

## SALE DEED

**THIS INDENTURE** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

### BY AND BETWEEN

**M/S. MULTILINE GROUP (PAN -AAYFM3480A)** a partnership firm, having its office at 81, Green Park, P.O. -Narendrapur, P.S.- Sonarpur, Kolkata – 700103, represented by partners namely:

**SRI PAWAN AGARWAL (PAN AFXPA0641R)**, son of Sri Babulal Agarwal, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 4 Sight Model Town Complex, Madhya Balia, Flat No.E121, P.O. Garia, P.S. Sonarpur, Kolkata – 700 084 in the District 24 Parganas (South), **(2) SRI SUBHAJIT CHAKRABORTY, (PAN AJFPC6541A)**, son of Late Mohan Lal Chakraborty, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at S.B. Road Rajpur, P.O. Rajpur, P.S. Sonarpur, Kolkata – 700 149 in the District 24 Parganas (South, 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 nominees and assigns) of the **ONE PART:**

### AND

**(1) SHAMBHU NATH DAS (PAN AGFPD4210Q), (ADHAAR NO. 5773 2949 9635)** son of Sri Anil Kumar Das, by faith – Hindu, by Nationality – Indian, by occupation – service, residing at Village and Post Office – Dakshin Jagaddal, Police Station – Sonarpur, Kolkata -700 151, **2) SANTI PRIYA HOWLY, (PAN AMBPH4474Q), (ADHAAR NO. 3896 8046 4909)** son of Shibapada Howly, by faith – Hindu, by Nationality – Indian, by occupation – service, Kolkata -700 151, residing at Kattayanitala St. Post Office – Dakshin Jagaddal, Police Station – Sonarpur, Kolkata -700 151, **3) SWAPAN MUKHERJEE, (PAN AMEPM7645R), (ADHAAR NO. 9303 2807 6697)** son of Satkari Mukherjee, by faith – Hindu, by Nationality – Indian, by occupation –Business, Kolkata -700 151, residing at Kattayanitala

St. Post Office – Dakshin Jagaddal, Police Station – Sonarpur, Kolkata -700 151,  
**4) SHYAMAL BHOWMICK, (PAN AHPPB0364E)**, son of Late Narendra Nath Bhowmick, by faith – Hindu, by Nationality – Indian, by occupation – business, residing at Jagaddal, Post Office – Dakshin Jagaddal, Police Station – Sonarpur, Kolkata -700 151 jointly hereinafter called and referred to as the **“LAND OWNERS/VENDORS”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, successors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

**AND**

**MR.** \_\_\_\_\_ (PAN \_\_\_\_\_) son of \_\_\_\_\_ having his present address at \_\_\_\_\_ and hereinafter referred to as **“the ALLOTTEE / PURCHASER”** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his and each of his respective heirs legal representatives executors administrators) of the **OTHER PART**:

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

**WHEREAS:**

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in Annexure "A" hereto shall have the meaning assigned to them as therein mentioned.
- B. The Owners No. 1 herein got and acquired ALL THAT a piece and parcel of homestead land measuring 3 cottahs 0 chittaks 22.5 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana – Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in

C.S. Dag no. 3114, 3115, R.S. dag No. 3114/3499 & 3115/3501, appertaining to R.S. Khatian No. 664, under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, being part of Holding No. 134, Kattyanitala Street, Sub-registry office at Sonarpur, in the district of South 24 Parganas, more fully described in the first schedule hereunder written, by a Bengali Deed of Gift, dated 12.2.2013, registered in the office of A.D.S.R. at Sonarpur and recorded in Book No. 1, CD Volume No. 4, pages from 5684 to 5694, deed no. 01599, for the year 2013, from his father Sri ShibpadaHowly.

The Owners No. 2 herein got and acquired ALL THAT a piece and parcel of homestead land measuring 50decimals more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana – Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in C.S. Dag & R.S. dag no. 3114 (29 decimals)C.S. Dag & R.S. dag no. 3115 (21 decimals), appertaining to R.S. Khatian No. 664, under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, Sub-registry office at Sonarpur, in the district of South 24 Parganas, morefully described in the first schedule hereunder written, by a Bengali Deed of Gift, dated 23.3.1966, registered in the office of S.R. at Baruipur and recorded in Book No. 1, Volume No. 51, pages from 98 to 100, deed no. 3488, for the year 1966, from his Laksmi Narayan Mukhopadhyay, son of Rameswar Mukhopadhyay.

Being the owner of the said land, the said Swapan Kumar Mukhgerjee mutated his name in the office of the Rajpur Sonarpur Municipality in respect of the said land, which was known as Municipal holding no. 128, Katyanitala Street, and also recorded his name in the office of the district collector, (B.L. & L.R.O.) and the said land is recorded as L.R. Dag no. 3157 and 3158 under L.R. 1697 in the L.R. Settlement records of right as the absolute owner thereof.

The Owners No. 3 herein purchased ALL THAT a piece and parcel of homestead land measuring 7 cottahs 8 chittaks 0 sq.ft. more or less, with a

structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana – Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in C.S. Dag no. & R.S. dag No. 3150, appertaining to R.S. Khatian No. 663, corresponding to L.R. Dag no. 3196 under L.R. Khatian no 370 under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, Sub-registry office at Sonarpur, in the district of South 24 Parganas, morefully described in the first schedule hereunder written, by two separate Bengali Deed of Sale, out of which one dated 9/10/2002, registered in the office of D.S.R.IV at Alipore and recorded in Book No. 1, Volumn No. 20, pages from 25 to 39, deed no. 02385, for the year 2006, and other deed registered dated 18/5/2004, Volume No. 45, pages from 2542 to 2556, deed no. 05912, for the year 2006, from the then lawful owner Smt. Krishna Kumari Dasi, wife of Late Ratan Ch. Mondal, through her constitute Attorney Sri Panchanan Mondal, son of Late Ratan Ch. Mondal.

The Owners No. 4 herein purchased ALL THAT a piece and parcel of homestead land measuring 2 cottahs 11 chittaks 0 sq.ft. more or less, with a structure standing thereon, situated at Mouza-Jagaddal, J.L. 71, Pargana – Magura, Touzi No. 47,49,64,63,68 R.S. No. 233, comprised in C.S. Dag no. & R.S. dag No. 3149, appertaining to R.S. Khatian No. 660, under L.R. Khatian no 370 under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward no. 25, Sub-registry office at Sonarpur, in the district of South 24 Parganas, morefully described in the first schedule hereunder written, by a Bengali Deed of Sale dated 4/6/2008, registered in the office of A.D.S.R. at Sonarpur and recorded in Book No. 1, CD Volume No. 14, pages from 3465 to 3477, deed no. 5464, for the year 2008, from Sri Dwaipayan Bhattacharya, son of Ashutosh Bhattacharya.

Being the owner of the said land, the said ShambhuNath Das mutated his name in the office of the Rajpur Sonarpur Municipality in respect of the said land, which was known as Municipal Holding No. 424, K.M. Roy Chowdhury Road.

The said Sri Shanti Priya Howly granted, transferred and conveyed by way of gift undivided 4 chittaks out of 3 cottahs 25 sq.ft.R.S. dag No. 3114, 3115, L.R. dag no 3157 & 3158, under R.S. Khatian No. 664, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 22/2/2013, registered at A.R.A-I, Kolkata, vide Book No. 1, CD Volume No. 5, pages from 5889 to 5899, deed no. 02414, for the year 2013, unto the said Sri Swapan Kumar Mukherjee.

The said Sri Swapan Kumar Mukherjee granted, transferred and conveyed by way of gift undivided 2 chittaks out of 8 cottahs 11 chittaks more or less of R.S. dag No. 3115, L.R. dag no 3158, under R.S. Khatian No. 664, L.R. Khatian no. 1697, and 2 chittaks out of 2 cottahs 30 sq.ft.R.S. dag No. 3114, L.R. dag no 3157, under R.S. Khatian No. 664, L.R. Khatian no. 1697, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 22/2/2013, registered at A.R.A-I, Kolkata, vide Book No. 1, CD Volume No. 5, pages from 5900 to 5911, deed no. 02415, for the year 2013, unto the said Sri Shanti Priya Howly.

The said Sri Shambhu Nath Das granted, transferred and conveyed by way of gift undivided 2 chittaks out of 2 cottahs 11 chittaks more or less of C.S. & R.S. dag No. 3149, L.R. dag no 3195, under R.S. Khatian No. 660, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volume No. 24, pages from 5951 to 5960, deed no. 11772, for the year 2014, unto the said Sri Shyamal Bhowmick.

The said Sri Shyamal Bhowmick granted, transferred and conveyed by way of gift undivided 2 chittaks out of 7 cottahs 8 chittaks more or less of C.S. & R.S. dag No. 3150, L.R. dag no 3196, under R.S. Khatian No. 663, L.R. Khatian no. 370, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volume No. 24, pages from 5941 to 5950, deed no. 11773, for the year 2014, unto the said Sri Shambhu Nath Das.

The said Sri Shyamal Bhowmick & Sri Shambhu Nath Das granted, transferred and conveyed by way of gift undivided 2 chittaks out of 10 cottahs 3 chittaks more or less of C.S. & R.S. dag No. 3149 & 3150, L.R. dag no 3195 & 3196, under R.S. Khatian No. 660 & 663, L.R. Khatian no. 370, of mouza – jagaddal, more fully described in the first schedule hereunder written, by a deed of gift dated 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volumn No. 24, pages from 5926 to 5940, deed no. 11774, for the year 2014, unto the said Sri Shanti Priya Howly & Sri Swapan Kumar Mukherjee.

The said Sri Shanti Priya Howly & Sri Swapan Kumar Mukherjee granted, transferred and conveyed by way of gift undivided 4 chittaks out of 13 cottahs 12 chittaks 7 sq.ft. more or less of C.S. & R.S. dag No. 3114 & 3115, R.S. dag no. 3114 & 3115, 3114/3499 & 3115/3501, L.R. dag no 3157 & 3158, under R.S. Khatian No. 664 & 663, L.R. Khatian no. 1697, of mouza – Jagaddal, more fully described in the first schedule hereunder written, by a deed of gift dated 9/12/2014, registered at A.D.S.R. Sonarpur, vide Book No. 1, CD Volume No. 24, pages from 5911 to 5925, deed no. 11775, for the year 2014, unto the said Sri Shyamal Bhowmick & Sri Shambhu Nath Das.

Thus the owners herein jointly seized and possessed of the aforesaid four adjoining plots total land measuring 23 Cottahs 15 Chittaks 7.5 sq.ft. be the same a little more or less with structure standing thereon, and got their names mutated in the office of the Rajpur Sonarpur Municipality and the said property since known and numbered as Municipal holding no. 128, Katyanitala Street, Ward no. 25, upon payment of rates and taxes thereto and subsequently they recorded their names in the office of the district collector, (B.L. & L.R.O. concerned) their names are recorded in the recent published L.R. settlement records of rights as the absolute owners in their respective share.

Thus the owners herein jointly seized and possessed of the said land measuring 23 Cottahs 15 Chittaks 7.5 sq.ft. more or less with structure

standing thereon, out of which land measuring 3 Cottahs 22.5 sq.ft. owner no. 1 Sri Shanti Priya Howly, land measuring 10 Cottahs 11 Chittaks of theowner no. 2 herein Sri Swapan Kumar Mukherjee,land measuring 7 Cottahs 8 Chittaks of theowner no. 3 herein Sri Shyamal Bhowmick and land measuring 2 Cottahs 11 Chittaks of theowner no. 4 herein Sri Shambhu Nath Das, all having unfettered right, title and interest thereto and free from all encumbrances.

With a view to develop the said property, the owners herein entered into a Development Agreement, dated 02-04-2015 with the developer herein for development of the said land measuring 23 Cottahs 15 chittaks 7.5 sq.ft. be the same little more or less, for construction of a G+IV storied building as per plan to be sanctioned by the Rajpur Sonarpur Municipality at the cost of the Developer herein after demolishing the existing structure thereon under certain terms and conditions contained therein and the said agreement was duly registered at D.S.R. – IV, Alipore and recorded in Book No. I, CD Volume No. 10, Pages 5667 to 5694, being No. 03005 for the year 2015 and the said owners also granted a General Power of Attorney on 02-04-2015 in favour of the Developer, registered in the D.S.R. – IV, Alipore and recorded in Book No. I, CD Volume No. 10, Pages 5573 to 5591, being No. 03006 for the year 2015.

- D. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and Rajpur-Sonerpur Municipality has issued completion certificate vide \_\_\_\_\_ dated \_\_\_\_\_.
- E. By an Agreement for Sale dated \_\_\_\_\_ and registered with the \_\_\_\_\_ in \_\_\_\_\_, the Promoter agreed to sell and transfer to the Allottee All Thatthe said Apartment/ Unit (as hereinafter defined) described in the SECOND SCHEDULE for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the Sale Agreement"), which stands modified and/or superceded by these presents.

- F. The construction of the said Apartment is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on \_\_\_\_\_.
- G. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- H. The Allottee has now requested the Promoter to convey the said Apartment in favour of the Allottee. The Land Owner has agreed to join in as party to this deed.
- I. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Land Owner to the said Premises;
  - (ii) The rights of the Promoter under the Development Agreements;
  - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
  - (iv) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
  - (v) The total area comprised in the said Apartment / Unit.
  - (vi) The Completion Certificate.
  - (vii) The scheme of user and enjoyment of the Common Areas and Installations, as also the Broad Infrastructure, as contained elsewhere in these presents and also in the Sale Agreement.

I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit



and acknowledge), the Land Owner and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (each of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations to the Association of the Allottee described in the **THIRD SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations, as also the Broad Infrastructure, proportionately.

**II. THE LAND OWNER AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-**

- i) The interest which the Land Owner and the Promoter respectively 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 Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment / Unit and every part thereof and to receive the rents issues and profits thereof without any

interruption disturbance claim or demand whatsoever from or by the Land Owner or the Promoter.

- iii) The Land Owner and the Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Land Owner and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

**III. THE ALLOTTEE DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PROMOTER AND THE LAND OWNER as follows:**

- 1. The Allottee so as to bind himself to the Promoter and the Land Owner and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owner and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.

## 2. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in Annexure "B" hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

It is agreed and clarified that the Association of Allottees has already been formed and the same is now in charge of the Common Areas and Installations and the Promoter or the Land Owner shall not be held liable therefor in any manner whatsoever.

3. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part / phase thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owner, as per their respective entitlements, shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter and/or the Land Owner shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owner fully indemnified with regard thereto;

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Sale Deed at \_\_\_\_\_ in the presence of attesting witness, signing as such on the day first above written.

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

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

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

WITNESSES TO ALL THE ABOVE:

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

## SCHEDULES

**THE FIRST SCHEDULE ABOVE REFERRED TO:****(said Premises)**

**ALL THAT** piece and parcel of land measuring 23 Cottahs 15 Chittaks 7.5 sq. ft. be the same a little more or less together with structure standing thereon situate at Mouza – Jagaddal, J.L. No. 71, Pargana – Magura, Touzi Nos. 47, 49, 64, 63 & 68, R.S. No. 233, comprised in C.S. Dag Nos. 3114 & 3115, R.S. Dag Nos. 3114, 3115, 3149 & 3150, L.R. Dag Nos. 3157, 3158, 3195 & 3196, appertaining to R.S. Khatian Nos. 660, 663 & 664, L.R. Khatian Nos. 1697 & 370, under P.S. Sonarpur, at present lying within the limits of the Rajpur Sonarpur Municipality, Ward No. 25, being Municipal Holding No. 128, Katyani Tala Street, Sub-Registry office at Sonarpur in the District of South 24 Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

- ON THE NORTH : Dag Nos. 3157, 3114 (P) & 8 ft. wide Common Passage.  
 ON THE SOUTH : Dag Nos. 3149(P), 3150, 3151, 3115(P), 3115/3501 & 3114/3944.  
 ON THE EAST : Dag Nos. 3152 & 3156.  
 ON THE WEST : 24 ft. wide Municipal Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:****(UNIT)**

**All That** the Residential Flat / Apartment bearing No.\_\_\_\_containing a **Carpet Area** of \_\_\_\_\_Square Feet[**Built-up Area** whereof being \_\_\_\_\_Square Feet] more or less on the \_\_\_\_\_ **floor**of the **Tower Building** at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in **“Red”**.

TOGETHER WITH the right to park \_\_\_\_ numbers of **standard** in the covered space in the Parking Area exact location to be identified by the Promoter on or before the Deemed Date of Possession.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Areas and Installations)**

- a) The foundation, column, girder, beams, supports, main walls, corridors, lobbies, staircase, stair ways, landing, side space, entrance, and exit and roof of the building.
- b) The installation of common services such as power lift, light, water, drainage and sewerage line and boundary wall etc.
- c) The underground and overhead water tank, water pump motor, water pipes and tap water connection electrical equipment apparatus and installations existing for common use.
- d) All other common parts of the property necessary or convenient to its existence maintenance for common use

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the building and enjoyed or used by the allottees in common with each other, main entrance and exit gates, landings and staircases of the said Buildings and enjoyed by the allottees in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so

enjoyed or used by the allottees in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including, Lifts, Water Pump with Motor, Generator, Fire Fighting Equipments and accessories, CCTV, Security Systems, Deep Tube Well, Equipments and accessories in or for the Residents' Club or the air-conditioned hall etc., if and as applicable) and also the costs of repairing, renovating and replacing the same.
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftmen etc.) including their bonus and other emoluments and benefits.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said building and premises and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes

## RECEIPT AND MEMO OF CONSIDERATION

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

MEMO OF CONSIDERATION:



**Annexure "A"**

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

**(i) ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).

**(ii) RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.

**(iii) REGULATIONS** shall means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

**(iv) SECTION** shall means a section of the Act.

**(va) SAID PREMISES** shall mean the present Municipal Holding No. 128, Katyani Tala Street containing a land area of 23 Cottahs 15 Chittaks 7.5 sq. ft. be the same a little more or less, under Police Station Sonerpur, **Kolkata - \_\_\_\_\_**, within the municipal limits of The Rajpur-Sonerpur Municipality, morefully and particularly mentioned and described in **PART-I of the FIRST SCHEDULE**.

**(vb) ADJOINING PROPERTY / PORTION** It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or allottees of adjoining properties on such terms as be agreed by and between the Promoter and the owners of such adjoining properties and/or may enjoin the said Adjoining Property / Portion as part of the same development as the said Premises. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to

as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the Common Areas And Installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

**(via) PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean and include the housing complex named "TULIP GARDEN", for the time being proposed to consist of 2 (Two) towers, details whereof are mentioned hereinbelow, parking, community hall etc., be constructed by the Promoter at the said Premises, containing several independent and self contained flats, parking spaces and other constructed areas, with liberty to the Promoter to modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same. The Allottee is aware that the Promoter may undertake construction of the Housing Complex in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed;

Details of Towers as presently planned:

- a) Tower No.1 - Ground Floor plus 4 upper floors are already sanctioned.
- b) Tower No.2 - Ground Floor plus 4 upper floors are already sanctioned

Modification proposal under West Bengal Building Rules, 2007 has been submitted to the Rajpur-Sonerpur Municipality for sanction of the revised plan for a another Ground + 4 Storied Tower Building.

**(vii) ALLOTTEES / UNIT-HOLDERS** according to the context shall mean the persons who for the time being, own any Unit in the Tower Building or have agreed to purchase the same and have taken possession thereof (including the Promoter for those units and other constructed spaces not alienated by it and/or reserved and/or retained by it for its own exclusive use).

**(viii) COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Allottees **BUT** shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Flat / Apartment or Flats / Apartments, Sky Balconies attached to any particular Flat / Apartment or Flats / Apartments, and other open and covered spaces in the said Premises which the Promoter may from time to time express or intend not to be so included in the common areas and installations.

**(ix) COMMON EXPENSES** shall mean and include all expenses for the maintenance management upkeep and administration of the said Premises and the Buildings and in particular the Common Areas and Installations and rendition of common services in common to the allottees and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be borne paid contributed and shared by the Allottees.

**(x) COMMON PURPOSES** shall mean and include the purposes of managing maintaining and upkeeping the Buildings and the said Premises

and in particular the Common Areas and Installations rendition of common services in common to the Allottees, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

**(xi) UNITS** shall mean the independent and self-contained Flats / Apartments and/or units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Buildings at the said Premises and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s / sky balconies, if any, attached to the respective Flat / Apartment(s).

**(xii) PARKING SPACES** shall mean covered parking spaces Covered and Open Car parking spaces as sanctioned in the said building plan.

**(xiii) CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;

**(xiv) BUILT-UP AREA** according to the context shall mean and include the carpet area of any Flat / Apartment and the area of the balconies / verandahs / terraces therein and/or attached thereto and shall include the thickness of the external walls and the columns and pillars **PROVIDED THAT** if any wall or column be common between two Flats / Apartments, then one half of the area under such wall or column or pillar shall be included in the area of each such Flat / Apartment.

**(xv) PROPORTIONATE OR PROPORTIONATELY** according to the subject or context shall mean the proportion in which the Carpet Area of any Unit may bear to the Carpet Area of all the Units in the Tower Building

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

**(xvi) SAID APARTMENT / UNIT** shall mean the **Flat / Apartment No.**\_\_\_\_on the \_\_\_\_\_ **floor** of the Tower Building under construction at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE.**

**(xvii) MAINTENANCE COMPANY** shall mean any Company incorporated under any provision of the Companies Act, 2013 or an Association or a Syndicate / Committee or a Society or a Firm or any other Entity that may be formed by the Promoter in accordance with the Act and Rules for the common purposes having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.

**(xviii) MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

**(xix) DEEMED DATE OF POSSESSION / DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which the Allottee takes actual physical

possession of the said Unit after fulfilling all his liabilities and obligations in terms of this agreement or the date of expiry of the period specified in the notice by the Promoter to the Allottee to take possession of the said Unit in terms of the said clause 7.2 irrespective of whether the Allottee takes actual physical possession of the said Unit or not, whichever be earlier.

**(xx) LOCAL ARCHITECTS** shall mean \_\_\_\_\_ or such other Architects as may be appointed by the Promoter from time to time;

**(xxi) PROJECT ARCHITECTS** shall mean The \_\_\_\_\_ or such other Architects as may be appointed by the Promoter from time to time;

**(xxii) ADVOCATES** shall mean such Advocates as may be appointed by the Promoter from time to time for the Project;

**(xxiii) PLAN** shall mean the plan for the time being for construction of the Buildings sanctioned by The Rajpur-Sonerpur Municipality vide Building **sanction plan no. 302/CB/25/73 dated 14/5/2015**, and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter.

By virtue of West Bengal Building Rules, 2007 and other applicable Laws and Rules, the Larger Premises (i.e. both the said Premises and the Adjoining Property) is entitled for additional FAR which is planned to be consumed by adding more floors to the Tower Building and changing other configurations thereof, as well as by constructing a new Building at the said Adjoining Property, and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. Necessary application for matters connected to consumption of additional FAR, addition of more floors to the Tower Building and changing other configurations thereof and, as well as construction of a new Building at the said Adjoining Property has been made to the Fire & Environment Authorities.

**(xxiv) STRUCTURAL ENGINEER / CONSULTANT** shall mean such Consultants as may be appointed by the Promoter from time to time for the Project at the said Premises;

**(xxv)** Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

**(xxvii)** Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

**Annexure "B"**

1. As a matter of necessity, the ownership and enjoyment of the flats / apartments by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees shall be bound and obliged:
  - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) to observe fulfil and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
  - (c) to allow the Maintenance In-charge and its authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Buildings and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
  - (d) to use their respective flats / apartments (and utility rooms etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it being



- expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
- (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of motor cars.
  - (f) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
  - (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
  - (i) not to claim any right whatsoever or howsoever over any unit or portion in the said Premises save their respective units.
  - (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat / apartment.

- (k) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (l) not to alter the outer elevation of the Buildings or any part thereof nor decorate the exterior of the Buildings or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Buildings nor allow or permit any other person to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Buildings.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- (p) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the flats / apartments agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their flats / apartments to any other allottee of flat / apartment in the Tower Building and none else.
- (q) In case any Sky Balcony or Terrace, be attached to any flat / apartment, then the same shall be a property / right (as applicable) appurtenant to such flat / apartment and the right of use and enjoyment thereof shall always travel with such flat / apartment and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Sky Balcony / Terrace independently (i.e. independent of the flat / apartment owned by such Allottee) with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his flat / apartment to any other allottee of flat / apartment in the Tower Building and none else;
  - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Sky Balcony / Terrace nor cover the same in any manner, including *Shamianas* etc.;
  - iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - iv) The Allottee thereof shall not convert the same into a garden by add weight thereto or by bringing in mud or soil or any other material or do any act deed or thing which could affect the structural stability of the building. However, the Allottee thereof

may convert such the same into a roof garden lawfully without in any manner affecting the structural stability of the building.

- (r) In the event any Allottee has been allotted any car parking space within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own motor car within the allotted demarcated space and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park motor car thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his flat / apartment, to any person with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his flat / apartment to any other allottee of flat / apartment in the Tower Building and none else;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways

pathways or passages within the said Premises or any other portion of the said Premises save at the allotted Parking Space;

- (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said Buildings and the said premises.
- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- (vii) The Allottee shall not have ownership over the parking space but shall have exclusive right of parking his motor car thereat.
- (s) In the event any Allottee has been allotted any servant's quarter, whether jointly with the flat / apartment or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
  - (i) The Allottee shall use such servant's quarter only for the purpose of residence of his servant and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his Unit with the only exception being that he shall be entitled to let out transfer or part with possession of the

same independent of his flat / apartment to any other allottee of flat / apartment in the Tower Building and none else;

- (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the servant's quarters.
- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
- (t) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (u) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (v) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (w) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including Shamianas etc.
- (x) not to fix or install air conditioners in their respective flats / apartments save and except at places where provision has been made

- by the Promoter for installation of the same. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective flats / apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective flats / apartments.
- (y) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat / apartment which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the Buildings or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the Buildings.
- (z) not to make in the flat / apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
- (aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non- compliance, non-performance, default or negligence on their part.

- (bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Rajpur-Sonerpur Municipality, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Premises (as applicable) and to make such additions and alterations in or about or relating to their respective units and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.
- (cc) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The **Rajpur-Sonerpur Municipality**.
- (dd) to bear and pay and discharge exclusively the following expenses and outgoings: -
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to the Rajpur-Sonerpur Municipality Provided That so long as their respective



units are not assessed separately for the purpose of such rates and taxes, each Allottee shall (if so directed by the Promoter) pay and/or deposit in the Suspense Account of the Rajpur-Sonerpur Municipality proportionate share of all such rates and taxes assessed on the said Premises or pay the same to the Promoter as the Promoter may direct;

- ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Buildings or the said Premises as a whole and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to their respective Units and proportionately in case the same relates to the Buildings or the said Premises as a whole.
- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meter is obtained by the Allottee for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottee shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to the supplier thereof.
- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that allotted to their respective units by the Promoter at its discretion at the time of delivery of possession of their respective units in terms hereof) from the common Generator to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective

units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.

- v) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule** hereunder written) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs. \_\_\_\_/- (Seven) only per square foot per month of the sum total of (i) the Super Built-up Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).
- (ee) None of the Allottees shall use any brick work or load bearing walls for creating internal partitions in their respective flats / apartments. In this context it is expressly mentioned and notified by the Promoter and each of the Allottees is made fully aware of the fact that the Tower Building is a tall / highrise structure and for structural load calculations, the internal partitions for all the rooms have been considered to be dry walls / shera board with concrete infilling and light-weight concrete blocks are used only in the toilets and

staircases. In case the Allottees or any of them uses any brick work or load bearing walls, then the structural load calculations of the Tower Building will be and/or is likely to be disbalanced / upset thereby affecting / destabilising the structural stability of the Tower Building.

(ff) to observe such other covenants as be deemed reasonable by the Promoter and/or the Maintenance Company from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon them, in case the same are left in their respective units or in the respective letter boxes in the Tower Building.
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Buildings and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
4. In the event of any of the Allottees failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by them as aforesaid and/or in observing and performing their covenants terms and conditions

hereunder, then without prejudice to the other remedies available to the Maintenance In-charge against the defaulting Allottee, such defaulting Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% ( percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity to the unit of the defaulting Allottee;
- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the defaulting Allottee and his / her / its / their employees, servants, visitors, guests, tenants, licensees and/or his / her / its / their unit;
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the defaulting Allottee by the tenants or licensees or other occupant in respect of the unit of the defaulting Allottee.
- (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.

4.1 It is also agreed and clarified that in case any allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge responsible for the same in any manner whatsoever.