said Land after obtaining a Sanctioned Building Plan from the Illambazar Gram Panchayet and sale of sanctioned area therein comprised in several self contained buildings, flats/ apartments/tenements and other facilities therein together with the

proportionate undivided impartible share and/ or interest in said Land and right over the common area , infrastructure and facilities of the new residential project as the Developers's Allocation fully described in clause no. 7 of the said Development Agreement.

- F. That on 30th July,2014 vide a Admission cum Retirement Deed which was duly registered in the office of the Additional Registrar of Assurances-III, Kolkata and entered in Book No.-IV, CD Volume No. 9, Pages from 6038 to 6048 Being No. 05399 for the year 2014,M/S Trikal Contractors & Developers has admitted Shri Pradip Kumar Nandi as new partner upon retirement of Shri Jaydip Chakraborti from partnership.
- G. That the said Jayati Das being the lawful Owner of the said Land has entered into a Supplementary Agreement dated 14th June 2017 with the said M/s. TRIKAL CONTRACTORS & DEVELOPERS, a firm represented by its partners. (1) Shri. Rajesh Kumar Singh and (2) Shri. Pradip Kumar Nandi, to specifically and expressly define and describe the Owner's Allocation ,Developers's Allocation and other terms & conditions , hereinafter referred to assaid **Supplementary Agreement**.
- H. That due to changes of Partner on 30th June 2014 in M/s TRIKAL CONTRACTORS & DEVELOPERS, the said Jayati Das being the lawful owner of the said Land has revoked the said First General Power of Attorney executed on 10th October 2013 by execution of a **Deed of Revocation of the Power of Attorney dated 28th June, 2017** which was registered in the Office of the A.R.A. – III, Kolkata and entered in Book No IV, Volume No. 1903-2017, Pages from 86107 to 86122 Being No. 190303404 for the year 2017.
- I. That due to revocation of the said First General Power of Attorney the said Jayati Das being the lawful Owner of the said Land by a fresh **General Power of Attorney dated 28th June 2017 which was registered in the Office of the A.R.A. – III, Kolkata , entered in Book No. IV, Volume No. 1903-2017,Pages from 86772 to 86792 Being No. 190303406 for the year 2017** hereinafter referred to as said **Second General Power of Attorney** , appointed M/s TRIKAL CONTRACTORS & DEVELOPERS as his Lawful Attorney and empowered its partners and nominees jointly or severally to do all acts , deeds and things mentioned therein including power to carry out construction of a new residential project on the said Land after obtaining a Sanctioned Building Plan from the Illambazar Gram Panchayet and Birbhum Zilla Parishad and sale of sanctioned area therein comprised in several self contained buildings, apartments and other facilities therein together with the proportionate undivided impartible share and/ or interest in the said Land and right over the common area, infrastructure and facilities of the new residential project as the Developer's Allocation fully described in clause no. 7 of the said Development Agreement and clause no. 4 of the said Supplementary Agreement.
- J. That to obviate any dispute on Owner's Allocation and Developer's Allocation pursuant to change of initial concept of building plan and FAR of the said project after sanction of Plan by Birbhum Zilla Parishad and Illambazar Gram Panchayet, said Jayati Das being the lawful Owner of the said Land has entered into a **Supplementary Development Agreement in terms of Development Agreement dated 10th October 2013** on 7th February 2019 with the said M/s. TRIKAL CONTRACTORS & DEVELOPERS a firm

represented by its authorized partner Shri. Pradip Kumar Nandi, which was registered as Deed No. I-190300374/2019 of 2019 in the Office of the A.R.A – III Kolkata on 9th February 2019, on same terms and conditions as said Supplementary Agreement dated 14th June 2017, to specifically and expressly define and describe the Owner's Allocation, Developer's Allocation and other terms & conditions, hereinafter referred to as said **Supplementary Development Agreement**.

- K. The Said Land was earmarked for the purpose of building a residential project comprising of 7 (seven) self contained two storied buildings with each building consisting of 4 (four) independent apartments ("Project");
- L. The Said Land was earmarked for the purpose of building a residential project comprising of 7 (seven) self contained two storied buildings with each building consisting of 4 (four) independent apartments and the said project is known as **ARONYONEER** ("Project");
- M. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the said Project comprising of buildings and apartments from the Birbhum Zilla Parishad vide memo no. 595/1(3)/I/GENL/B.P./71/16-17/BZP/2017 dated 23/03/2017 and the Illambazar Gram Panchayat.
- N. The Illambazar Gram Panchayat has granted the approval to develop the project vide letter no. 142/IGP/2017 dated 29 March 2017 and 289/IGP/19 dated 8/5/19.
- O. Upon approval of the said Plan the Promoter became entitled to construct erect and complete the said project consisting of total 28 Nos (Twenty eight) independent apartments capable of being held and/ or enjoyed independently of each other alongwith common area, infrastructure and facilities to comprise in the said Project and buildings herein.
- P. By an Agreement for sale dated (hereinafter referred to as the said "Agreement for Sale") entered into between the parties hereto the Owner and the Promoter have agreed to sell and transfer and the Allottee has agreed to purchase and acquire ALL THAT the apartment no having carpet area ofsq.ft onfloor in building no..... ("Building") (more fully and particularly mentioned and described in the **SCHEDULE-B** hereunder as the said **APARTMENT**) , then in course of construction of the said project, together with pro-rata share in common area for the total price or consideration and subject to the terms and conditions contained and recorded in the said Agreement for sale.
- Q. The Promoter has registered the said Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at -----
-----on -----under
registration no.-----;
- R. The Promoter has since constructed, erected and completed the said project and the said apartment at the said project in accordance with the sanctioned plan and the Illambazar Gram Panchayat has granted completion certificate vide letter no. _____ dated _____.

- S. The said Project upon completion has positioned as a residential complex and named as “**ARONYONEER**” comprising of 7 (seven) self contained two storied buildings with each building consisting of 4 (four) independent apartments alongwith common infrastructure & facilities and common area including entrance gate , boundary , internal road , security room , caretaker room , pathway , passage , garden and other common facilities therein.(“**Residential Complex**”).
- T. The **Site Plan** of the said Residential Complex describing the self contained buildings, common infrastructure & facilities and common area including entrance gate , boundary , internal road , security room , caretaker room , pathway , passage , garden and other common facilities therein, is annexed hereto as **SCHEDULE-C**

NOW THIS INDENTURE WITNESSETH that in pursuance consideration of payment for a total amount, more fully described in **SCHEDULE-E**, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Promoter herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owner and Promoter (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT the apartment no having carpet area ofsq.ft onfloor in building no..... (“Building”) (more fully and particularly mentioned and described in the **SCHEDULE-B** hereunder as the said **APARTMENT**), together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Apartment (more fully and particularly mentioned and described in the **SCHEDULE-A** hereunder as the said **LAND**), together with pro-rata share in common area and proportionate right to use the common area, infrastructure and facilities comprised in the said Residential Complex and/or said Building (more fully and particularly mentioned and described in the **SCHEDULE-F** hereunder written), and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Apartment **TO HAVE AND TO HOLD** the said Apartment, unto the Allottee herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Apartment, belonging to and held by the Allottee for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferors, the Allottee shall have every right to sell, gift, lease and transfer the same.

1. Covenants of the Allottee:

1.1 The Allottee subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule-G**, appearing hereinafter, shall peacefully own, hold and enjoy the said Apartment.

1.2 The Allottee has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.

1.3 Upon execution of this deed of sale, the Allottee, subject to the warranty mentioned in clause 2.3, hereafter, shall not raise any claim of whatsoever nature, against the Owner and Promoter.

2. Covenants and Rights of Owner and Promoter:

2.1 The Owner and the Promoter confirm that the title to the Land is marketable and free from all encumbrances and they jointly have good right, full power and absolute authority to sell, transfer and convey the said Apartment, as mentioned in **Schedule-B**.

2.2 That at the costs and requests of Allottee, the Promoter shall do all such acts and execute all documents as may be required for more perfectly assuring the said Apartment unto and/or in favour of the Allottee and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible force.

2.3 The Promoter shall rectify all reasonable construction related defects in the said Apartment, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar year from the date of Completion Certificate, issued by Illambazar Gram Panchayat.

It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipment (e) accident and (f) negligent use. Warranty for all consumables or equipment used such as fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

2.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize constructed area which is not earmarked/reserved for the common use of owners/occupants of the said Residential Complex, at such consideration or in such manner as thought deemed fit and proper.

2.5 The Promoter reserve its right for development in future adjoining/neighbouring buildings of the said Residential Complex and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the said Residential Complex and/or to the said premises.

2.6 The Owner and the Promoter shall transfer the common areas of the project to the Association of the Allottees when the same being formed and registered. The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

3. Possession:

Simultaneously upon execution of this deed of sale, the Promoter have handed over possession of the said Apartment along with the car parking space, if allotted as per the plan annexed hereto, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, including with regards to quality of construction, completion time or otherwise for the said Apartment against the Transferor.

SCHEDULE-A (Said Land)

All that the piece or parcel of total Bastu land of 65 (sixty five) decimal , a bit more or less comprising of (1) a plot of Bastu land admeasuring 58 (Fifty Eight) decimal , lying and situated at Dag No. 5 , J.L. No. 129 , R.S. Khatian Nos. 309 , 438 and 449 , L.R. Khaitian 474; and (2) a plot of Bastu land admeasuring 07 (Seven) decimal , lying and situated at Dag No. 15 , J.L. No. 129 , R.S. Khatian Nos. 797 , L.R. Khaitian 705 (presently L.R. Khaitian 474) ; at Mouza : Dwaranda , Gram Panchayet : Illambazar , Police Station : Illambazar , totally admeasuring 2634.92 square meters situated in District : Birbhum , West Bengal , Pin : 731236 under the jurisdiction of A.D.S.R. Bolpur and District Registry Office Suri, which is butted and bounded in the manner as follows:

On the North : By the property of Shri. Kushalbrata Ghosh

On the South : By the property of Shri Amiyo Gupta & Birbhum Zilla School Board

On the East : By Panchayet(metal) Road

On the West : By Chau Pahari Jungle.

OR HOWSOEVER OTHERWISE the same hereditaments and premises is situated bounded called known described or distinguished together with building and structure for the time being and which the said piece or parcel of land.

**SCHEDULE-B
(Said Apartment)**

ALL THAT **Apartment No.** __ on the ____ Floor of **BUILDING No.**____ , delineated on the Site plan of the said Residential Complex annexed hereto as SCHEDULE-C and bordered thereon in “Green”, measuring about__ **square feet carpet area** , together with ____square feet of exclusive balconies and other spaces , together with ____ square feet being the proportionate share in the common area in the said building no....; delineated in the floor plan annexed hereto , being **SCHEDULE-D** duly bordered thereon in “Red”, **together with** proportionate variable, undivided, indivisible share of Land as described in SCHEDULE-A hereinabove **together with** pro-rata share in common area and proportionate right to use the common area, infrastructure and facilities of the said Residential Complex.

**SCHEDULE-C
(Site Plan)**

**SCHEDULE-D
(Floor Plan)**

**SCHEDULE-E
(Consideration)**

Total Price for the Apartment as described
in **Schedule – B**, above

Rs. xxxxxxxxxxxx

Total :

Rs. xxxxxxxxxxxx

=====

(Rupees) only.

SCHEDULE-F
(Common Area, Infrastructure and facilities)

Common Infrastructure and facilities

- a) **Open Space** : All green spaces with all the trees, bushes, shrubs, flowers beds etc together with all scriptures and playing outfits etc. and all area forming an integral part of the said Residential Complex which are open to sky.
- b) **Internal Roads & Pathways** : Brick/concrete/ metal/paver's block common central 5 meter wide road and pathways connecting buildings , entrance gates and other common area , infrastructure and facilities in the said Residential Complex.
- c) **Sewage Disposal:** External and underground pipeline network to discharge sewage including manholes , septic tanks and soak pits.
- d) **Water Supply Network** :24 hours water supply through pipe lines to raise water from the underground reservoirs to roof top overhead tanks of each buildings.
- e) **Deep Tubewells** : Deep tubewells laid underground together with pumps and other equipments including pump house.
- f) **WBSEDCL sub-station space** : All WBSEDCL Sub-station space given to WBSEDCL excluding all the machinery, transformer etc which are exclusive properties of WBSEDCL.
- g) **Fire Fighting** : Fire extinguishers to be installed in the buildings and common areas of the Residential Complex.
- h) **Emergency Evacuation** : Residential Complex and the buildings therein has proper arrangement for evacuation in case of emergency.
- i) **Street & Project Lights** : All street lights with post including landscape lights and any light fixtures fixed / erected in any part/area of the said Residential Complex to illuminate the common area , infrastructure and facilities in the said Project together with electrical fittings , fixtures and other equipments.
- j) **Meter room** : Space provided for installation of meter(s) on the ground floor of each buildings in the said Residential Complex and also spaces for installation of electricity meter supplied by WBSEDCL.
- k) **C.C.T.V. Network** : The entire C.C.T.V. Network within the said Residential Complex.
- l) **Intra-communication telephone network** : the entire network of Intra-communication telephone facility of the said Residential Complex.

Common Areas :

- a) Entrance gate/s of the said Residential Complex and the gates in all the buildings of the said Residential Complex.
- b) Security room , caretaker's room and yoga room of the said Residential Complex.
- c) Boundary wall of the said Residential Complex.
- d) Easement rights and appurtenances belonging to the buildings of the said Residential Complex.
- e) Staircase and lobbies on all the floors of all the buildings of the said Residential Complex.
- f) Ultimate slopped roofs of all the buildings of the said Residential Complex.

SCHEDULE-G
(Allottee's Covenants)
Part I
(Specific Covenants)

The Allottee shall not:

- a) Make any civil and structural internal addition, alteration and/or modification in or about the said Apartment.
- b) Claim any right of pre-emption or otherwise regarding in respect of any Apartments and/or any portion of the Residential Complex.
- c)** Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Complex, save & except the said Apartment and in the area of common enjoyment as mentioned hereinbefore in **Schedule - F**.
- d) Make any claim due to certain changes in the overall plans, construction and specifications of the Residential Complex.
- e) Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.
- f) Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
- g) Place or cause to be placed any article or object in the common area/portion.
- h) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the said building and/or the adjoining buildings.

- i) Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- j) Park car/two wheeler or any car on the pathway or open spaces of the said Residential Complex, or at any other space, and shall further not allow any of their guests/visitors to park their cars within the said Residential Complex.
- k) Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the Residential Complex save at the places provided therefor, however, this shall not prevent the Allottee from displaying a small and decent name – plate outside the main door of the Apartment.
- l) Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.
- m) Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the building or other parts of the said Residential Complex.
- n) Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- o) Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- p) Alter any portion, elevation or the color scheme of the said Residential Complex and/ or the Common Areas/Portions.
- q) Question the quantum of any amount levied upon the Allottee on any account herein contained by the Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.
- r) Restrict any of the other owners/occupiers of the said Building or Residential Complex for the full and unrestricted enjoyment of the Easements described in **Schedule-F**.**

The Allottee shall:

- s) Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Apartment, and the said Residential Complex within 7 (seven) days of being called upon to do so.
- t) Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- u) Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
- v) Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc for ingress, egress and for the purpose of which it is meant.
- w) Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Residential Complex, for common purposes and/or in the common interest and/or to pursuance thereof.

- x) Pay fully, in case it is related to the said Apartment for any alteration and addition, as be required inside the said Apartment, and shall pay proportionately in case it is related to said Residential Complex or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- y) Pay, wholly in respect of the said Apartment and proportionately in respect of the Residential Complex, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee shall have right to claim reimbursement, if the same be occasioned due to default by any other person.
- z) Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Promoter and/or those that by the Association upon its formation.

Part-II
(Maintenance of the Residential Complex)

- a) Upon formation of the Association or Body for the occupants/owners of the said Residential Complex, all rights and obligations with regard to the Maintenance & Common Expenses shall be transferred to such Association / Body.
- b) The Allottee shall become a member of the Association/Body to be formed by the Apartment Owners of the said Residential Complex at the behest of the Promoter for the maintenance and management of the Common Portions more fully described in **Schedule -F**.
- c) The Transferors shall assist the Allottee in all respects in formation of the Association/Body.
- d) The Allottee shall co-operate with the Promoter in all respects for formation of the Association/Body, and for that the Allottee shall authorize the Promoter by giving a Power of Attorney in favour of its authorized representative.
- e) The Allottee shall accept the rules and regulations of the Association/Body to be formed by the Apartment owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.
- f) The Allottee shall pay all the charges and fees to the Association/Body as may be levied upon the Allottee by the Association/Body within the dates due therefor.
- g) No Allottee shall have the right to form a parallel, independent Association / Body in respect of the said Residential Complex and/or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the said Residential Complex.

Part-III
(Management & Maintenance)

- a) The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the Illambazar Gram Panchayat, irrespective of the date of possession of the said Apartment, received by the Allottee. The Association/Body to be formed by the Apartment Owners shall manage/ maintain the said Residential Complex, the said building and the Common Areas/Portions.
- b) The Owner shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.
- c) The management and maintenance service shall be managed by the Promoter, for a maximum period of one year from the date of issuance of completion certificate, by appointing various agencies such as security, housekeeping and gardening. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.
- d) All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment owners.
- e) The Association/Body shall, upon its formation and once handed over by the promoter, be entitled to maintain the Common Areas/Portion.
- f) Upon taking over the maintenance and management of the Residential Complex by the Association/Body from the promoter, the deposit with the Promoter, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
- g) The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the said Residential Complex.
- h) If Promoter or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee, then the Allottee shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Apartment Owners.
- i) The Allottee shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Part-IV
(Common Expenses)

- a) **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.
- b) **Staff:** The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the promoter

until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.

- c) **Operational:** All expenses for running and operating all machinery, equipment and installation comprised in the Common Part, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
- d) **Insurance:** Costs of insuring the Building and the Common Portions.
- e) **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
- f) **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the said Residential Complex which cannot be allocated to any particular Co-Owner of any of the Apartments of the said Residential Complex.
- g) **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
- h) **Others:** All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.

The Allottee shall regularly and punctually make payment of the Maintenance Charges , as per clause(s) of Part I above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ 2 % per month on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said Residential Complex and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- I. to discontinue the supply of electricity to the "Said Apartment".
- II. to disconnect the water supply
- III. not to allow the usage of lifts, either by Allottee, his/her/their
- IV. family members, domestic help and visitors.
- V. to discontinue the usage of all amenities and facilities provided in the said Residential Complex to the Allottee and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.

Part-V
(Apportionment of Panchayat Rates & Taxes & Other Impositions)

- a) The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments and for that the Allottee shall authorize/empower the Promoter by giving a Power of

Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.

- b) Upon or after the apportionment of taxes by the Illambazar Gram Panchayat, the Allottee alone is liable and responsible to pay the Illambazar Gram Panchayat tax and/or any other levy or imposition for its respective Apartment, as per the bill raised by the Illambazar Gram Panchayat, till such time the same is done by Illambazar Gram Panchayat the Allottee shall pay taxes proportionately along with other Allottees.
- c) Besides the amount of the impositions, the Allottee shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
- d) The liability of the Allottee of Impositions and Penalties in respect of the said Apartment would accrue with effect from date of Completion Certificate received for the said Residential Complex.
- e) The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the
OWNER at Kolkata in the presence
of:

Executed and delivered by the
PROMOTER at Kolkata in the
presence of:

Executed and delivered by the
ALLOTTEE at Kolkata in the
presence of:

Memo of Consideration

Received the aforementioned sum of Rs...../- (Rupees only by cheques as full consideration and/or total price for sale of the said Apartment from the Allottee.

(Promoter)

=====
DATED THIS DAY OF 20__
=====

BETWEEN

JAYATI DAS

... OWNER

AND

TRIKAL CONTRACTORS & DEVELOPERS

... PROMOTER

AND

.....

... ALLOTTEE

DEED OF SALE

Apartment no. ...,

Building no.....

“Aronyoneer”

Mouza : Dwaranda

Gram Panchayat & P.S. : Illambazar

District : Birbhum

West Bengal – 731236.

