

Draft Sale Deed/2020/WBHARA

DEED OF SALE

THIS DEED OF SALE is executed at Kolkata on this _____ day of _____, 2020

BETWEEN

MESSRS SHREE NIL MADHAV CONSTRUCTION PVT. LTD. (PAN: AASCS2236B), (CIN U45400WB2012PTC186468), a Company incorporated under the Companies Act, 1956 having its registered Office at 54A, Raja Ram Mohan Roy Road, P.S Behala, P.O. Pachim Putiary, Kolkata 700041, represented by its Director **SRI BAIDYANATH ADHIKARY (PAN:AUHPA2892D, (Aadhar No. 7358 9022 4872)** son of Late Miru Adhikary, by Occupation Business, by Nationality Indian, by Religion Hindu, working for gain at 54A, Raja Ram Mohan Roy Road, P.S Behala, P.O. Pachim Putiary, Kolkata 700041 pursuant to the Company's Board Resolution dated 31.07.2020 hereinafter referred to as the "**OWNER**" (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successor or successors-in-interest and assigns) of the **FIRST PART**

And

M/S PHOENIX DEALERS LLP (PAN: AAYFP5464H), a Limited Liability Partnership Concern incorporated under The Limited Liability Partnership Act, 2008 and having its Registered Office at 19, R.N. Mukherjee Road, Eastern Building, 1st Floor, P.O. Bowbazar, P.S. Hare Street, Kolkata 700001, represented by its Partner **MR. GAUTAM SUREKA (PAN: ALQPS9287E) (Aadhar No. 2835 0334 4623)** son of Mr. Vijay Kumar Sureka, by Occupation Business, by Nationality Indian, by Religion Hindu, working for gain at 19, R.N. Mukherjee Road, Eastern Building, 1st Floor, P.O. Bowbazar, P.S. Hare Street, Kolkata 700001, pursuant to the Board Resolution dated 20.07.2020 (hereinafter referred to as the "**Promoter**"), which expression shall include its successors and assigns and/or assigns) of the **SECOND PART**:

And

_____, son/daughter of _____, by faith Hindu, by nationality Indian, by occupation _____, aged about _____, residing at _____ (PAN _____) (hereinafter referred to as the "**Allottee**"), which expression shall include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**:

Owner, Promoter and Allottee referred to as such or as Party and collectively Parties.

DEFINITIONS - For the purpose of this Deed, 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.

WHEREAS:

- A. By a deed of conveyance dated 14th March,2018 and registered in Book No.1, CD Volume no. 1602-2018, Pages 107088 to 107163, being Deed No. 160203034 for the year 2018, at the office of District Sub Registrar II, South 24 Parganas, the Owner herein purchased and acquired from the Vendors therein all that Municipal premises no. 64/16, Mahatma Gandhi Road, Kolkata-700041 having an area of 5 Cottahs 11 Chittacks 38 square feet more or less hereinafter referred to as **“the said property”** and morefully described in the **Schedule “A”** hereunder written, for the consideration and on the terms and conditions therein mentioned subject to occupation of tenants but otherwise free from all encumbrances.
- B. The Owner with an intention to construct a residential building on the said property caused a building plan sanctioned by the Kolkata Municipal Corporation vide Sanction Number: **B.P.No.2019130200 dated 02.01.2020.**

- C. For the purposes of developing the said Property, the Owner and the Promoter have entered into a Development Agreement dated 04.08.2020, registered in the Office of the A.R.A.-III, Kolkata recorded in Book I, being Deed No.2927 for the year 2020 ("Development Agreement") as per the said sanctioned plan and as per the specifications mentioned in the said Development Agreement and subject to an understanding that the entire payment received from the Allottee towards sale of unit/s and car parking spaces, shall be received by them in equal shares (50:50) and the Allottee shall issue such payments accordingly and on other terms and conditions therein mentioned.

- D. The Promoter commenced the construction of a new building on the said property as per the said sanctioned plan and as per the specifications mentioned in the said Development Agreement and the said property will be developed into a G+IV Residential Building comprising of independent Apartments, car parking spaces and common parts, portions and amenities and proposed as a “real estate project” by the Promoter and registered as a ‘real estate project’ (“the Real Estate Project or Project”) with the West Bengal Housing Industry Regulatory Authority (“Authority”), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

E. The Promoter has registered the Real Estate Project under the provisions of the Act (**Section 5**) with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under Registration No. _____.

- F. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted **Residential Apartment** No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less, being more particularly described in **Schedule B below** and the layout of the apartment is delineated in Red colour on the Plan annexed hereto (“**Said Apartment**”) in the upcoming new Building to be called as **PHOENIX-I** (“**Said Building**”) together with the right to park in the parking space/s more particularly described in **Schedule B below** (**Said Parking Space**) and together with pro rata share in the common areas of the Real Estate Project (Share In Common Areas), the said common areas of the Real Estate Project being described in **Schedule E below** (“**Common Areas**”) and also together with undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment (“**Land Share**”). The Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in **Schedule B below** (collectively “**Said Apartment And Appurtenances**”).
- G. By an Agreement for Sale dated _____, the Owner along with the Promoter agreed to sell and transfer the **Said Apartment And Appurtenances** in favour of the Allottee herein for a consideration of Rs. _____ and on the terms and conditions therein mentioned.
- H. The Allottee has from time to time made further payments to the Owner and the Promoter in equal shares towards part consideration under the said Agreement.
- I. The Promoter has completed the construction of the building comprising the **Said Apartment and Appurtenances**.
- J. The Promoter having completed construction of the said building duly obtained completion certificate dated _____ bearing Completion Case No. _____ under Rule 28 of the Kolkata Municipal Corporation Building Rules, 2009.
- K. The Promoter has given Notice to the Allottee to take possession of the **Said Apartment and Appurtenances**.
- L. The Allottee has inspected the said Apartment constructed and completed by the said Promoter and also of the said car parking space, with all the common facilities and amenities provided by the Promoter; And the Allottee is satisfied about the construction of the said Apartment and the materials used and about the correctness of the area contained in the said Apartment and is also satisfied about the situation and location of the said car parking spaces.
- M. Accordingly the Owner with the consent of the Promoter have agreed to grant conveyance of the **Said Apartment And Appurtenances** in consideration of the said agreed price paid by the Allottee and subject to the Allottee covenants obligations responsibilities and also the terms and conditions to be fulfilled and performed and observed by the Allottee hereinafter stated.

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement made between the Parties hereto and in consideration of the said aggregate sum of **Rs.** _____ /- (**Rupees** _____ **only**) well and truly paid to the Owner and the Promoter in equal shares by the Allottee at or before the execution of these presents (the receipt whereof the Owner and the said Promoter do hereby as also by the receipt hereunder written admit and acknowledge and confirm and do hereby discharge the

Allottee and the **Said Apartment And Appurtenances** forever and absolutely from the payment of the same), the Owner herein along with the Promoter do hereby jointly grant convey sell transfer assure and assign unto the said Allottee herein **ALL THAT Residential Apartment** No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less, being more particularly described in **Schedule B below** and the layout of the apartment is delineated in Redcolour on the Plan annexed hereto ("**Said Apartment**") in the upcoming new Building to be called as **PHOENIX-2** ("**Said Building**") together with the right to park in the parking space/s more particularly described in **Schedule B below** (**Said Parking Space**) and together with pro rata share in the common areas of the Real Estate Project (Share In Common Areas), the said common areas of the Real Estate Project being described in **Schedule E below** ("**Common Areas**") and also together with undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment ("**Land Share**"). The Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, collectively described in **Schedule B below** (collectively "**Said Apartment And Appurtenances**") AND ALSO TOGETHER WITH all rents issues and profits of and in connection with the **Said Apartment And Appurtenances** AND all the estate right title and interest of the Owner into and upon the **Said Apartment And Appurtenances** TO HAVE AND TO HOLD the said same absolutely and forever and TOGETHER WITH inheritance thereof free from all encumbrances suffered or created by the Owner and/or the Promoter BUT subject to the payment of proportionate share of land revenue, if any, AND also subject to the covenants running with the said land AND also subject to the Allottee performing fulfilling abiding by carrying out and observing the Allottee covenants including the restrictions binding on the Allottee as hereinafter contained relating to use, enjoyment and possession of the **Said Apartment And Appurtenances**; AND also subject to the Allottee paying and discharging all Corporation rates taxes and other statutory charges impositions taxes and levies in respect of the said **Said Apartment And Appurtenances** from the date of delivery of possession/date of commencement of liability whichever is earlier AND also subject to the Allottee paying proportionate share of common expenses and the share of the maintenance charges and the other charges and amounts in respect of the **Said Apartment And Appurtenances** to the said Promoter and/or the Maintenance Company or association as and when formed AND also subject to several terms and conditions and covenants on the part of the Allottee and to be fulfilled and carried out and performed by the Allottee as hereinstated.

I. THE OWNER DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:

1. The Owner has in pursuance of the said recited Conveyance/s, sufficient authority to grant, convey, transfer, assign and assure the **Said Apartment And Appurtenances** in the manner herein stated.
2. That it shall be lawful for the Allottee at all times hereafter to peaceably and quietly hold, occupy and enjoy the **Said Apartment And Appurtenances** without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the Owner but subject nevertheless to the provisions herein.
3. The Allottee shall have exclusive ownership of the **Said Apartment And Appurtenances**.

4. The Allottee shall also have undivided proportionate share in the Common Areas of the Real Estate Project (**described in Schedule E below**). Since the share/interest of the Allottee in the Common Areas of the Real Estate Project is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Real Estate Project along with other occupants/allottees of the Project, maintenance staff etc., without causing any inconvenience or hindrance to them.

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

1. The Promoter has in pursuance of the said recited Development Agreement, sufficient authority to grant, convey, transfer, assign and assure the **Said Apartment And Appurtenances** along with the Owner in the manner herein stated.
2. That it shall be lawful for the Allottee at all times hereafter to peaceably and quietly hold, occupy and enjoy the **Said Apartment And Appurtenances** without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the Promoter but subject nevertheless to the provisions herein.
3. It is agreed that in case any structural defect or any other defect in workmanship, quality 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 **within a period of 5 (five) years** by the Allottee from the date of obtaining the 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 aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.
4. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other allottee/person in the Real Estate Project and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of allottees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

III. THE ALLOTTEE DOTH HEREBY COVENANTS WITH THE OWNER AND THE PROMOTER as follows:

1. The Allottee along with other allottees (Unit Owners) amongst themselves shall form a Holding Organization which may be a Private Limited Company, Limited Liability Partnership firm and/or Society or Syndicate and/or Association of Persons (hereinafter referred to as “the HOLDING ORGANIZATION”).
2. The Allottee agrees to become a member of such Holding Organization and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organization.
3. So long as each Apartment/Unit in the said premises shall not be separately mutated and assessed by the Municipality and/or by the appropriate authority, the Allottee shall pay the proportionate share of all rates and taxes assessed on the whole premises from the date of notice of possession to the Promoter/Facility Manager within 7 days from the demand being made. Such proportion is to be determined by the Promoter on the basis of the proportionate area of the Allottees Apartment.
4. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottees since the project is completed. The cost of such maintenance will be paid/borne by the Allottee to the Promoter now till handover of maintenance of the Real Estate Project to the association of allottees and thereafter to the association of allottees. Maintenance Expenses wherever referred to in this Deed shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in **Schedule H below** (“**Common Expenses/Maintenance Charges**”). The proportionate share/common expenses payable by the Allottee shall be decided by the Promoter and/or the maintenance agency/association of allottees from time to time and the Allottee shall be liable to pay all such expenses. The statement of account of the apportionment of the charges as prepared by the Promoter/maintenance agency/association of allottees shall be conclusive and final.
5. The Allottee hereby purchased the **Said Apartment And Appurtenances** on the specific understanding that his/her/their/its right to use of the Common Area and the Common Facilities shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the Promoter/Holding Organization/Association of the Allottees (or the maintenance agency appointed by it) as the case may be and performance by the Allottee of his/her obligation in respect of the terms and conditions specified by the Maintenance Agency or the Association of Allottee/s from time to time.
6. In the event of the Allottee failing to make payment of the common area maintenance charges (hereinafter referred to as “**the CAM CHARGES**”) the Allottee shall be obligated to pay:
 - i) interest at the rate of 15% per annum on all amounts remaining outstanding
 - ii) Rs.2/- per sq.ft. per month as late charges

And if such default shall continue for more than thirty days then and in that event all expenses including reasonable attorney’s fees paid and/or incurred by the Promoter/Holding Organization in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Allottee.

7. The Allottee acknowledges that upkeep of the common parts and portions and rendition of common services is for the benefit of all the Unit owners in the said new building/s and non-payment thereof by the Allottee is likely to adversely affect the services and/or interest of the other Unit owners and as such in the event of any default on the part of the Allottee in making timely payment of such common expenses the Allottee shall be liable to pay interest at the rate of **15% per annum** on the amounts lying in arrears and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the said facilities and/or utilities and the Promoter and/or Holding Organization as the case may be shall be entitled to and the Allottee hereby consents:
- i) to discontinue the supply of electricity to the Allottee' Apartment/Unit
 - ii) to disrupt the supply of water
 - iii) to withdraw the lift facilities to the Allottee and/or to the members of his family including the Allottees' visitors, servants and agents And such facilities shall not be restored until such time the Allottee has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Promoter for realization of the amounts lying in arrears including reasonable attorney's fees paid and/or incurred by the Promoter/Holding Organization in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Allottee.
8. The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas of the Real Estate Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said 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.
9. The service areas, as located within the Said Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the allottees for rendering maintenance services.
10. The Allottee shall, after taking possession, be solely responsible to maintain the Said 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 Said Building, or the Said Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said 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 Said Building is not in any way damaged or jeopardized.

11. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Said Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.
 12. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
 13. The Allottee has deposited the amounts with the Promoter along with the proportionate amount of any amenities, if provided by the Promoter, as mentioned in **Schedule "F" herein below**, before taking over possession of the said Apartment.
 14. In addition to the aforesaid, the Allottee hereby agrees to observe and perform the stipulations, regulations and covenants (**collectively Covenants**), **described in Schedule G below**.
- IV.** All letters, receipts and/or notices issued by the Promoter herein or maintenance agency/association of allottees vide Emails/SMS to the Allottee will be sufficient proof of receipt of the same by the Allottee and shall effectually discharge the Promoter herein or maintenance agency/association of allottees. The Allottee, however, shall not be entitled to plead non-service by the Promoter herein or maintenance agency/association of allottees non-receipt by the Allottee of any notice, if such notice in writing has been duly displayed by the Promoter or maintenance agency/association of allottees at a prominent place at the said building. Notices by Email/SMS shall be acceptable and acknowledged by the Allottee and sending of notice by the Promoter herein or maintenance agency/association of allottees to the Allottee by post will be only precautionary and not compulsory.
- V.** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

SCHEDULE 'A'

(the said Property)

ALL THAT Bastu land having total measurement 5 (five) Cottahs 11(eleven) Chittacks 38 (thirty eight) Square Feet more or less along with structure thereon lying and situated at Corporation Premises No. 64/16, Mahatma Gandhi Road, Kolkata-700041, Police Station- Thakurpukur (presently Haridevpur), Kolkata Municipal Corporation, Ward No. 115, District- 24 Parganas (South), being a part of R.S Dag No.588, in Mouza- Sirity, J.L No. 11, part of R.S. Khatian Nos. 1091 and 1094, C.S. Khatian No. 607, R.S Nos. 186, 29 and 194 and butted and bounded in the following manner:

On the East: 20' feet wide common passage

On the West: Premises No. 64/17, M.G. Road

On the North: Premises No. 64/15, M.G. Road

On the South: 20' feet wide Road

SCHEDULE 'B'

(Said Apartment And Appurtenances)

ALL THAT the Residential Apartment No. _____ on the _____ Floor of the said building called "**PHOENIX-2**", having a carpet area of _____ **Sq.Ft.** more or less at the premises more fully described in the First Schedule above written and together with pro rata share in the common areas of the Real Estate Project (Share In Common Areas), and also together with undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Apartment TOGETHER WITH one covered car parking space on the ground floor thereto. (Plan attached delineating the Apartment in Red borders)

SCHEDULE 'C'

(Total Consideration)

The Total consideration of Rs. _____ plus GST (as applicable) in terms of payment plan mentioned in the Agreement has been paid by the Allottee to the Owner and the Promoter in equal shares/proportions, details whereof are mentioned in the Memo of Consideration herein below.

SCHEDULE 'D'

(Specifications)

STRUCTURE:	RCC Framed Structure.
EXTERIOR:	To Be Finished With Suitable Weather Proof Paint
INTERIOR WALLS:	Bricks Wall with Cement Plaster and Pop Finish.
LOOBY:	Elegant Vitrified Tiles.

FLOORING:	Marble.
PATHWAY:	Elegant Coloured Pavers Block.
STAIRWAY:	Marble.
WINDOWS:	Anodized Aluminum Windows.
TOILET:	Marble Flooring, Gazed Ceramic Tiles up to 7ft Height on Walls.
KITCHEN:	Heavy Duty semi Glazed Ceramic Tiles on Floor. Glazed Ceramic Tiles up to 2 Ft. above dodo, Black Granite Cooking Platform with Stainless Steel Sink.
DOORS:	Decorative Wooden Panelled Doors in Main entrance with night latch. IS approved flush doors in Bed room, kitchen, veranda toilet WC.
HARDWARE:	Brass or Stainless Steel hardware fitting of reputed make.
ELECTRICAL:	Concealed insulated copper wire modular switches, Cable TV, Telephone, intercom points in each flat.
WATER SUPPLY:	24 Hours Uninterrupted.
SANITARY FITTINGS & FIXTURES:	Ceramic basins & water closet of reputed make, wall mixture & other fittings of MARC.
COMMON FACILITIES:	1) Five passenger lift. 2) Standby Generator for lift & common area & emergency load for each flat at extra cost. 3) Security goomty for 24 hour duty

SCHEDULE 'E'

(Common Areas of the Real Estate Project)

1. Main Entrance;
2. Driveways and pathways;
3. Staircase on all the floors;
4. Staircase landings on all floors;
5. Common passage and lobby on the ground floor excepting car parking space;
6. liftwell, lift and lift room;
7. Overhead Water tank and supply pipes;
8. Drainage and sewers;
9. Pump House
10. Roof.

SCHEDULE 'F'

(Interest Free Deposits and charges, Legal Fees)

1. Maintenance deposit - 12 months advance maintenance charges for the said Apartment.
2. Sinking Fund – Rs.25,000/- (This amount is payable as funds for future repairs replacement, improvements and developments in the said Project. This amount shall be and/or may be adjusted against any arrears in maintenance charges and/or applicable taxes as the Promoter or the Association deem fit and proper) -
3. **Transformer Charges & Electricity Charges-** Rs.20,000/- Provided the Allottee shall pay the Deposit to CESC Ltd. directly on account of Individual Meter on actual.
4. **Diesel Generator Power Backup-** Rs.30,000 for 1 Kilowatt power backup.
5. **Property tax deposit-** Rs.15,000/- (This amount is payable against proportionate share of Property Tax for the said Apartment for twelve months)
6. Legal fees- Rs.15,000/- has been paid for the Agreement and Rs.15,000/- for this Deed of Sale.

Note: Deposits shall be transferred by the Promoter to the Association at the time of handing over management and maintenance to the allottees in terms of this Agreement. It being specifically understood that as and when by reason of deduction by the Promoter or the Association of the amounts of the costs, taxes, outgoings and expenses as aforesaid out of the said deposits stands reduced the Allottee will further pay such further amounts so as to make up the said deposits herein above stated and shall always continue to maintain both the said deposits deposited.

SCHEDULE 'G'
(Covenants)

Since the Allottee has taken over possession of the said Apartment/Unit, the Allottee as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co- Allottee and/or co-buyers and the Promoter in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Promoter and upon formation of the Holding Organization by such Holding Organization.
- c) TO ALLOW the Promoter and/or their authorized representative and upon formation of association or management company, such association or management company to enter into the said Apartment and/or common parts and areas, for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned herein proportionately for the building and/or common parts/areas and wholly for the said Apartment/Unit and/ or to make deposits on account thereof in the manner mentioned hereunder to or with the Promoter and formation of association or management company to such association or management company . Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Allottee.

- e) TO keep deposited the amounts reasonably required with the Promoter and upon formation of association or management company to such association or management company as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- g) To use the said Apartment/Unit for residential purposes only and for no other purpose whatsoever or howsoever.
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Apartment/Unit.
- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Apartment/Unit.
- j) To keep the said Apartment in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Apartment/Unit.

The Allottee hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Apartment and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Allottee's enjoyment of the said Apartment.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Apartment any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Apartment save and except at the places, which have been specified in the said Apartment for such installation.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Apartment or adjacent to the said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

- i) NOT to use the said Apartment or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
- j) NOT to slaughter or permit to be slaughtered any animal and/or bird either on festive occasions or on any occasion whatsoever nor shall display outside their Apartment any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring any slaughtered animal and/or bird openly through the corridor and/or entrance and nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
- k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Apartment nor to permit or suffered to be done into or upon the said Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
- l) NOT to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment/unit in the said residential complex.
- m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
- n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
- o) NOT TO damage or demolish or cause to be damaged or demolished the said Apartment or any part thereof or the fittings and fixtures affixed thereto.
- p) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment which in the opinion of the Promoter /association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter /association may affect the elevation in respect of the exterior walls of the said building.
- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Promoter and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Promoter / Architect / association.
- r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

- s) NOT TO make in the said Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Promoter /FMC and/or any concerned authority.
- t) THE Allottee shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Allottee shall be entitled to avail of the central antenna facilities to be provided by the Promoter /FMC to the Allottee and also the other owners of the units in the said Premises at their cost.
- u) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutchra or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Promoter/association.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Promoter and upon appointment of the FMC by such FMC.
- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.

CAR PARKING:

- a) It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Allottee shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Allottee shall be entitled to use or cause to be used the car parking space allotted to him/ her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- b) Parking of Car will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted.

- c) THE said Parking Space/s shall be used only for the Purpose of Parking of car.
- d) THE Allottee shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of car.
- e) THE Allottee shall not park nor shall permit anybody to park the car in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- f) In the event of the Allottee washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Allottee to clean up the entire space.
- g) THE Allottee shall not be entitled to cover up and/or make any construction on the said Parking Space(s) and/or open spaces.
- h) NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- i) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the association.
- j) MUST NOT let, or part with possession of the Car Parking Space excepting as a whole with the said Apartment to anyone else excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

(The aforesaid negative covenants are independent of each other and are capable of being enforced independently).

SCHEDULE 'H'

(Common Expenses/Maintenance Charges)

1. All costs of maintenance, operating, replacing, white washing, painting, insurance, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and common portions and also the outer walls of the building and parking spaces and also for security of the said building.
2. The salaries of all persons employed for the same purpose.
3. All charges and deposits for supplies of common utilities.
4. Municipal taxes and other outgoings save those separately assessed or charged or claimed for or on the respective Apartment/Unit.
5. Costs and charges of establishing for maintenance of the building and for watch and ward staff.
6. All litigation expenses appertaining to the maintenance and protection of the said building and disputes regarding claims and/or demands from the Corporation and/or other Legal Authorities.
7. The office expenses incurred for maintaining the office for common purposes.
8. All other expenses and outgoings as are deemed by the Promoter to be necessary or incidental for and regulating interest and/or the rights of the Allottees and occupiers including Promoter.

Note: Maintenance charges @Rs.2/- per square feet calculated on carpet area of the Apartment shall be payable per month by the Allottee to the Promoter.

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

SIGNED AND DELIVERED by the Owner:

SIGNED AND DELIVERED by the
Promoter:

SIGNED AND DELIVERED by the Allottee:

All at Kolkata and all in the presence of

WITNESSES:-

Signature:- _____

1. Name:

Signature:- _____

2. Name:

Drafted by:

RECEIVED from the within named Allottee the within mentioned sum of Rs. _____ payable at or before the execution of these presents as per memo below.

MEMO OF CONSIDERATION

Sl. No.	Cheque/DD No.	Date	Name of the Bank	Amount (in Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Owner and Promoter)

WITNESSES:

Signature- _____

1. Name:

Signature- _____

2. Name: