

THIS INDENTURE (“Indenture”) executed on this day of,
Two Thousand and Twenty (2020);

BETWEEN

(1) GOKUL DHAM NIRMAN LLP, a limited liability partnership incorporated under the Limited Liability Partnership Act, 2012, having its registered office at premises No.207, Acharya Jagdish Chandra Bose Road, P.S. Beniapur, P.O. Circus Avenue, Kolkata – 700 017 **(2) GOKUL HEIGHTS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013, having its registered office at premises No.41, Netaji Subhas Road, 4th Floor, Room No. 405, P.S. Hare Street, P.O. General Post Office, Kolkata – 700 001, hereinafter collectively referred to as the **“OWNERS”** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors and permitted assigns) represented by their Constituted Attorney, **Heritage Regency Developers LLP**, represented by its partner Mr. [•], son of [•], residing at [•], P.O. [•], P.S. [•], Kolkata - [•], appointed by the Owners by Power of Attorney dated 23rd August, 2016 registered with the Additional Registrar of Assurances – III, Kolkata in Book No.IV, Volume No. 1903-2016, Pages from 178236 to 178292 Being No. 190307561 for the year 2016. .

AND

HERITAGE REGENCY DEVELOPERS LLP, a Limited Liability Partnership, incorporated under the Limited Liabilities Partnership Act, 2008 (CIN No. [•] / (PAN [•]) having its office at 207, Acharya Jagdish Chandra Bose Road, P.S. Beniapur, P.O. Circus Avenue, Kolkata – 700 017 , represented by its Partner, Mr. [•], son of [•], residing at [•], P.O. [•], P.S. [•], Kolkata - [•], hereinafter referred to as the **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, successors-in-interest and permitted assigns).

AND

Mr./Ms. [•], son/daughter of [•], aged about [•], residing at [•] (Aadhar No. [•] / (PAN No.[•]), hereinafter referred to as the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors, representatives and/or assigns) of the **THIRD PART**:

[OR]

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

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

WHEREAS:

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- 1) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (30 of 2017).

- 2) **“Apartment”**, whether called a dwelling unit or flat or premises or suit or tenement or unit or by any other name, means a separate and self-contained part of the Buildings of the Said Phase 2 and also of the Said Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof, in any such Buildings or the Said Phase 2 Land or the Said Project Land, used or intended to be used for any residential purpose.

- 3) **“Association”** shall mean an association of all the Project Allottees formed or that may be formed hereafter in accordance with the terms of the West Bengal Apartment Ownership Act, 1972 at the instance of the Promoter for the Common Purposes with such rules and regulations as shall be framed by the Promoter.

- 4) **“Buildings”** shall mean ___ () nos. of buildings in the Said Phase including such open or covered areas, constructions and/or structures therein, as may be constructed by the Promoter on the Said Phase Land from time to time.

- 5) **“Built-Up Area”** and/or **“Covered Area”** in relation to an Apartment shall mean the floor area of that Apartment including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein

Provided That if any wall, column or pillar be common between two Apartments, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Apartment.

- 6) **“Carpet Area”** shall mean the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Apartment, as more particularly defined in the Act.

- 7) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Project Common Areas, Amenities and Facilities and also the Project Land and the Said Phase Land, and also the expenses for Common Purposes of the Allottees and shall be payable proportionately by the Allottee periodically as part of maintenance charges.

- 8) **“Common Purposes”** shall include the purposes of managing and maintaining the Said Project, the Buildings and in particular the Project Common Areas, Amenities and Facilities, rendition of services in common to the Allottees of the Said Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Allottees of the Project and relating to their mutual rights and obligations for the beneficial use and enjoyment of

their respective Apartments exclusively and the Common Areas, Amenities and Facilities in common.

- 9) **“Garage”** shall mean such spaces in the Said Project that may be sanctioned by the competent authority as a garage or parking space, excluding open car parking spaces which are part of the Project Common Areas and are set aside for visitor car parking spaces.

- 10) **“Maintenance Agency”** shall mean the Promoter for the time being and, upon its formation in terms of clause IV(3) hereof, the Association, for the Common Purposes.

- 11) **“Project Common Areas, Amenities and Facilities”** shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, gardens, parks, sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may be built or installed by the Promoter in the Project Land from time to time for the use and enjoyment thereof by all the Allottes of the Said Phase in common with the Allottees of the other parts or phases of the Project more particularly mentioned in the **Part II** of the **THIRD SCHEDULE** hereto.

- 12) **“Project”** shall mean the work of development undertaken, completed and/or to be undertaken and completed by the Owners and the Promoter jointly in respect of the Project Land and/or any modification or extension thereof till such development of the Project Land is completed and possession of the completed Apartments therein are made over to the respective Allottees.
- 13) **“ Project Allottees”** shall mean the persons who have from time to time purchased and/or intend to purchase different apartments in the Project and shall also include the Promoter in respect of such Apartments in the Project which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Owners and/or the Promoter and means the person to whom an apartment in the Project has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment is given on rent and shall mean and include:
- (a) If he be an individual, then the heirs, executors, successors, administrators, legal representatives and permitted assigns of such individuals.
- (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their

respective heirs, executors, successors, administrators, legal representatives and permitted assigns.

- (c) If it be a company, then the successors-in-interest and permitted assigns of such Company.
- (d) If it be a partnership firm, then the partners of such partnership firm from time to time and their respective heirs, executors, successors, administrators, legal representatives and permitted assigns.
- (e) If it be a Trust, then the Trustees of such Trust from time to time and their respective successors-in-office and permitted assigns.
- (f) If it be a sole proprietorship firm, then the proprietor thereof and the heirs, executors, successors, administrators, legal representatives and permitted assigns of such proprietor.

14) **“Project Land”** shall mean the entire land measuring about [•] acres / cottahs, be the same a little more or less, comprised in Dag Nos. [•] in [•], more particularly mentioned and described in **PART - A** of the **FIRST SCHEDULE** hereunder written.

15) **“Proportionate”** with all its cognate variations shall mean the ratio the Carpet Area of any Apartment in the Project may bear to the total Carpet Area of all the Apartments in the Project.

- 16) **“Proportionate Undivided Share”** in relation to an apartment shall mean the proportionate variable undivided indivisible and impartible share in the Phase 2 Land that is attributable to such apartment at any point of time.
- 17) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- 18) **“Rights on Allottee's Default”** shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Allottee.
- 19) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- 20) **“Said Apartment”** shall mean the Apartment, the said Garage, (if any), Together With the Proportionate Undivided Share in the Phase 2 Common Areas, Amenities and Facilities more particularly mentioned in **Part I of the THIRD SCHEDULE** hereto AND Together With the right of common use of the Project Common Areas,

Amenities & Facilities and more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.

- 21) **“Said Phase 2”** shall mean the work of development of the Said Phase 2 Land by constructing thereupon the Buildings in accordance with the Sanctioned Plans and handing over possession of the completed apartments therein to the allottees thereof, respectively.
- 22) **“Said Phase 2 Land”** shall mean the entire land measuring about [•] acres / cottahs, be the same a little more or less, comprised in Dag Nos. [•] in [•] more particularly mentioned and described in **PART – B** of the **FIRST SCHEDULE** hereunder written.
- 23) **“Said Sale Agreement”** shall mean the Agreement dated [•] registered with the [•] in Book No. I, Volume No. [•], Pages [•] to [•], Being No. [•] for the year [•] made between the Owners herein, therein also referred to as the Owners of the First Part, the Promoter herein, therein also referred to as the Promoter of the Second Part, and the Allottee herein, therein also referred to as the Allottee of the Third Part, whereby the Owners and the Promoter have agreed to sell and the Allottee has agreed to purchase the Said Apartment at and for the consideration and on the terms and conditions, therein contained copy whereof is attached herewith and made part of this Agreement.

24) **“Sanctioned Plans”** shall mean the plan sanctioned by the [•] vide Building Plan No. [•] dated [•] for construction of the Buildings at the Said Phase 2 Land (including other buildings at the remaining portions of the Project Land) and shall include any other plan or plans sanctioned by any other department or departments authorised to do so.

25) **“Super Built-Up Area”** of an apartment shall mean the Built-Up Area of such apartment and the Proportionate Undivided Share attributable to such apartment.

26) **“Phase 2 Allottees”** shall mean the persons who have from time to time purchased and/or intend to purchase different Apartments in the Said Phase 2 and shall also include the Promoter in respect of such apartments in the Said Phase 2 which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Owners and/or the Promoter.

“Masculine” gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.

“Singular” number shall include the **“Plural”** and vice versa.

- B. The Owners are the absolute and lawful owners of land measuring more or less [•] Acres in various Dags at [•] (hereinafter referred to as “the **Mother Plots**”).
- C. The Owners and the Promoter have entered into a Joint Development Agreement dated [•] registered with the [•] in Book No. I, Volume No. [•], Pages [•] to [•], Being No. [•] for the year [•] (hereinafter referred to as “the **said Joint Development Agreement**”) for development of a real estate project on the Mother Plots.
- D. The Owners have also granted a Power of Attorney dated [•] registered with the [•] in Book No.IV, Volume No. [•], Pages [•] to [•], Being No. [•] for the year [•] to the Promoter (hereinafter referred to as “the **said Power of Attorney**”) to act in their place and stead and to represent them in all matters and purposes concerning the development of the real estate project.
- E. The Owners and the Promoter with the intention and for the purpose of development of an integrated housing project have earmarked a portion of the Mother Plots being land measuring **more or less [•] Acres (Project Land)** fully described in **Part - I** of the **FIRST SCHEDULE** hereunder written named as “Windmere” (formerly Windflower), comprising residential apartments, other spaces and common areas, amenities and facilities intended to be constructed thereon in two phases, Phase 1 & Phase 2 (“**Project**”)

- F. The Owners are the sole and absolute owners of the Said Project Land and the Said Phase 2 Land.
- G. The facts describing the devolution of title of the Owners to the Project Land including the Phase 2 Land is more particularly mentioned in the **SEVENTH SCHEDULE** hereto.
- H. The Promoter thereafter caused a plan to be sanctioned by the [•], being B.S. No. [•] dated [•] ("**Plan**"), for construction of [•] buildings on the Project Land, out of which the Promoter commenced at the first instance, construction and marketing of [•] buildings comprising ground plus [•] floors each ("**Phase 1**") which being the first phase of development of the Project on a portion of the Project Land ("**Phase 1 Land**"), more fully described in **Part - II** of the **FIRST SCHEDULE** hereto. Subsequent thereto the Promoter took up construction and development of the Said Phase 2 Land more fully described in **Part - III** of the **FIRST SCHEDULE** hereto by constructing 3 (three) G+12 storied buildings with basement and the G+2 storied Community Facility Area (Said Phase 2).
- I. After deducting the Plinth Area of Phase I morefully described in **Part B** of **Part II** of the **First Schedule** and the Plinth Area of Phase 2 morefully mentioned in **Part B** of **Part III** of the **First Schedule**, from the Project Land, the remaining land shall constitute to be a part of the Project Common Areas, Amenities and Facilities and is more fully described in

Part IV of the First Schedule hereto and delineated in the Plan/Map annexed hereto and bordered in orange ("**Common Area**") and marked as **Annexure "3"**.

- J. The total area of Phase I of the Project at the time of registration with the Regulatory Authority, under the West Bengal Housing Industry Regulation Act, 2017 is [•] sq mt. out of which the total plinth area of the the Blocks 3, 4 and 5 comprising the Phase I is [•] sq mt. The remaining portion of the Phase I Land is part of the Project Common Areas, Amenities and Facilities to be used by allottees of both Phase I and Phase 2. Similarly the total area of Phase 2 of the Project is [•] sq mt out of which the plinth area of Blocks 1,2 and 6 comprising of Phase 2 of the project is [•] sq mt. The balance area of [•] sq mt is a part of the Project Common Areas, Amenities and Facilities and all the allottees of Phase I and Phase 2 have the right to use such Project Common Areas, Amenties and Facilities and more fully described in **Part IV of the First Schedule** hereunder.
- K. The Allottee has been made expressly aware and after considering what has been disclosed to the Allottee by the Promoter and the Owners, the Allottee has, after taking independent legal advice in respect thereof, agreed that his right to enjoy the Phase 2 Common Areas, Amenities and Facilities and the Project Common Areas, Amenities and Facilities shall always be subject to a permanent right of easement use and access of the Owners and Promoter, their men and agents, the owners and occupants

of other apartments in the Project including owners and occupiers of Phase 1, and Phase 2 with whom such Project Common Areas, Amenities and Facilities will be shared. The Allottee has also been made aware and agrees that the Promoter and the owners and occupiers of apartments of the Phase 1 and Phase 2 shall also be entitled to use the Project Land and all benefits arising therefrom including the right to access through the entry, exits, roads, paths and passages of Phase 2 comprised in the Project and/or through the Project Land.

- L. The Allottee has further been made expressly aware that there is a permanent right of easement use and access in respect of the culvert (Access Culvert), which connects the main road being Sajerhat Road with the Project Land, in respect whereof Public Works Department, Government of West Bengal (PWD) by an Agreement dated 30th June, 2016 has granted license for a period of 5 years in favour of the Owners granting right to the occupiers / owners / allottees of various flats in the Project to use the same for ingress and egress to and from the Project, subject to renewal by the PWD after the expiry of the term of 5 years. The Allottee has further been made aware that till formation of the Association of allottees, the Promoter shall make its endeavour to apply for renewal of such license and obtain the same on such terms and conditions as may be agreed upon with PWD and the allottee hereby accords his/her/its consent to the same. On formation of the Association of allottees, the onus of applying and renewing the License shall be

solely on the Association and the Promoter shall not be responsible for obtaining such license from the PWD authorities.

- M. By the Said Sale Agreement, the Owners and the Promoter agreed to sell and the Allottee agreed to purchase **ALL THAT** the Said Apartment at or for the consideration and on the terms and conditions, morefully therein contained.
- N. The Owners and the Promoter have since caused to be completed construction of the Said Apartment in accordance with the Sanctioned Plans and has obtained Partial Completion Certificate/ Completion Certificate No. from the [•] being Partial CC No. [•] dated [•]/Completion Certificate No. [•] dated [•] and the promoter has measured the final Carpet Area of the Said Apartment and confirmed the same to the Allottee.
- O. The Promoter by letter dated [•] has called upon the Allottee to take lawful, vacant, peaceful physical possession of the Said Apartment and pursuant thereto the Allottee on [•] has taken such possession of the Said Apartment to the Allottee's full satisfaction.
- P. Before taking possession of the Said Apartment, the Allottee has:
- (a) seen and examined the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Said Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the

Competent Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and has agreed not to make any claim or demand whatsoever against the Promoter concerning the same;

- (b) been fully satisfied about the title of the Owners to the Project Land, the documents relating to the title of the Project Land including the Phase 2 Land, the rights of the Owners and the Promoter, the Plan of the Project, the quality of the materials used in the Said Apartment, the workmanship and measurement of the Said Apartment, the carpet area whereof has been confirmed to the Allottee and the Allottee has agreed not to raise any requisition about the same;
- (c) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the Said Apartment;

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so

- Q. Now at the request of the Allottee, the Owners and the Promoter have in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Allottee in the manner as hereinafter contained.

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 and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Allottee and the Said Apartment being hereby conveyed), the Owners and the Promoter do and each of them doth hereby grant convey sell transfer release assign and assure unto and in favour of the Allottee **ALL THAT** the Said Apartment, more particularly mentioned and described in the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** the right to use and enjoy the Project Common Areas in common with the other owners and occupiers of the other apartments in the project **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Owners and/or the Promoter into or upon the Said Apartment **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Apartment **TO HAVE AND TO HOLD** the Said Apartment and every part thereof unto and to the use of the Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements hereunder contained and on the part of the Allottee to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations setforth in the Said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Allottee during the period of his ownership of the Said Apartment)

AND ALSO SUBJECT to the Allottee paying and discharging all municipal and other rates taxes and impositions on the Said Apartment wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Said Apartment wholly and the Said Phase 2 and the Project and in particular the Project Common Areas, Amenities and Facilities proportionately.

II. THE OWNERS AND THE PROMOTER DO TH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The right, title and interest which the Owners and the Promoter doth hereby profess to transfer subsists and that the Owners and the Promoter 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 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 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 Owners or the Promoter or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of

encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

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

1. The Allottee agrees and binds himself that the Allottee shall and will at all times hereafter abide by and observe the restrictions set-forth in the **FIFTH SCHEDULE** hereunder written and also those as contained in the Said Sale Agreement.
2. The Allottee has also examined and fully satisfied himself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Buildings, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the Said Phase 2 and fire safety under the West Bengal Fire Service Act, 1950 and rules made thereunder and also acquainted himself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.
3. The Allottee has examined and is satisfied with the lay out plan, specifications, amenities, facilities, fittings and fixtures provided in the Apartment, the Project and accepted the floor plan and the specifications, amenities and facilities which had been approved by the Competent

Authority, as also the manner of construction thereof and have fully satisfied himself with regard thereto and agrees not to make any claim whatsoever.

4. The Allottee is also fully satisfied about the title of the Owners to the Project Land, the documents relating to the title of the Project Land including the Phase 2 Land, the right of the Promoter, the Plan of the Project, the quality of the materials used in the Apartment, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Allottee and the Allottee agrees not to raise any requisition about the same.
5. The Allottee further agrees that after taking over possession of Said Apartment, the Promoter shall not be liable to rectify any defect occurring under the following circumstances and agrees not to raise any claims whatsoever in this regard:
 - i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles made by the Allottee, the Promoter shall not be responsible for waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - ii) If there are changes, modifications or alteration in electrical lines and wirings, the Promoter will not be responsible for any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations done by the Allottee;
 - iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not be responsible for

door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

- iv) If the Allottee executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Said Apartment by making any changes in the Apartment, then the Promoter shall not be responsible for any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes.
 - v) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time.
 - vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his / her agents in the manner in which same is required to be maintained.
 - vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the common areas and/or in the Said Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
 - viii) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.
6. The Allottee agrees that the responsibility of the Promoter under the defect liability clause as stated in the said Agreement shall not be cover defects,

damage or malfunction resulting from (a) misuse, (b) modifications or repairs done by the Allottee or his/their nominees/agent, (c) cases of force majeure (d) failure to maintain the amenities and equipment (e) accident and (f) negligent use. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures will be provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee expires before the defect liability period and such warranties are covered under the maintenance of the Project and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Allottee is aware and the Allottee agrees that the regular wear and tear includes minor hairline cracks on the external and internal walls excluding RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which don not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The Allottee agrees that before any liability of defect is claimed by or on behalf of the Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the Project, who shall survey and asses the same and then submit a report to the state the defects in material used in the structure of the Said Apartment and/or workmanship executed.

7. On and from the Possession Date, the Allottee binds himself to regularly and punctually pay the following amounts and outgoings:
 - i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the Said Apartment, directly to the competent authority **Provided That** so long as the Said Apartment is not separately assessed for the purpose of such rates and taxes, the

Allottee shall pay to the Maintenance Agency proportionate share of all such rates and taxes assessed on the Project.

- ii) All other impositions, levies, cess, taxes and outgoings (including Multistoreyed Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Apartment or on the Said Phase 2 and/or the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Apartment and proportionately in case the same relates to the Said Phase 2 and/or the Project, as the case may be.
- iii) Electricity charges for electricity consumed in or relating to the Said Apartment directly to the electricity supplying body or the Maintenance Agency, as the case may be.
- iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Buildings, as may be required at any time in future) as shall be assessed on the Said Apartment and demanded from time to time by the Promoter or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be

subject to revision from time to time as be deemed fit and proper by the Promoter, or the Association upon its formation, after taking into account the common services provided at the Said Phase 2 and the Project.

8. All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Promoter or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Promoter or its nominee leaving its bill for or demanding the same at the above address of the Allottee and the Allottee shall keep the Promoter and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.
9. The apportionment of the liability of the Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Allottee in respect of the Said Apartment shall be done by the Promoter and the Association upon its formation and the same shall be final and binding on the Allottee and the Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Allottee be entitled to hold the Promoter or its nominee or the Association responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.

10. The Allottee shall, in case already not so done, within 6 months from the date hereof apply for and obtain separate assessment of the Said Apartment from the Rajarhat Gopalpur Municipality, and the Owners and the Promoter shall sign necessary papers and declarations as may be required. In case the Allottee fails to have such separation effected, then the Owners and the Promoter shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Allottee.
11. The Allottee shall permit the Promoter and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Apartment and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Buildings and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Apartment and the Allottee shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Promoter or the Association.
12. From the date of execution hereof and till the continuance of its ownership of the Said Apartment, the Allottee shall:

- i) use the Said Apartment only for the purpose of private dwelling or residence of respectable persons in a decent and respectable manner and for no other purposes;
 - ii) use the Said Garage, if any, is expressly allotted to the Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicles and/or two-wheeler vehicles, as the case may be;
 - iii) not use the roof of the Buildings for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees of the Project;
 - iv) use the Project Common Areas, Amenities and Facilities in common with the Project Allottees and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project.
13. The Allottee shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Phase 2 Allottees and/or the Project Allottees, as the case may be.

14. The Allottee shall not make any additions or alterations to the Said Apartment (including internal partition walls, etc.) nor to the Buildings nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Buildings or the Said Apartment or the Project and also not to decorate or paint or clad the exterior of the Said Apartment otherwise than in the manner as be agreed to by the Promoter or the Association in writing.
15. The Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter or the Association (including those contained in the Said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Said Phase 2 and the Project and every part thereof and in particular the the Project Common Areas, Amenities and Facilities.
16. The Allottee further agrees and covenants with the Owners and the Promoter that the Allottee shall at all times hereafter allow and permit unhindered access and use of the Common Areas to the other Allottes of the Project and also to the Allottees of other projects as may be built or constructed by the Promoter adjoining or in the vicinity of the Project and the Said Phase 2. The Promoter and the Owners accordingly agree and covenant with the Allottee that the Allottee shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities including the common areas of such projects as aforesaid on reciprocal arrangement. The terms of access and use of each such common

areas, amenities and facilities mentioned above may be finalized by the Promoter and/or the Association of each such projects upon its formation, as may be deemed necessary. In case at any time if the Said Proportionate Undivided Share of the Allottee is to be conveyed and transferred to the Association in compliance of the Act or the Rules or Regulations or any other law from time to time, then the Allottee agrees to co-operate with the Owners and the Promoter without any demand or delay to have the Said Proportionate Undivided Share transferred to the Association by attending the execution and registration of the Deeds of Transfer / Sale made in favour of the Association and bearing the proportionate cost of such transfer, as may be assessed by the Promoter or the Association. In case the Allottee refuses to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoter shall as the constituted attorney of the Allottee be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto.

17. The Allottee shall have no objection for the Promoter
 - (a) to carry out construction activities on the uncompleted Phase and apartments and common areas within the said Project;

- (b) the erection of temporary separation wall and fencing, construction access, concrete batching plant, temporary workers quarters, and working area., etc on the Project Land, which may cause some inconvenience due to noise, dust, lighting and extended working hours.
18. The Allottee shall not claim any damages due to any on site operations for completion of the said Project in whatsoever manner.
19. The Allottee shall not do any act, deed, matter or thing whereby the development and completion of the said Project or uncompleted blocks and apartments is in any manner whatsoever, hindered, obstructed or impaired with.
20. The Allottee shall not do any work which would jeopardize the soundness or safety of the said Project, reduce the value thereof or impair any easement nor shall the Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.
21. The Allottee shall not seek partition or division or separate possession in respect of the Said Apartment under any circumstances.
22. The Allottee acknowledges and assents that the Promoter shall be entitled to put up its neon sign, hoardings and other display materials on any part or

portion of the roof of the said building and all types of communication devices including dish antennas.

23. The Allottee shall not enclose the terrace/ balconies/utility areas under any circumstances.

IV. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

- 1) The properties benefits and rights hereby conveyed unto and in favour of the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Allottee shall also not claim any division or partition in the Said Phase 2 Land or the Project Land towards its Said Proportionate Undivided Share appurtenant to the Said Apartment. It is further agreed and clarified that any transfer of the Said Apartment by the Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Allottee shall be bound to abide by the rules and regulations framed for the Buildings and become a member of the Association.
- 2) All the apartments and other constructed areas as well as the other open and covered spaces in the Buildings or the Said Phase 2 Land or the Project Land, as the case may be, until the same be disposed of by the Owners and the Promoter, shall remain the exclusive property of the Owners and the Promoter and the Allottee shall not claim any right or share therein.

- 3) After the allotment and transfer of all the apartments in the Said Project or earlier, as the case may be, the Association of the Allottees shall be formed and the Allottee and the other allottees of the Project shall be the members thereof, each having voting rights therein in accordance with the Act and the Rules. The Allottee shall, alongwith the other Project Allottees, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.

- 4) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Said Project and look after the Common Purposes **subject however** to the Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.

- 5) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Association. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association.

- 6) In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-
- (i) claim interest at the rate of % per annum on all the outstanding amounts.
 - (ii) to demand and directly realise the amounts becoming due and payable to the Allottee by any tenant or licensee or other occupant in respect of the Said Unit.
 - (iii) discontinue supply of water to the Said Apartment.
 - (iv) Disconnect electricity in the Said Apartment.
 - (v) withhold and stop use of all other utilities and facilities (including lift) to the Allottee and his family members, guests, tenants or licensees.
- 7) The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Allottee to the Promoter and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Allottee, in case the same is left in the Said Apartment or in the letter box in the ground floor of the Buildings and earmarked for the Said Apartment.

- 8) The Project shall together at all times as a housing complex bear the name “**Windmere**” or such other name as be decided by the Promoter from time to time and none else. The Said Phase shall be named “Phase 2” of the Project.
- 9) In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.
- 10) The Allottee shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
- 11) The provisions of Agreement for Sale and any other prior agreement between the parties to the extent contrary to or inconsistent with these presents shall stand superseded.
- 12) All other provisions, right and obligations, covenants and representations, contained in the Said Agreement, which are not in conflict with this Deed,

shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.

- 13) Any dispute arising in respect of this Deed shall only be referred to arbitration of a single Arbitrator to be appointed by the Promoter under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Kolkata and the Courts in Kolkata shall alone have jurisdiction in this regard.

THE FIRST SCHEDULE ABOVE REFERRED TO :

PART - A

ALL THAT the piece and parcel of land measuring 12 (twelve) bighas 7 (seven) cottahs 6 (six) sq. ft. (equivalent to 408.152 decimals), more or less [on physical measurement 12 (twelve) bighas 4 (four) cottahs 7 (seven) chittacks (six) 9 sq. ft., more or less equivalent to 244.45 cottahs, more or less and also equivalent to 16351.32 sq. meters, more or less], comprised in L.R. Dag Nos.90/680(Part), 92(Part), 101(Part), 174(Part), 175(Part), 176, 177, 178 & 179 under L.R. Khatian No.2137 and L.R. Dag Nos.93(Part), 167(Part), 168(Part), 169(Part), 172(Part) & 173 under L.R. Khatian No.2138, Mouza Talbanda, R.S. No.105, J.L. No.28, Touzi Nos.147, 160, 161,162 & 163 within the limits of Bilkaanda - 1, Gram Panchayat, Police Station New Barrackpore (formerly Ghola and before that Khardah), Sub-Registration District Sodepur, District North 24 Parganas, particulars whereof are more particularly mentioned in the table below:

Sl. No.	L.R. Dag No.	Area (in dec.)
1.	90/680	73.140
2.	92	50.306
3.	93	44.820
4.	101	3.049
5.	167	65.703
6.	168	31.405
7.	169	7.232
8.	172	14.387
9.	173	74.000
10.	174	1.653
11.	175	4.959
12.	176	9.090
13.	177	11.157
14.	178	8.264
15.	179	8.987
Total		408.152 decimals

ON THE NORTH : By land comprised in L.R. Dag No.90/680(Part) known as Saharpur Chaltatala, by Tank of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by land of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala and by land comprised in L.R. Dag Nos.101, 94, 166 and 86;

ON THE SOUTH : By land of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by New Campus of A.P.C. College, by Saharpur Ma Sarada Gali No.1, by land comprised in L.R. Dag Nos.179, 174 and 172 and by Sodepur-Madhyamgram Road;

ON THE EAST : By Tank of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by land of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by Indian Oil Petrol Pump, and by land comprised in L.R. Dag No.101(Part), 95, 166 and 165;

ON THE WEST : By Saharpur Ma Sarada Lane Gali No.1, by New Campus of A.P.C. College and by P.G. Building of A.P.C. College, by Saharpur Ma Sarada Lane Gali No.3 and by land comprised in L.R. Dag Nos.89, 87, 86, 183, 184, 179, 172, 168 and 169.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

PART II

A

(PHASE 1 LAND)

ALL THAT the piece and parcel of land measuring 3812.279 Sq. Mtrs., more or less [on physical measurement , equivalent to [•] cottahs, more or less and also equivalent to [•] sq. meters, more or less], out of the Project Land butted and bounded in the manner appearing below:

ON THE NORTH : By Phase 2 land and land comprised in L.R. Dag No.90/680(Part) known as Saharpur Chaltatala, by Tank of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by land of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala and by land comprised in L.R. Dag Nos.101, 94, 166 and 86;

ON THE SOUTH : By Phase 2 land and land of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by New Campus of

A.P.C. College, by Saharpur Ma Sarada Gali No.1, by land comprised in L.R. Dag Nos.179, 174 and 172 and by Sodepur-Madhyamgram Road;

ON THE EAST : By Tank of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by land of Indian Oil Petrol Pump of M/S. Maya Brick Klin, Saharpur Chaltatala, by Indian Oil Petrol Pump, and by land comprised in L.R. Dag No.101(Part), 95, 166 and 165;

ON THE WEST : By Saharpur Ma Sarada Lane Gali No.1, by New Campus of A.P.C. College and by P.G. Building of A.P.C. College, by Saharpur Ma Sarada Lane Gali No.3 and by land comprised in L.R. Dag Nos.89, 87, 86, 183, 184, 179, 172, 168 and 169.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

B

(Phase I - Plinth Area)

ALL THAT the piece and parcel of land measuring [•] Sq. Mtrs., more or less equivalent to [•] cottahs, more or less, out of the Phase I Land

C

(Phase 1 Land comprising part of the Project Common Area, Amenities and Facilities)

ALL THAT the piece and parcel of land measuring [•] Sq. Mtrs., more or less equivalent to [•] cottahs, more or less, out of the Phase I Land.

PART III

A

(PHASE 2 LAND)

ALL THAT the piece and parcel of land measuring [•] Sq. Mtrs., more or less equivalent to [•] cottahs, more or less, out of the Project Land butted and bounded in the manner appearing below:

ON THE NORTH: [•]

ON THE SOUTH: [•]

ON THE EAST: [•]

ON THE WEST: [•]

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

B

(Phase 2 – Plinth Area)

ALL THAT the piece and parcel of land measuring [•] Sq. Mtrs., more or less equivalent to [•] cottahs, more or less, out of the Phase 2 Land

C

(Phase 2 Land comprising part of the Project Common Area, Amenties and Facilities)

ALL THAT the piece and parcel of land measuring [•] Sq. Mtrs., more or less equivalent to [•] cottahs, more or less, out of the Phase 2 Land.

PART IV

(COMMON AREA forming part of Project Common Areas, Amenities and Facilities)

ALL THAT the piece and parcel of land measuring [•] Sq. Mtrs., more or less equivalent to [•] cottahs, more or less, out of the Project Land.

THE SECOND SCHEDULE ABOVE REFERRED TO:**(Description of the Said Apartment)**

ALL THAT Residential Flat No. [•], _____ floor, carpet area approximately [•] ([•]) square feet, built up area ____ sq ft with balcony having carpet area of [•] square feet with adjacent terrace having carpet area of [•] square feet, equivalent to ____ sq ft super built up area in the Tower [•], being a part of the Project named *Windmere*, situate on the Phase 2 Land described in **Part-III** of the **Schedule A** above, **TOGETHER WITH** the right to park [•] ([•]) medium sized car/s/ and/or [•] ([•]) two wheeler/s in [•] garage/covered parking/open parking (not being a part of Common Area) parking space No. [•] (“**Parking Space**”) admeasuring square feet **TOGETHER WITH** the pro rata share in the Phase 2 Common Areas, Amenities and Facilities as described in **Part I of the Schedule C** hereunder **AND TOGETHER WITH** the right to use the Project Common Areas, Amenities and Facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO:**(PHASE 2 COMMON AREAS, AMENITIES & FACILITIES)**

Structure & Brick Work	:	Earthquake resistant RCC framed construction. External & Internal Walls: Brick wall with cement plaster.
Entry & Exit Gate	:	
Stair Case	:	Will be finished with good quality marble/kota stone and mild steel/brick railing.
Parking Area	:	Will have I.P.S. flooring under laid over flat brick soling.

Roof Treatment	:	Plain cement concrete with necessary admixture.
Water Tanks	:	R.C.C. underground water reservoir will be made. R.C.C. overhead tanks will be provided.
Electrical	:	Electrical wiring and mains etc. will be of good quality Copper Wire for lightning of the common area.
Telephone	:	Central distribution box at ground floor with a network of inbuilt telephone wiring to each Unit,
Painting And Finishing	:	Outside face of external walls – Latest weather proof non-fading exterior finish of the good quality. Internal face of the walls plaster of paris. Aluminium Window, gates will be painted with two coats of enamel paints over two coats of primer
Water Supply	:	24 hour Water Supply arrangement
		Water supply pipelines in the said phase
Rain Water Harvesting	:	Rain Water Harvesting system and its installation and the space required thereof.
Power Supply	:	Connection and installation of the distribution of electricity with the Power Supply agency and the main leading to the Apartment

PART II**(PROJECT COMMON AREAS, AMENITIES & FACILITIES)**

Structure & Brick Work	:	Earthquake resistant RCC framed construction. External & Internal Walls: Brick wall with cement plaster.
Entry & Exit Gate	:	
Stair Case	:	Will be finished with good quality marble/kota stone and mild steel/brick railing.
Parking Area	:	Will have I.P.S. flooring under laid over flat brick soling.
Roof Treatment	:	Plain cement concrete with necessary admixture.
Water Tanks	:	R.C.C. underground water reservoir will be made. R.C.C. overhead tanks will be provided.
Electrical	:	Electrical wiring and mains etc. will be of good quality Copper Wire for lightning of the common area.
Telephone	:	Central distribution box at ground floor with a network of inbuilt telephone wiring to each Unit,
Painting And Finishing	:	Outside face of external walls – Latest weather proof non-fading exterior finish of the good quality. Internal face of the walls plaster of paris. Aluminium Window, gates will be painted with two coats of enamel paints over two coats of primer

Water Supply	:	24 hour Water Supply arrangement
		Water reservoirs/ tank of the said project Water Pump/ and motors Water supply pipelines in the said project\
Rain Water Harvesting	:	Rain Water Harvesting system and its installation and the space required thereof.
Water Filtration	:	Water filtration plant and its installation and the space required thereof
Sewage treatment plant		Sewage treatment plant and its installation and the space required thereof Sewage and drainage connection with the Municipality / Panchayat
Power Supply	:	Connection and installation of the distribution of electricity with the Power Supply agency.
Generator	:	Power backup Diesel Generators for common electrical installation
Fire Fighting	:	Fire fighting system installed for the said project.
Internal Roads & Pathways	:	All internal roadways and pathways of the said project
Landscape and plantation	:	As per the Architect Design
Community Facility Area	:	Two Community Hall with Kitchen facility Gymnasium

		Swimming Poll with Deck Stem Bath
Ramp to Basement	:	
Natural Water Body	:	Water Body with Lily Flowers
		Senior Citizen Sitting Area Central Lawn Gazebo Children Play Area Cafeteria Multipurpose Grass Court Sitting Area inside Landscaped Garden Open Air Theatre Paved walking Track Provisional Utility and Convenience Store

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Buildings).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.).

3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Promoter or any agency looking after the Common Purposes until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Said Phase 2 or the Buildings or any part thereof (save those assessed separately in respect of the Said Unit).
6. **INSURANCE:** Insurance premium for insuring the Buildings against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Association for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Restrictions imposed on the Allottee).

1. The Allottee agrees undertakes and covenants to:
 - a) comply with and observe the Rules, Regulations and bye-laws relating to the Act including such rules and regulations as may be framed by the Promoter /Maintenance Agency / Association from time to time;
 - b) permit the Promoter, Maintenance Agency and Association and their respective men agents and workmen to enter into the Said Apartment for the Common Purposes of the Project;

- c) deposit the amounts for various purposes as may be required by the Promoter / Maintenance Agency or the Association;
- d) use the the Project Common Areas, Amenities and Facilities without causing any hindrance or obstruction to other Allottees of the Said Phase 2 or the Project and/or occupants of the Buildings;
- e) keep the Said Apartment and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment in the Buildings and/or in the Said Phase 2 in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments /parts of the Buildings;
- f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the Said Apartment or the Project Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- g) sign and deliver to the Promoter all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the Said Apartment from the service provider in the name of the Allottee and until the same is obtained, the Promoter may provide or cause to be provided reasonable quantum of electricity to be drawn by the Allottee at his cost upon installation of electricity sub-meter in or for the Said Apartment and the Allottee shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Promoter;
- h) bear and pay the Common Expenses and other outgoings in respect of the Said Project proportionately, and the Said Apartment wholly;
- i) pay municipal corporation taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Said Phase 2 / Project proportionately, and the said Apartment wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Apartment until the same is assessed separately by the municipal corporation;

- j) pay monthly common area maintenance charges for the maintenance of the Buildings, open areas, common areas, paths, passages and the Said Project as a whole, at such rate as may be quantified by the Promoter at the appropriate time;
- k) pay the monthly subscription for using the Club by the Allottee and his family members at such rate as may be quantified by the Promoter at the appropriate time;
- l) pay for gas, (if any) generator, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Apartment;
- m) allow the other allottees the right of easements and/or quasi-easements;
- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- o) observe and comply with such other covenants as be deemed reasonable by the Promoter for the Common Purposes;
- p) not to use the Said Apartment or permit the same to be used for any purpose other than a private dwelling place of families;
- q) not to do or suffer any thing to be done in or about for the Said Apartment which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the Said Apartment or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- r) not to demolish or cause to be demolished the Said Apartment or any part thereof at any time or any part of the said Buildings or the fittings and fixtures thereof;
- s) not to make in the Said Apartment any structural alterations of a permanent nature except with the prior approval in writing of the Promoter and/or the municipal corporation and all other concerned or statutory authorities;

- t) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the Said Apartment;
- u) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the Said Apartment or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Buildings;
- v) not to put any nameplate or letter box or neon-sign or board in the Project Common Areas or on the outside wall of the Buildings save at the place as be approved or provided by the Promoter Provided However that nothing contained herein shall prevent the Allottee from putting a decent nameplate on the outer face of the main door of the Said Apartment;
- w) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the Said Apartment or any portion thereof;
- x) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Buildings, save at places specified / fixed and in a manner as indicated by the Promoter;
- y) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Apartment or any part of the Buildings or the Said Phase 2/Project or may cause any increase in the premium payable in respect thereof;
- z) not to decorate the exterior of the Buildings otherwise than in the manner agreed by the Promoter/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- aa) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Buildings;

- bb) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Buildings;
- cc) not to claim any right over and/or in respect of any open land in the Project or the Said Phase 2 or in any other open or covered areas of the Buildings and the Said Phase 2 and the Project reserved or intended to be reserved by the Owners and/or the Promoter for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may be made from time to time by the Owners and the Promoter thereat or on any part thereof;
- dd) not to claim partition or sub-division of the land comprised in the Said Phase 2 or the Project or underneath the Buildings and/or the Project Common Areas, as the case may be, towards the Said Proportionate Undivided Share attributable to the Said Apartment or any part thereof nor to do any act or deed, whereby the rights of the Owners and the Promoter and/or the rights of the Allottee of other Apartments in the Buildings is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Buildings;
- ee) not to partition the Said Apartment by metes and bounds;
- ff) not to shift or obstruct any windows or lights in the Said Apartment or the Buildings;
- gg) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the Said Apartment without the prior consent in writing of the Promoter and/or the Association;
- hh) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking

- car(s) or two wheeler(s) of the Allottee,(Said Garage) if any, mentioned in the **SECOND SCHEDULE** hereto; and
- ii) not to let out or part with possession of the Said Garage, if so agreed to be acquired by the Allottee hereunder, independent of the Said Apartment and to use the same only for the purpose of parking of a medium size motor car or two-wheeler, as the case may be.
 - jj) not to let out the Said Apartment or any part thereof without obtaining prior written permission of the Promoter and making payment of all sums or amounts then due and payable by the Allottee in respect of the Said Apartment.
 - kk) not to park any car or two-wheeler in the Said Phase 2 Land or the Project Land if the Allottee has not been allotted any Garage therein, and to park only one car or two-wheeler in one Garage and not more than one, even if there be space for more than one in the Garage.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Rights on Allottee's Default)

- a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Allottee to the Promoter or the Association upon its formation, interest shall be payable by the Allottee at the agreed rate of 12% (twelve) percent per annum from the due date till the date of payment.
- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Allottee to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Apartment continuing for more than 2 months, then the Promoter and/or the Association upon its formation shall be entitled to issue a notice to the Allottee calling upon the Allottee to rectify and/or make good or set right the failure neglect refusal breach or default

within one month from the date of issue of the said notice. If the Allottee does not comply with the said notice to the satisfaction of the Promoter and the Association, as the case may be, then the Promoter and/or the Association, as the case may be, shall be entitled to invoke their rights under clause IV(f) of these presents and the Allottee shall in addition be liable to pay to the Promoter and/or the Association, compensation and/or damages that may be quantified by the Promoter / Association.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

[Set Out]

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day month and year first above written.

SIGNED AND DELIVERED by the
withinnamed **OWNERS** at **Kolkata** in
the presence of:

SIGNED AND DELIVERED by the
withinnamed **PROMOTER** at
Kolkata in the presence of:

SIGNED AND DELIVERED by the
withinnamed **ALLOTTEE** at **Kolkata**
in the presence of:

RECEIPT

RECEIVED on the day month and year first above written of and from the withinnamed Allottee the withinmentioned sum of Rs. /- paid as and by way of full consideration in terms of these presents as per Memo below.

Rs. /-

(Rupees only)

MEMO OF CONSIDERATION:

RECEIVED as follows :

(Rupees only)

WITNESSES:

DATED THIS DAY OF, 2018

BETWEEN

..... ... Owners

AND

..... ... Promoter

AND

..... ... Allottee

Draft/-

DEED OF CONVEYANCE

Of

Tower : ; Flat No. : ; Floor :

WITH

..... Garage

AT

.....

**FOX & MANDAL,
Solicitors & Advocates,
12, Old Post Office Street,
Kolkata – 700 001.**