

## DRAFT - CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_ (Month), 20\_\_\_\_.

### By and Between

#### VENDORS<sup>1</sup>:

**(1) TOLARAM JAIN & SONS (HUF)** (having PAN: AAAHT7556C) a Hindu Undivided Family, having its office at 18, R. N. Mukherjee Road, 6th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700 001 represented by its Karta Mr. Surendra Jain (having PAN: ACOPJ2595B and Aadhaar No.: \_\_\_\_\_), son of Late Tolaram Jain by religion Hindu, by occupation Business by nationality Indian, residing at Flat No. 4, 4th Floor, 3B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata – 700 016, **(2) JAGDISH PRASAD & SONS (HUF)** (having PAN: AABHJ6498J) a Hindu Undivided Family, having its office at 18, R. N. Mukherjee Road, 6th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700 001 represented by its Karta Mr. Kamlesh Kumar Jain (having PAN: ACTPJ6868Q and Aadhaar No.: \_\_\_\_\_) son of Late Jagdish Prasad Jain by religion Hindu, by occupation Business, by nationality Indian, residing at Flat No. 7, 5th Floor, 3B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata – 700 016, **(3) RAJENDRA KUMAR JAIN (HUF)** (having PAN: AADHR3464C) a Hindu Undivided Family, having its office at 18, R. N. Mukherjee Road, 6th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700 001 represented by its Karta Mr. Prateek Saraogi (having PAN: CHMPS4470D and Aadhaar No.: \_\_\_\_\_) son of Late Rajendra Kumar Saraogi by religion Hindu, by occupation Business, by nationality Indian, residing at Flat No. 8, 10th Floor, 3B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata – 700 016, **(4) SANWAR MAL JAIN & SONS (HUF)** (having PAN: AAKHS0845K) a Hindu Undivided Family, having its office at 18, R. N. Mukherjee Road, 6th Floor, Post Office R. N. Mukherjee Road, Police Station Hare Street, Kolkata 700 001 represented by its Karta Mr. Sanwar Mal Jain (having PAN: ACWPJ0399M and Aadhaar No.: \_\_\_\_\_) son of Late Behari Lal Jain by religion Hindu, by occupation Business, by nationality Indian, residing at 3B, Camac Street, Post Office Park Street, Police Station Shakespeare Sarani, Kolkata – 700 016 hereinafter collectively referred to as “the **Vendors**” (which expression shall unless

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<sup>1</sup> Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

repugnant to the context or meaning thereof be deemed to mean and include the members of the respective Hindu Undivided families for the time being and their and each of their respective heirs, legal representatives, executors and administrators and/or assigns);of the **FIRST PART**;

**AND**

**BEFINITIVE VENTURES** (having PAN: \_\_\_\_\_), a Proprietorship Firm having its Office at 18, R. N. Mukherjee Road, Kolkata-700 001, Police Station Hare Street, Post Office R. N. Mukherjee Road, represented by its Proprietor Mr. Surendra Jain (having PAN: ACOPJ2595B and Aadhaar No. 3452 3853 2348), son of Late Tolaram Jain, aged about 61 years, by religion Hindu, by occupation Business, by nationality Indian working for gain at 18, R. N. Mukherjee Road, Kolkata-700 001, Post Office R. N. Mukherjee Road, Police Station Hare Street; 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 successors-in-interest and/or assigns) of the **SECOND PART**;

**AND**

**ISHA HI-RISE LLP** (LLPIN: AAG-2839 and PAN: ADBFS0794H), a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Kolkata-700 017, Post Office Circus Avenue, Police Station Beniapukur, represented by its Authorized Signatory Mr. \_\_\_\_\_ (having PAN: \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_ years, by religion Hindu, by occupation \_\_\_\_\_, by nationality Indian working for gain at 304, Chandan Niketan, 52A, Shakespeare Sarani, Kolkata-700 017, Post Office Circus Avenue, Police Station Beniapukur authorized vide Board resolution dated \_\_\_\_\_; hereinafter referred to as “the **Development Manager**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **THIRD PART**;

**AND**

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

\_\_\_\_\_ (having CIN No. \_\_\_\_\_ and PAN: \_\_\_\_\_) 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 \_\_\_\_\_, Post

Office-\_\_\_\_\_, Police Station-\_\_\_\_\_, represented by its Authorized Signatory Mr./Ms. \_\_\_\_\_, (having PAN: \_\_\_\_\_ and Aadhaar No.: \_\_\_\_\_) son/daughter of \_\_\_\_\_ by religion \_\_\_\_\_, by occupation \_\_\_\_\_, by nationality \_\_\_\_\_, residing at \_\_\_\_\_, Post Office-\_\_\_\_\_, Police Station-\_\_\_\_\_, duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as “the **Purchaser**” (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 Purchaser is a partnership]**

\_\_\_\_\_ (having PAN: \_\_\_\_\_) a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, represented by its authorized Partner \_\_\_\_\_, (having PAN: \_\_\_\_\_ and Aadhaar No.: \_\_\_\_\_) son/daughter of \_\_\_\_\_ by religion \_\_\_\_\_, by occupation \_\_\_\_\_, by nationality \_\_\_\_\_, residing at \_\_\_\_\_, Post Office-\_\_\_\_\_, Police Station-\_\_\_\_\_ duly authorized vide \_\_\_\_\_ hereinafter referred to as “the **Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the Purchaser is an Individual]**

Mr. / Ms. \_\_\_\_\_ (having PAN: \_\_\_\_\_ and Aadhaar No.: \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, by religion \_\_\_\_\_, by occupation \_\_\_\_\_, by nationality \_\_\_\_\_, residing at \_\_\_\_\_, Post Office-\_\_\_\_\_, Police Station-\_\_\_\_\_

hereinafter called “the **Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

**[If the Purchaser is a HUF]**

Mr. \_\_\_\_\_ (having PAN: \_\_\_\_ and Aadhaar No.: \_\_\_\_\_) son of \_\_\_\_\_ aged about by religion \_\_\_\_\_, by occupation \_\_\_\_\_, by nationality \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_, Post Office-\_\_\_\_\_, Police Station-\_\_\_\_\_,

hereinafter referred to as “the **Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns)

of the **FOURTH PART**.

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

**AND**

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

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

The Vendors, the Promoter, the Development Manager, the Purchaser and the Association shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

I. **Definitions** - For the purpose of this Deed for Sale, unless the context otherwise requires-

- (a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

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

## II. WHEREAS:

- A. The Owners are the sole and lawful Owner of land admeasuring 15 Cottahs 08 Chittacks and 37 square feet more or less situate lying at and being premises No. 46/8, Ballygunge Place, Kolkata – 700019 under Police Station Gariahat in the District of South 24 Parganas described in **Schedule A (“said Land”)** vide sale deed(s) and other chain of title as mentioned in **Schedule A-1** hereto. The Owner appointed the Promoter for the development of the Project and the Owner and the Promoter engaged the Development Manager for certain specified acts, deeds and things in connection with the Project. The Owner, the Promoter and the Development Manager have entered into a joint development agreement dated 5<sup>th</sup> November 2019 between the Owner, the Promoter and the Development Manager and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No. I Volume No. 1904-2019 Pages from 506595 to 506673 Being No. 190410199 for the year 2019 (**“Development Agreement”**).
- B. The said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment building and the said Project shall be known as **Samskara (“Project”)**.
- C. The Promoter has through the Development Manager obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from the Kolkata Municipal Corporation and has constructed the Project.
- D. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_ under registration no. \_\_\_\_.
- E. By Agreement for Sale dated \_\_\_\_\_ (**“Agreement”**), the Promoter and the Vendors agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type, on \_\_\_\_ floor in the Building (**“Building”**) along

with \_\_\_\_\_ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (collectively "**Designated Apartment**") more particularly described in **Schedule B** and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**). The Development Manager had also joined the Agreement in accordance with the agreed terms and conditions of the Development Agreement. The Vendors have already received the entire consideration from the Promoter in respect of the said Land and the Vendors have agreed to sell the pro rata undivided share in the said Land to the nominees of the Promoter the consideration for which shall be apportioned out of the total consideration received by the Vendors from the Promoter. The Development Manager has also received the consideration receivable by it in respect of the Designated Apartment.

- F.** The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- G.** As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association<sup>2</sup>. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.
- H.** The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- III. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only by the Purchaser to the Vendors, the Promoter and the Development Manager paid at or before the execution hereof (the receipt whereof the Vendors, the Promoter and the Development Manager do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the consideration to the Vendors to the extent apportioned towards the proportionate share in the said Land attributable to the Designated Apartment and of and from the payment of the

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<sup>2</sup> In case the Association is not formed at the material time then the word Maintenance In-charge shall be applicable.

same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer and the Development Manager doth hereby concur and confirm unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being the \_\_\_\_\_ morefully and particularly mentioned and described in **Schedule B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendors and Promoter and the Development Manager and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors and the Development Manager into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors/Development Manager as are set out in the **Schedule D** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in **Clause V** and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors do hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendors and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.

**IV. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER** as follows:-

- (a) The interest which they (the Vendors) do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever

from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein.

- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser 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 Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

**V. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO** as follows:-

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
  - (i) The Purchaser shall have exclusive ownership of the Designated Apartment.
  - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.
  - (iii) The Purchaser shall use the Common Areas along with the Vendors, Promoter, Development Manager, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
2. **SINGLE UNIT:** The Purchaser agrees that the Designated Apartment along with \_\_\_\_\_ parking if any shall be treated as a single indivisible unit for all purposes.
3. **INDEPENDENT PROJECT:** It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per **Schedule E** shall be available only for use and enjoyment of the Co-owners of the Project.



4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter, the Development Manager and the Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter, the Development Manager and the Vendors fully indemnified and harmless in this regard.
5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.
6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter and the Development Manager have carried out timely delivery of possession of the Designated Apartment to the Purchaser and the Common Areas to the Association duly made ready and complete with all specifications, amenities and facilities of the Project and the Association also confirms its acceptance of the same.
7. **HANDOVER OF DOCUMENTS:** The Purchaser and the Association acknowledges and confirms that the Promoter and the Development Manager have handed over the necessary documents and plans, including common areas, to the Association.
8. **PAST OUTGOINGS :** The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoing before the Promoter transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (including those mentioned in the Agreement), to the satisfaction of the Purchaser and further the Promoter has duly paid the

governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.

9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Association shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Association.
10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchaser or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority.
11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
12. **USAGE: Use of Service Areas:** The service areas if any located within Samskara are earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces

and the service areas shall be reserved for use by the Association for rendering maintenance services.

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

13.1. The Purchaser shall with effect from \_\_\_\_\_, be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

13.2. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

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

13.4. The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

14. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction/modified plan and specifications, amenities and facilities has been

approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.

15. **ROLE OF DEVELOPMENT MANAGER:** The Development Manager has joined as party to this Deed in accordance with the agreed terms and conditions of the Development Agreement. It is expressly agreed and understood by and between the parties and acknowledged and accepted by the Purchaser that the delivery of possession of the Apartment to the Purchaser and several other activities as mentioned in the Development Agreement has been satisfactorily done and executed by the Development Manager. The Development Manager shall not be liable for any legal and/ or financial obligation or liability, whatsoever or howsoever, towards the Purchaser or the Promoter or the Vendors ??? nor for any delay or default of the Purchaser and/or the Promoter and/or the Vendors ???.
16. **ENTIRE CONTRACT:** This Deed, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
17. **PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
18. **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
19. **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the

applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

20. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.
21. **FURTHER ASSURANCES:** All Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
22. **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at \_\_\_\_\_.
23. **NOTICES:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned in the said Agreement. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
24. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
25. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation an validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

26. **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

**IN WITNESS WHEREOF** parties hereinabove named have set and subscribed their respective hands and seals and signed this Deed at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Vendors:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Allottee:** (including joint Purchaser)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Promoter:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Development Manager:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Association:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



**SCHEDULE 'A'**

1. **ALL THAT** messuages tenements hereditaments structures out-houses sheds and premises together with the piece and parcel of land thereunto belonging whereon or on part whereof the same are erected and built containing an area of 15 Cottahs 08 Chittacks and 37 square feet more or less situate lying at and being premises No. 46/8, Ballygunge Place, Kolkata – 700019 under Police Station Gariahat in the District of South 24 Parganas and butted and bounded as follows:-

ON THE **NORTH** : By KMC Road known as Ballygunge Place;

ON THE **SOUTH** : Partly by municipal premises No. 49/A, Ballygunge Place & partly by municipal premises No. 49/C, Ballygunge Place;

ON THE **EAST** : Partly by municipal premises No. 46/7A, Ballygunge Place and partly by municipal premises no. 46/7B, Ballygunge Place; and

ON THE **WEST** : By municipal premises No. 46/9/1, Ballygunge Place.

- 1.1 **OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situated called known numbered described or distinguished.

**SCHEDULE 'A-1'****CHAIN OF TITLE:**

1. That by a sale deed dated 14th August 2014 made between one Debasish Mukherjee (appointed as receiver by the Learned Debts Recovery Tribunal-I, Kolkata in O.A. No. 116 of 2009), therein referred to as the Receiver, one Deepali Roy and Anju Roy therein referred to as the Vendors, the Vendors hereto therein referred to as the Purchasers and one Sonar Bangla Developers Private Limited therein referred to as the Confirming Party and registered with Additional Registrar of Assurances-I, Kolkata in Book I Volume No. 18 Pages 1939 to 2028 Being No. 07609 for the year 2014, the said Debasish Mukherjee, Deepali Roy and Anju Roy for the consideration therein mentioned sold conveyed and transferred unto and to the Vendors hereto the said Land, absolutely and forever.
2. That pursuant to the sale as aforesaid, the Vendors have caused to be mutated their names in the records of the Kolkata Municipal Corporation as Vendors in respect of the said Land.

3. By the Development Agreement the Owners and the Promoter, inter alia, did thereby grant to the Development Manager the exclusive right to develop the said Land by constructing the Building/s at the Project for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Owners, the Promoter and the Development Manager as follows:-
- a. The Promoter shall supervise and make investments in the construction, administration and costs of transfer of the Project and the Development Manager shall provide the development services including the causing of the construction and completion of the Project, administer the transfer of the transferable areas, conducting the transfer under the brand name and also carry out post completion maintenance for a specified period.
  - b. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Vendors ???, the Promoter and the Development Manager in the ratio as agreed under the Development Agreement and the Other Charges and Deposits shall exclusively belong to the Promoter.
  - c. All consideration, Other Charges and Deposits and other amounts shall be payable by the intending Purchaser to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Vendors ??? and the Promoter shall separately pay to the (i) Vendors ??? their share in the same and (ii) Development Manager their share in the same in the manner as stated in the Development Agreement.
  - d. The Development Manager shall be entitled from time to time to cause modifications and alterations to the new sanctioned plans or revised sanctioned plans in such manner and to such extent as the Development Manager may deem fit and proper.
  - e. The agreements and final Transfer deeds or deeds and other customer documentations relating to transfer of the Units, parking spaces and other transferable areas shall be executed by the Vendors ???, the Promoter and the Development Manager upon construction and completion of the Building/s at the

Project and the Vendors ???, the Promoter and the Development Manager would complete the sale and transfer of the said share in the said Land and all and whatever their share, right, title and interest in the such Units including the Designated Apartment and the Development Manager shall deliver possession of the transferable areas directly to the Transferees thereof.

4. The plans for construction of the Building/s at the Project has been sanctioned by the Kolkata Municipal Corporation vide Building Plan No. 2017080051 dated 16<sup>th</sup> September, 2017.

#### SCHEDULE 'A-2'

##### DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:
  - (i) **"this Deed"** shall mean this Deed and Schedules all read together.
  - (ii) **"Co-owners"** shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the respective Vendors and/or Promoter.
  - (iii) **"Sanctioned plan"** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide sanction Plan No. 2017080051 dated 16<sup>th</sup> September, 2017 and include the modification/addition/alteration plan dated \_\_\_\_\_ and all other additions/alterations made thereto subject to compliance of the Act.
  - (iv) **"Maintenance in-charge"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Development Manager.
  - (v) **"Common Purposes"** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to

the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common.

- (vi) **“Units”** shall mean flat, apartments and other constructed areas at the Project capable of independent enjoyment with supporting Common Areas.
- (vii) **“Parking Spaces”** shall include Car Parking Areas and Open Parking Areas.
- (viii) **“Gender”** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- (ix) **“Number”** words importing singular number shall according to the context mean and construe the plural number and vice versa.

2. The said Building and the Project shall contain certain Common Areas as specified in **Schedule E** hereunder written and which the Purchaser shall have the right to use in common with the Vendors, the Promoter and the Development Manager and other Co-owners of the said Building and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner. In particular and without prejudice to the generality of the foregoing provisions of this clause, the Mechanical Parking System shall not be, nor be claimed to be part of the Common Areas.
3. The Project contains open and covered parking spaces and multi level mechanized parking spaces as per sanctioned plans (**“Car Parking Areas”**). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in **Schedule E** and which can be used for parking **“Open Parking Areas”**. For a regulated and disciplined use of these spaces, the Promoter and the Development Manager has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Allottees who need the same and apply for the same with preference being given by the Promoter and the Development Manager to those Allottees who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter and the Development Manager in

respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.

4. The Purchaser acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided That the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules. The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any further construction, addition, alteration and completion of construction of or in or to the said Building or any part thereof by the Promoter and the Development Manager due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
5. The ownership and enjoyment of the Designated Apartment by the Purchaser shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in **Schedule E-1** hereto.
6. The Purchaser has been fully made aware that the said Building shall be an Indian Green Building Council (IGBC) Certified Green Building and the first time fees, costs and expenses will be borne and paid by the Promoter. All fees, costs and expenses for the renewal of the certification and for maintenance management upkeep of the machinery and equipments installed at the said Building as per the IGBC Norms and/or the relevant authorities shall form part of the Common Expenses and the Purchaser shall be liable to pay the proportionate share thereof as part of the maintenance charges or separately as the Maintenance In-charge may demand the same.
7. The Mechanical Parking System shall be managed, maintained and up-kept by the Maintenance In-charge until such time as such Unit Holders or two-third majority of them decide to manage, maintain and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) shall be payable by the Unit Holders who take parking facility in the Mechanical Parking System proportionately and the same shall so long the same is maintained by the Maintenance In-charge be paid by them to the Maintenance In-charge separately against bills raised by the Maintenance In-charge for the

same. Any use of the Mechanical Parking System by the Purchaser, Allottee Unit Holders shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter the Development Manager and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Purchaser hereby consents and agrees to keep the Promoter and the Development Manager fully indemnified in respect thereof.

8. In case the Purchaser taking parking space in the Mechanical Parking System, the Purchaser's proportionate share in the expenses and outgoings relating to the Mechanical Parking System shall be the proportion in which the number of parking spaces in the Mechanical Parking System taken by the Purchaser may bear to the total number of parking spaces in the Mechanical Parking System. The Purchaser's proportionate share in several matters referred to herein shall be the proportion in which the built-up area of the Designated Apartment may bear to the built-up area of all the Units in the Project. It is clarified that while determining the proportionate share of the Purchaser in the various matters referred herein, the decision of the Promoter on any variations shall be binding on the Purchaser.
9. The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 2 (two) years from the date of the Completion Certificate.
10. The power backup from the Common Generator in the Project shall be commenced only upon **50% (fifty percent)** of the Co-owners (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter and the Development Manager shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
11. **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.

12. **Carpet area of Servant Quarter:** The carpet area of the Servant Quarter, if appurtenant to any Unit, shall be the net usable area of such Servant Quarter excluding the area covered by the external walls thereof.
13. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
14. **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Purchaser.
15. **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Servant Quarter (if any appurtenant thereto) and Balcony area and **50% (fifty percent)** of the area covered by those external walls which are common between such Unit/Balcony/Servant Quarter and any other Unit/Balcony/Servant Quarter and the area covered by all other external walls of the such Unit/Balcony/Servant Quarter. The built-up area of the Open Terrace includes the Open Terrace Area and the thickness of the parapet walls thereof.
16. **Proportionate Common Areas:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided \_\_\_\_\_ Square feet more or less.
17. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges (CAM) by the Purchaser, the area shall be the sum total of the Built-up Area and Proportionate Common Areas which is \_\_\_\_\_ Square feet more or less.
18. In case the Purchaser has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone.
19. Unless changed by the Promoter, Messrs. Prakalpa Space Kraft Private Limited of 145, Nanigopal Roy Chowdhury Avenue (CIT Road), Entally, Mezzanine & 2<sup>nd</sup> Floor, Kolkata-700014 shall be the Architects for the Project.
20. The Project shall bear the name **"Samskara"** in the design created by the Development Manager or such other name or design as be decided by the Development Manager from time to time.

SCHEDULE 'B'

## APARTMENT, PARKING ETC.,

1. **DESIGNATED APARTMENT: ALL THAT** the flat being Unit No. \_\_\_\_\_ containing a carpet area of \_\_\_ Square feet more or less alongwith balcony with a carpet area of \_\_\_\_\_ Square feet more or less and a total built-up area of Unit (including Balcony) of \_\_\_ Square feet more or less on the \_\_ floor of the Building of the Project at the said Land.
2. **PARKING:** \_\_\_\_\_.
3. **OPEN TERRACE:** \_\_\_\_\_.



SCHEDULE 'C'

## FLOOR PLAN OF THE APARTMENT

## SCHEDULE 'D'

## EASEMENTS:

**(Easements Granted to the Purchaser)**

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter, the Development Manager and the Vendors and other persons deriving right, title and/or permission from the Promoter, the Development Manager and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendors, the Promoter, the Development Manager and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
  - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
  - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
  - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes,

drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.

- e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B. The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendors, the Promoter and the Development Manager and other persons deriving right, title and/or permission in respect thereof from them:
- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
  - b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
  - c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
  - d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.

- e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior 48 (forty-eight) hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE 'E'**AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT).****1. AMENITIES & FACILITIES:****1.1 Common Areas at the Building in which the Designated Apartment is situated:**

- (i) Two staircases, landings, entrance lobby and stair-cover on the ultimate roof.
- (ii) Electrical wiring and fittings and fixtures for lighting the staircases, landings and lobbies, main entrance lobby on ground floor and other Common Areas.
- (iii) Two automatic lifts (of minimum 6 passengers each) of Kone or equivalent make.
- (iv) Transformer, sub-station and spaces required therefor, Electrical installations with main switch and meter room.
- (v) Municipal Water supply.
- (vi) Provision for Deep tube-well.
- (vii) Underground water reservoir and water pump and water distribution pipes to the overhead water tank and from overhead water tank connecting to different Units and Common Areas.
- (viii) Acoustic DG Set and space for installation of the same having capacity of full power back up to run lifts, pumps and for common lighting.
- (ix) Driveways.
- (x) Fire Detection and Suppression systems with sprinklers, alarms and smoke detectors and reservoir and fire pump room.
- (xi) Common Roof subject to the rights of Promoter as contained herein.
- (xii) Solar Panels on the ultimate roof of the building.
- (xiii) Air-conditioned community hall, gymnasium and business center on the first floor.
- (xiv) Intercom connectivity from each Unit to main security and from Unit to Unit.

- (xv) Common washrooms on the ground floor.
- (xvi) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.

1.2 **EXTRA CURRICULAR FACILITIES:** As part of the Common Areas of the Project the Promoter has constructed and/or provided Community hall with first time installation of air conditioners, Gym with first time installation of equipments and air conditioners, and Intercom. The Purchaser shall be liable to pay to the Maintenance In-charge the charges as prescribed by the Maintenance In-charge from time to time for running, maintenance, replacement and/or otherwise in respect of the said facilities and its fit outs, facilities and usage and shall also abide by the rules and regulations framed by the Maintenance In-charge for proper management and use thereof. The said Extra Curricular Facilities shall be for use by the Vendors, the Promoter and the Development Manager and the Co-owners and the Purchaser alongwith the other Co-owners shall not allow or permit the same to be used by any other person.

#### SCHEDULE 'E-1'

#### (HOUSE RULES)

**HOUSE RULES:** The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("**House Rules**"):

1. To use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners nor to store or bring upon the Designated Apartment any articles of combustible, inflammable, obnoxious, dangerous or hazardous nature or explosive or contraband materials.
2. Unless the right of parking is expressly granted and mentioned in Clause 2 of the **Schedule B** hereinabove written ("**Parking Facility**"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever

3. In case the Purchaser has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
  - 3.1. The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default.
  - 3.2. The Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.
  - 3.3. The Purchaser shall use the Parking Spaces so agreed to be granted, only for the purpose of parking of its medium sized motor car precisely within the demarcated Parking Spaces so granted.
  - 3.4. The Purchaser shall ensure that (a) no part of the motor car cross or exceed the limit of demarcation of such Parking Spaces and (b) only one motor car is parked in one parking space, if such right is hereby granted.
  - 3.5. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - 3.6. The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - 3.7. The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owners of the Project and none else.
  - 3.8. This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - 3.9. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Development Manager and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Development Manager and/or the Vendors.

- 3.10. In case Purchaser Allottee is provided facility of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the parking facility if taken by the Purchaser in the Mechanical Parking System shall be subject to force majeure and subject to interruptions and inconvenience due to force majeure or mechanical faults, malfunctions etc., for which the Allottee shall not hold the Promoter and/or the Development Manager and/or the Vendors liable or responsible in any manner.
- 3.11. The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.
4. In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:
  - 4.1. To use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times and to ensure that the access to the Open Terrace shall be unrestricted for the other occupants of the said Building in times of emergency of fire or other hazards.
  - 4.2. Not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to put any grills or glass or poles or any item going beyond the height of the parapet.
  - 4.3. Not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor to keep any dirt or filth thereat and/or any other part of the Designated Apartment and to ensure that the open terrace and all other parts of the Designated Apartment is properly maintained and kept clean and in good condition so that there is no leakage on the floor below.
  - 4.4. Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

- 4.5. Not to allow or permit any sound, lighting or visual emission which may cause any disturbance to any Occupant or surrounding areas or be a cause of noise or visual or other pollution in any manner.
- 4.6. Not to store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the said Land.
- 4.7. Not to permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene.
- 4.8. Not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Building/s at the Project and/or the said Land and/or outside walls of the Building/s at the Project save in the manner indicated by the Promoter and the Development Manager or the Maintenance In-Charge.
- 4.9. Not to put up or allow any dish antenna, tower, transmission towers or appliances except only with the prior written consent of the Promoter.
- 4.10. Not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- 4.11. Not to sub-divide the Open Terrace in any manner.
5. In case the Allottee has been granted any Servant Quarter then the Allottee shall:
  - 5.1. Not grant transfer let out or part with the Servant Quarter, if any granted to the Allottee hereunder, independent of the Allottee's Unit nor vice versa.
  - 5.2. Use the Servant Quarter agreed to be granted hereunder only for the purpose of use of Servant in a decent and respectable manner and not for any immoral activity.
  - 5.3. Keep the Servant Quarter in good and substantial repair and condition and not to do or cause to be done anything in or around the said Servant Quarter 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 the Servant Quarter.
  - 5.4. Not make any sort of construction, addition or alteration at the Servant Quarter or any part thereof.



- 5.5. The terms and conditions on the user of the Servant Quarter as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Servant Quarter.
6. The use of the Common Areas including but not limited to the Extra Curricular Facilities shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Extra Curricular Facilities) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter or the Development Manager liable in any manner for any accident or damage while enjoying the Common Areas including any Extra Curricular Facilities by the Purchaser or his family members or any other person.
7. **Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-Owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit out works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fit out or other activity.
8. To strictly abide by and ensure that all residents, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common Areas, waste management, enforcing security and smooth functioning of the Project or for any other manner related to the Common Purposes.
8. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best

standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

9. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
10. Not to close or permit the closing of windows nor open any new or additional window or any other apparatus protruding outside the exterior of the Designated Apartment nor to put or fix shades, awnings, window guards or any temporary article to be hung from or placed outside the window of the said Building.
11. Not to erect or install on the windows of the Designated Apartment or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Designated Apartment nor to block up, darken, or obstruct or obscure any of the windows or lights belonging to the Designated Apartment or to any part of the said Building.
12. To keep the Designated Apartment and every part thereof clean and hygienic and tidy and to keep all pipes drains basins sinks and water closets if any in the Designated Apartment clean and unblocked.
9. Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the said Building save at the place as be approved or provided by the Maintenance-in-Charge nor to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Designated Apartment or any part of the said Building any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Promoter **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of its Unit at a specified area at the entrance of the Designated Apartment.
10. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 6 (six) months from the date of possession.

11. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Building/s at the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Building/s at the Project or any part thereof.
12. Not to affix or install any further or additional electrical points otherwise than through competent electrical contractor who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Purchaser will be required to submit proper electrical plans to the relevant authorities, if and as applicable, for approval.
13. Not to place or take into the lifts, without the prior approval of the Maintenance-in-Charge, any baggage, furniture, heavy articles or other goods.
14. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
15. Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah/open terrace if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Building/s at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
16. Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
17. Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
18. Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of

the Designated Apartment and/or the said Project or permit or suffer anyone at the property expressly or impliedly with its permission or under its control to do so.

19. No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
20. To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Building/s at the Project 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 the Designated Apartment within 7 (seven) days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout.
21. To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Vendors and the Promoter and the Development Manager and all other persons entitled thereto.
22. Not to tamper, remove, damage, drill or allow or permit any shifting or removal of the fire fighting pipelines, sprinkler system and other fire prevention infrastructure provided by the Promoter inside the Designated Apartment in any manner whatsoever and to maintain the same as per the prescribed rules and law applicable thereto. In case of any change of requirement in the fire protection or prevention measures, to comply with and adhere the same and install and maintain all necessary fire fighting and sensing system gadgets and equipment as required under such changed circumstance in the Designated Apartment and shall keep the Designated Apartment free from all hazards relating to fire. All costs of installation maintenance and operation (including for any repairs, replacements or renewals) thereof shall be paid by the Purchaser.
23. To keep the Designated Apartment under its own lock and key and be responsible for safety and security of all its fit-outs and belongings at the Designated Apartment.
24. To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Building/s at the Project

and not to do or cause to be done anything in or around the Designated Apartment 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 the Designated Apartment.

25. 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 Building/s at the Project or may cause any increase in the premia payable in respect thereof.
26. Not to put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Purchaser therefor. The air conditioners used inside the Designated Apartment and its technology will have to adhere to VRF (Variable Refrigerant Flow) Technology and shall not be changed except with the written consent of the Promoter. The wires pipelines and other connections between the outdoor and the indoor units shall pass only through floor lobby ducts specifically meant and identified therefor by the Promoter.
27. To draw cables, wires, pipes, air conditioner related pipes connecting the units at the VRF etc., only through the common ducts/voids meant therefor and no wire shall be hanged or connected from outside the said Building.
28. Not to commit or permit to be committed any alteration or changes in, or draw from outside the Building/s at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
29. To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
30. Not do or cause to be done any act, deed, matter or thing whereby any rights of the Promoter and the Development Manager or any other Unit Holder are or may be prejudicially affected, impaired or put to jeopardy.
31. Not to deface, mutilate, scratch, colour, write upon or otherwise spoil the walls or the said Building or any part of the Project or any Common Areas including lift and not to affix posters or hang festoons, spit or spread dirt or do any other act which may affect the neatness or cleanliness of the Project.
32. Not to cover or damage the security cameras in any manner nor to do any act deed or thing which may affect the viewing or recording of camera output in any manner whatsoever.

33. To keep the Designated Apartment insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Promoter and the Development Manager shall not be liable or responsible in any manner therefor nor for any loss or damage that the Purchaser may suffer due to theft, pilferage, fire, destruction, leakage, flooding, water-logging or otherwise.
34. Not to make any construction, addition or alteration nor cover or enclose the fire refuge platforms nor use the same in any manner whatsoever.
35. Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
36. To maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
37. Not to alter the outer elevation or façade or colour scheme of the Building/s at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Building/s at the Project 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.
38. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

39. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
40. Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other Co-owners.
13. To allow and permit the Promoter and the Development Manager the following rights and authorities:-
  - (i) The Promoter and the Development Manager shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and the Development Manager and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
  - (ii) The Promoter and the Development Manager shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter and the Development Manager in their sole discretion, may think fit and proper) with the owner, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the owner/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter and the Development Manager shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Building/s or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such owner/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

14. The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property Tax, Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Apartment directly to the Kolkata Municipal Corporation Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Promoter proportionate share of all such rates and taxes assessed on the said Land.
  - (ii) All other taxes, impositions, levies, duties, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings (including tube-well Licence fee, drainage fee/tax) whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of the Designated Apartment or the said Building or the said Land and whether demanded from or payable by the Purchaser or the Promoter and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the said Building or the said Land.
  - (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment on the basis of the reading shown in the meter provided for the Designated Apartment by the CESC Limited or such minimum and other charges as demanded by the CESC Limited and such charges shall be solely and exclusively paid by the Purchaser directly to the CESC Limited within the due dates thereof.
  - (iv) Operational costs and charges for enjoying and/or availing and consuming power from the common Generator to be installed and the same shall be payable to the Maintenance-in-Charge based on the reading shown in the meter provided for the Designated Apartment by the Promoter it being clarified that the Purchaser shall be liable to pay such minimum monthly charges as may be decided by the Maintenance In-charge taking into account the load taken by the Purchaser.
  - (v) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated



Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

- (vi) Charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Unit Holders, proportionately to the Maintenance-in-Charge or the appropriate authorities as the case may be.
- (vii) Proportionate share of all Common Expenses to be paid to the Maintenance-in-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance-in-Charge, maintenance charges calculated @ Rs.\_\_\_\_/- (Rupees \_\_\_\_ ) **only** per square foot per month of the Unit Area for CAM mentioned in clause 17 of **Schedule A-2** above. 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 cost involved in the same. It is made clear that the said monthly maintenance charges does not include any payment or contribution towards the repair, replacement, reinstatement etc. of any common area equipment or installation and the Purchaser undertakes and binds himself to pay proportionate share of all costs charges and expenses on account of such repair, replacement, reinstatement etc., as be demanded by the Maintenance-in-Charge from time to time.
- (viii) In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @ Rs.\_\_\_\_ /- **per annum** to be increased every 3 (three) years by \_\_\_\_% (\_\_\_\_percent) of the amount then payable.
- (ix) In case the Purchaser taking parking facility in the Mechanical Parking System, proportionate share of all fees, costs, charges, taxes and expenses for managing maintaining, up-keeping, running and operation of the Mechanical Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation etc.

- (x) Goods and Service Tax and any applicable tax, cess, imposition or levy whether existing or as may be imposed or revised in future in respect of the Designated Apartment or in respect of any amounts and outgoings payable in respect of the Designated Apartment also all penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
  - (xi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 14.1 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 (seven) days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Apartment Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default.
- 14.2 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 14.3 Furthermore, the maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non user or non requirement in respect of any common area or installations or parking facility (if so granted) shall not be nor be claimed to be a ground for nonpayment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charges.
- 14.4 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the taxes and outgoings or any other amounts payable by the Purchaser under

these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-Charge, interest at the rate of \_\_\_\_% (\_\_\_\_ percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-Charge, shall be entitled to take all or any one or more of the following recourses, in any priority to (i) disconnect the supply of electricity to the Designated Apartment, (ii) withhold and stop all other utilities and facilities (including lifts, generators, water, etc.,) to the Purchaser and its agents, tenants or licencees and/or the Designated Apartment, (iii) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Apartment, (iv) carry out any required remedial measures in which event all costs and expenses incurred thereby together with penalty equivalent to \_\_\_\_% (\_\_\_\_ percent) of such costs and expenses shall be paid by the Purchaser to the Maintenance-in-Charge forthwith on demand and (v) the Purchaser shall compensate and also indemnify the Promoter and the Development Manager and all other affected persons and the Maintenance In-charge for all losses or damages that they may suffer or incur owing to such default of the Purchaser.

- 14.5 It is further agreed that the Promoter and the Development Manager shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.
- 14.6 The Purchaser shall be and remain responsible for and to indemnify the Promoter and the Development Manager and the Association against all damages costs claims demands and proceedings occasioned to the said Land or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Promoter and the Development Manager against all actions claims proceedings costs expenses and demands made against or suffered by the Promoter and the Development Manager as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

#### SCHEDULE E-2

**COMMON EXPENSES SHALL INCLUDE THE FOLLOWING ("COMMON EXPENSES"):**

- I. **MAINTENANCE:** All costs and expenses of maintaining (including annual maintenance contracts), repairing, replacing, restoring, updating, upgrading, painting, repainting, fixing, decorating, renewing, cleaning, lighting etc., as may be required from time to time, of the main structure and facade of the said Building, its external glazing, inter locking etc., and of the roof of the Designated Apartment to the extent of leakage and drainage, the Common Areas, Security System (including CCTV), Generator Set, Fire-Fighting systems and equipments, Elevator Systems, common pipes/drains, gutters/conduits/cables/wires/machineries/fixtures/ fittings/equipments (including equipments installed at the Extra Curricular facilities) etc., in the Project and any other area, installation or facility enjoyed or used by the Purchaser in common with the Promoter and the Development Manager and other Unit Holders or serving more than one unit.
- II. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas, Security System (including CCTV), Generator Set, Fire-Fighting systems and equipments, Elevator Systems, common pipes/drains, gutters/conduits/cables/wires/machineries/fixtures/ fittings/equipments (including equipments installed at the Extra Curricular facilities) etc., in the Project and any other area, installation or facility enjoyed or used by the Purchaser in common with the Promoter and the Development Manager and other Unit Holders or serving more than one unit and also the costs of repairing, renovating and replacing the same, including expenses on account of AMC (Annual Maintenance Contract) for all machines equipments and installations comprised in the Common Areas.
- III. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
- IV. **MAINTENANCE-IN-CHARGE:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance-in-Charge until handing over the same to the Association.
- V. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).

- VI. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or of the Common Areas and also for any other areas as the Maintenance-in-Charge may deem fit and proper for earthquake, damages, fire, lightning, mob, violence, civil commotion and other risks, if insured.
- VII. **GREEN BUILDING:** All fees, costs, charges and expenses for the renewal and/or continuance of the certification of the said Building as an Indian Green Building Council (IGBC) Certified Green Building and for maintenance management upkeep of the machinery and equipments installed at the said Building as per the IGBC Norms and/or the relevant authorities.
- VIII. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- IX. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- X. **REPAIRS RENOVATIONS AND REFURBISHMENTS:** All expenses and costs and charges for regular repairs renovations and refurbishments from time to time of various installations and also the Project including expenditure of capital nature.
- XI. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces excluding MLCP and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- XII. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and the Development Manager and/or the Maintenance-in-Charge for the common purposes and/or the Association.

RECEIPT AND MEMO OF CONSIDERATION: