

**DRAFT FOR APPROVAL**

**CONVEYANCE DEED**

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

**By and Between**

**VENDORS<sup>1</sup>:**

**(1) VINDHYA PROJECTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 12B, Raja Basanta Roy Road, Post Office Kalighat, Police Station Tollygunge, Kolkata-700026, having PAN AAACV9034C, **(2) VINDHYA PROPERTIES & MANAGEMENT PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 40/1, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Charu Market, Kolkata-700033, having PAN AACCV7148M, and **(3) ABHISHEK VYAPAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at 12B, Raja Basanta Roy Road, Post Office Kalighat, Police Station Tollygunge, Kolkata-700026, having PAN AACCA2387D represented by its Authorized Representative Ravi Shankar Agarwal; hereinafter referred to as the "**Vendors**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **FIRST PART**;

**AND**

**ANIMESH NIRMAN LLP** a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 40/5, Strand Road, Post Office Burabazar, Police Station Burabazar, District Kolkata-700001 and administrative office at 12B, Raja Basanta Roy Road, Post Office Kalighat, Police Station Tollygunge, Kolkata-700026 and having PAN AAZFA8398N, represented by its Authorized Representative Mr. Ravi Shankar Agarwal (Aadhaar No. 910641323338) authorized vide resolution dated \_\_\_\_\_;<sup>2</sup> hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

**AND**

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

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

<sup>2</sup> <sup>2</sup> Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

\_\_\_\_\_ (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

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

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

[OR]

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

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

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

[OR]

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

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_),

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

of the **THIRD PART**.

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

**AND**

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

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

The Vendors, the Promoter, the Purchaser and the Association shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

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

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

**II. WHEREAS:**

A. The Vendors are the full and lawful owners of lands admeasuring 20 Cottahs and 6 Chittaks comprised in (i) 5 Cottahs in Premises 358 Property morefully mentioned in Part-II of the First Schedule hereunder written owned by Vendor No. 1 hereto, (ii) 5 Cottahs in 358/1 Premises morefully mentioned in Part-III of the First Schedule hereunder written owned by Vendor No. 2 hereto, (iii) 5 Cottahs in 359 Premises morefully mentioned in Part-IV of the First Schedule hereunder written owned by Vendor No. 3 hereto and (iv) 5 Cottahs 6 Chittaks in Premises 360 Property morefully mentioned in Part-V of the First Schedule hereunder written owned by all the Vendor hereto all (i) to (iv) under Ward No.107 of the Kolkata Municipal Corporation, Kolkata – 700078, within Police Station Kasba, A.D.S.R. Sealdah, in the District of South 24-Parganas described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Vendors and the promoter have entered

into a joint development agreement dated 27<sup>th</sup> September 2016 and registered with Additional District Sub Registrar-III, Alipore in Book No. - I, Volume No. 1603-2016, Pages 139674 to 139712 Being No. 160304670 for the year 2016 as supplemented by Agreement between the Vendors and the Promoter

- B.** The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **Vindhya Serenity** ("Project").
- C.** The Respective Vendors have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments and buildings from Kolkata Municipal Corporation and has constructed the Project.
- D.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- E.** By an Agreement for Sale dated \_\_\_\_\_ ("**Agreement**"), the Promoter and the Vendors agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type, on floor in [tower/block/building] no. \_\_\_\_\_ ("**Building**") along with \_\_\_\_\_ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (collectively "**Designated Apartment**") more particularly described in **Schedule B** and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C** it being clarified that the proportionate share in the Land in respect of apartments in Premises No. 358 Jogendra Garden shall be conveyed by Vendor No. 1, and in respect of Premises No. 358/1 Jogendra Garden shall be conveyed by Vendor No. 2, and in respect Premises No. 359 Jogendra Garden shall be conveyed by Vendor No. 3 and in respect Premises No. 360 Jogendra Garden shall be conveyed by the Vendors collectively.
- F.** The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- G.** As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.
- H.** The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

**III NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only by the Purchaser to the Vendor No. \_\_\_\_ and the Promoter paid at or before the execution hereof (the receipt whereof the Vendor No.

\_\_\_ and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the reimbursement of the consideration paid by the Promoter to the Vendor No. \_\_\_ to the extent apportioned towards the proportionate share in the Land attributable to the Designated Apartment and of and from the payment of the same and every part thereof the Vendor No. \_\_\_ and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendor No. \_\_\_\_\_ do hereby sell and transfer and the Vendor Nos. \_\_\_ and \_\_\_\_\_ do hereby concur confirm and assure unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being the \_\_\_\_\_ morefully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule D** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

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

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

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein.

- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

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

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
  - (i) The Purchaser shall have exclusive ownership of the Designated Apartment.
  - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.
  - (iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
2. SINGLE UNIT: The Purchaser agrees that the Designated Apartment along with \_\_\_\_\_ parking if any shall be treated as a single indivisible unit for all purposes.
3. INDEPENDENT PROJECT: It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Co-owners of the Project.
4. COMPLIANCE OF LAWS RELATING TO REMITTANCES: The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendors accepts no responsibility in regard to matters specified in this para above. The

Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.

5. CONSTRUCTION OF THE PROJECT / APARTMENT: The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.
6. POSSESSION OF THE APARTMENT: The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the common areas to the Association duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.
7. HANDOVER OF DOCUMENTS: The Purchaser and the Association acknowledges and confirms that the Promoter has handover the necessary documents and plans, including common areas, to the Association.
8. PAST OUTGOINGS : The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoing before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (including those mentioned in this Deed), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoing, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
9. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT: The Association shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Association.
10. DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchaser or any other Co-owner or Association and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able

to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the Association or competent authority

11. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
12. USAGE: Use of Service Areas: The service areas if any located within Vindhya Serenity are ear-marked for purposes such as parking spaces and services including but not limited to DG set, underground water tanks, service room in premises No. 358/1 Jogendra Garden, etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.
13. COMPLIANCE WITH RESPECT TO THE APARTMENT:
  - 13.1 The Purchaser shall with effect from \_\_\_\_\_, be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
  - 13.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
  - 13.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.



- 13.4 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
14. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction/modified plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act. In this regard, the Purchaser agrees and accepts that in case at any time after execution hereof there arises any possibility of any additional structure/construction being carried out at the Project owing to change of laws/rules or relaxation of rules, the Promoter shall have the exclusive rights and benefits in respect of all or any such additional structure/construction and related addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.
15. **ENTIRE CONTRACT:** This Deed, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
16. **PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT BUYERS/TRANSFEREES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent buyers/transferees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
17. **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
18. **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
19. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Deed it is stipulated that the

Purchaser has to make payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.

- 20. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
- 21. PLACE OF EXECUTION: The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at \_\_\_\_\_
- 22. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 23. OTHER TERMS AND CONDITIONS : The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendors:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

WITNESSES :

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## SCHEDULE 'A'

1. SAID LAND: Part-I- **ALL THAT** piece and parcel of land containing an area of 20 Cottahs and 6 Chittaks comprised in (i) 5 Cottahs in Premises 358 Property morefully mentioned in Part-II of the Schedule A hereunder written, (ii) 5 Cottahs in 358/1 Premises morefully mentioned in Part-III of the Schedule A hereunder written, (iii) 5 Cottahs in 359 Premises morefully mentioned in Part-IV of the Schedule A hereunder written and (iv) 5 Cottahs 6 Chittaks in Premises 360 Property morefully mentioned in Part-V of the Schedule A hereunder written all (i) to (iv) under Ward No.107 of the Kolkata Municipal Corporation, Kolkata – 700078, within Police Station Kasba, A.D.S.R. Sealdah, in the District of South 24-Parganas and the said Land is butted and bounded as follows:-

- 1.1.1 On the **North** : By Premises No. 719, Jogendra Garden,
- 1.1.2 On the **South** : By Premises Nos. 361 & P-98, Jogendra Garden,;
- 1.1.3 On the **East** : By Premises Nos. 772, 730 & 101, Jogendra Garden and;
- 1.1.4 On the **West** : By K.M.C. Road.

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

### **1.2 PART-II-( 358 Premises)**

**1.2.1 ALL THAT** piece and parcel of land containing an area of 5 Cottahs more or less situate lying at and being Premises No. 358, Jogendra Garden within Ward No. 107 of Kolkata Municipal Corporation, Kolkata – 700078, within Police Station Kasba, A.D.S.R. Sealdah, in the District of South 24-Parganas owned by Vendor No. 1 hereto.

### **1.3 PART-III-(358/1 Premises)**

**1.3.1 ALL THAT** piece and parcel of land containing an area of 5 Cottahs more or less situate lying at and being Premises No. 358/1, Jogendra Garden within Ward No. 107 of Kolkata Municipal Corporation, Kolkata – 700078, within Police Station Kasba, A.D.S.R. Sealdah, in the District of South 24-Parganas owned by Vendor No. 2 hereto

### **1.4 PART-IV-( 359 Premises)**

**1.4.1 ALL THAT** piece and parcel of land containing an area of 5 Cottahs more or less situate lying at and being Premises No. 359, Jogendra Garden within Ward No. 107 of Kolkata Municipal Corporation, Kolkata – 700078, within Police Station Kasba, A.D.S.R. Sealdah, in the District of South 24-Parganas owned by Vendor No. 3 hereto.

### **1.5 PART-V-( 360 Premises)**

**1.5.1 ALL THAT** piece and parcel of land containing an area of 5 Cottahs 6 Chittacks more or less (as per sanction 5 Cottahs 5 Chittacks 44 Square feet) situate lying at and being Premises No. 360, Jogendra Garden within Ward No. 107 of Kolkata Municipal

Corporation, Kolkata – 700078, within Police Station Kasba, A.D.S.R. Sealdah, in the District of South 24-Parganas owned by the Vendors

#### SCHEDULE A-1

#### CHAIN OF TITLE:

- 1.1 **WHEREAS** one Jogendra Lal Basu (since deceased) was the sole and absolute owner of, amongst other properties, All That piece and parcel of land containing an area of 23 Cottahs more or less comprised in Dag No. 2687 recorded in Khatian No. 819 in Mouza – Kasba, J.L. No. 13, subsequently known numbered and divided by the Kolkata Municipal Corporation as Premises Nos. 358 Jogendra Garden, 359 Jogendra Garden, 360 Jogendra Garden and 361 Jogendra Garden all within Ward No. 107 of Kolkata Municipal Corporation, Kolkata – 700078, within Police Station Kasba, A.D.S.R. Sealdah, in the District of South 24-Parganas (hereinafter referred to as “the **Larger Premises**”).
- 1.2 **AND WHEREAS** the said Jogendra Lal Basu, a Hindu, died intestate in or about the year 1926 and thereafter his widow namely Rajlaxmi Basu died intestate, leaving them surviving their four sons namely Tulsi Charan Basu (since deceased), Kanai Lal Basu (since deceased), Kamakhya Charan Basu (since deceased) and Debi Charan Basu (since deceased) as their only heirs and legal representatives who all upon their death inherited and became entitled to the said Larger Property, absolutely and in equal shares.
- 1.3 **AND WHEREAS** the said Kanai Lal Basu, a Hindu, died intestate on 16<sup>th</sup> March 1987 without any issue whereupon his brothers namely Tulsi Charan Basu, Kamakhya Charan Basu and Debi Charan Basu inherited and became entitled to his entire part or share of and in the said Larger Property, absolutely and in equal shares.
- 1.4 **AND WHEREAS** the said Tulsi Charan Basu, a Hindu, died intestate on 07<sup>th</sup> November 1987 leaving him surviving his wife namely Deba Bala Basu (since deceased) and six sons namely Sumantra Basu (since deceased), Subrata Basu (since deceased), Sugata Basu, Susruta Basu, Sujit Basu, Sumit Basu and two daughters namely (Smt.) Chitra Ghosh (nee Basu) (also known as Runa Ghosh) and (Smt.) Mitra Biswas (nee Basu) as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Larger Property, absolutely and in equal shares.
- 1.5 **AND WHEREAS** the said Kamakhya Basu, a Hindu, died intestate on 23<sup>rd</sup> February 1990 leaving him surviving his wife namely (Smt.) Sati Basu and two sons namely Sushen Basu and Suchitta Basu as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Larger Property, absolutely and in equal shares.

- 1.6 **AND WHEREAS** the said Debi Charan Basu, a Hindu, died intestate and as a bachelor on 25<sup>th</sup> April, 1995 and as per the mutual agreement and amicable settlement between the heirs entitled to inherit his share in the Larger Property, his entire share in the Larger Property was inherited by the heirs and legal representatives of Kamakhya Charan Basu only being the said (Smt.) Sati Basu, Sushen Basu and Suchitta Basu, in equal shares.
- 1.7 **AND WHEREAS** the said Sumantra Basu, a Hindu, died intestate on 12<sup>th</sup> November 1996 leaving him surviving his wife namely (Smt.) Rina Basu (also known as Reena Basu) and one daughter namely (Smt.) Sutapa Basu as his only heiresses and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Larger Property, absolutely and in equal shares.
- 1.8 **AND WHEREAS** the said Deba Bala Basu, a Hindu, died intestate on 30<sup>th</sup> August 2001 leaving her surviving her five sons namely Subrata Basu, Sugata Basu, Susruta Basu, Sujit Basu, Sumit Basu, two daughters namely (Smt.) Chitra Ghosh and (Smt.) Mitra Biswas and (Smt.) Sutapa Basu being the daughter of his predeceased son, Sumantra Basu, as her only heirs and legal representatives who all upon her death inherited and became entitled to her entire part or share of and in the said Larger Property, absolutely.
- 1.9 **AND WHEREAS** the said Subrata Basu, a Hindu, died intestate on 05<sup>th</sup> January 2008 leaving his surviving his wife namely (Smt.) Bandana Basu, a son namely Amitava Basu and a daughter namely (Smt.) Jaidipa Dasgupta (nee Basu) as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Larger Property, absolutely and in equal shares.
- 1.10 **AND WHEREAS** by an Indenture of Conveyance dated 2<sup>nd</sup> November 2011 and registered with District Sub Registrar-III, Alipore in Book I Volume No. 17 Pages 7159 to 7196 Being No. 8502 for the year 2011, the said Sugata Basu, Susruta Basu, Sujit Basu, Sumit Basu, (Smt.) Chitra Ghosh, (Smt.) Mitra Biswas, (Smt.) Sati Basu, Sushen Basu, Suchitta Basu, (Smt.) Rina Basu, (Smt.) Sutapa Basu, (Smt.) Bandana Basu, Amitava Basu and (Smt.) Jaidipa Dasgupta for the consideration therein mentioned sold conveyed and transferred unto and to the Vendors hereto All That the Larger Property, absolutely and forever.
- 1.11 **AND WHEREAS** by a Deed of Partition dated 24<sup>th</sup> July 2014 made between Vindhya Projects Private Limited as the First Party, Vindhya Properties & Management Private Limited as the Second Party and Abhishek Vyapar Private Limited as the Third Party and registered with the District Sub Registrar III, Alipore in Book I Volume No. 14 Pages 2672 to 2694 Being No. 5790 for the year 2014, the Larger Property was partitioned into the following four lots:-
- (a) Lot A which comprised of a demarcated portion of Premises No. 358 Jogendra Garden, Kolkata containing an area of 5 Cottahs more or less was allotted to Vindhya Projects Private Limited (the Vendor No. 1 hereto), absolutely and exclusively.

- (b) Lot B which comprised of a demarcated portion of Premises No. 358 Jogendra Garden, Kolkata containing an area of 5 Cottahs more or less was allotted to Vindhya Properties & Management Private Limited (the Vendor No. 2 hereto), absolutely and exclusively and subsequently renumbered and assessed separately by the Kolkata Municipal Corporation as Premises No. 358/1 Jogendra Garden, Kolkata;
- (c) Lot C which comprised of a demarcated portion of Premises Nos. 359 Jogendra Garden, Kolkata containing an area of 4 Cottahs 44 Square feet more or less and 360 Jogendra Garden containing an area of 15 Chittaks 1 Square Feet more or less was allotted to Abhishek Vyapar Private Limited (the Vendor No. 3 hereto), absolutely and exclusively and the said Lot was subsequently amalgamated and assessed as Municipal Premises Nos. 359 Jogendra Garden, Kolkata
- (d) Lot D which comprised of a demarcated portion of Premises Nos. 360 Jogendra Garden and 361 Jogendra Garden containing an area of 8 Cottahs more or less was to be owned by the Vendors jointly.

1.12 **AND WHEREAS** by another Deed of Partition dated 24<sup>th</sup> July 2014 made between Vindhya Projects Private Limited as the First Party, Vindhya Properties & Management Private Limited as the Second Party and Abhishek Vyapar Private Limited as the Third Party and registered with the District Sub Registrar III, Alipore in Book I Volume No. 14 Pages 3347 to 3369 Being No. 5844 for the year 2014, the Lot D Property which comprised of a demarcated portion of Premises Nos. 360 Jogendra Garden containing an area of 4 Cottahs 6 Chittacks more or less and 361 Jogendra Garden containing an area of 3 Cottahs 10 Chittacks more or less were further partitioned into the following four lots:-

- (a) Lot A which comprised of a demarcated portion of Premises No. 361 Jogendra Garden containing an area of 14 Chittacks more or less was allotted to Vindhya Projects Private Limited (the Vendor No. 1 hereto), absolutely and exclusively
- (b) Lot B which comprised of a demarcated portion of Premises No. 361 Jogendra Garden containing an area of 14 Chittacks more or less was allotted to Vindhya Properties & Management Private Limited (the Vendor No. 2 hereto), absolutely and exclusively
- (c) Lot C which comprised of a demarcated portion of Premises Nos. 361 Jogendra Garden containing an area of 14 Chittacks more or less was allotted to Abhishek Vyapar Private Limited (the Vendor No. 3 hereto), absolutely and exclusively
- (d) Lot D which comprised of a demarcated portion of Premises Nos. 360 Jogendra Garden containing an area of 4 Cottahs 6 Chittacks more or less and Premises Nos. 361 Jogendra Garden containing an area of 1 Cottah more or less was to be owned by the Vendors jointly and the said Lot was subsequently amalgamated and assessed as Municipal Premises No. 360 Jogendra Garden, Kolkata



- 1.13 **AND WHEREAS** the Respective Vendors have caused to be mutated its names in the records of the Kolkata Municipal Corporation and the Block Land and Land Reforms Office as per the shares owned by them respectively and are respectively seized and possessed of the said Land.
- 1.14 **AND WHEREAS** the Vendors in common decided to carry out integrated development of their respective parts and shares constituting the said Land through a specialist real estate Promoter and pursuant to the said decision the Vendors appointed the Promoter therefor and granted to the Promoter all rights and authority to develop or cause to be developed the said Land into the Project with rights to grant or transfer the Units and other transferable areas in the manner mentioned therein. Under the said Development Agreement it was further, inter alia, agreed between the Vendors and the Promoter as follows:-
- (a) the Respective Vendors and the Promoter inter alia, agreed to share the price receivable from sale of Units and other saleable areas in the ratio of 40:60 i.e. to say (a) in case the Unit under sale would be situated at 358 Premises, the price receivable in respect of the same shall be shared between the Vendor No. 1 and the Promoter in the ratio of 40:60; (b) in case the Unit under sale would be situated at 358/1 Premises, the price receivable in respect of the same shall be shared between the Vendor No. 2 and the Promoter in the ratio of 40:60; (c) in case the Unit under sale would be situated at 359 Premises, the price receivable in respect of the same shall be shared between the Vendor No. 3 and the Promoter in the ratio of 40:60 and (d) in case the Unit under sale would be situated at 360 Premises, the price receivable in respect of the same shall be shared between the Vendors (jointly) and the Promoter in the ratio of 40:60
  - (b) the entire price would be paid by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Respective Vendors and the Promoter shall pay to the Respective Vendors the share of the Vendors in the same as provided for therein.
  - (c) The Vendors agreed, thereunder, inter alia, to join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings in the Project the Respective Vendors would complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the Designated Apartment and the remaining Vendors (as applicable) would concur and confirm such sale.
- 1.15 The plans for construction of the Buildings in the Project has been sanctioned by the Kolkata Municipal Corporation vide (i) Building Permit No. 2016120040 dated 8<sup>th</sup> June 2016 in respect of 358/1 Premises as modified on \_\_\_\_\_(ii) Building Permit No. 2016120039 dated 8<sup>th</sup> June 2016 in respect of 359 Premises as modified on 16.08.2018, (iii) Building Permit No. 2016120038 dated 8<sup>th</sup> June 2016 in respect of 360 Premises as modified on 24.04.2018 and (iv) Building Permit No. 2018120043 dated 15<sup>th</sup> June 2018 in respect of 358 Premises as modified on \_\_\_\_\_.

1.16 The Promoter has caused to be constructed the said Building at the said Land and the Kolkata Municipal Corporation has issued the Occupancy Certificate in respect thereof on \_\_\_\_\_. The Promoter has delivered possession of the Vendors' Allocation to the Vendors.

## SCHEDULE-A-2

### DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

- 1 DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context:
  - 1.1 "this Deed" shall mean this Deed and Schedules all read together.
  - 1.2 "Co-owners" shall mean (a) all the Purchasers/Co-owners of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the respective Vendor and/or Promoter;
  - 1.3 "sanctioned plan" shall mean the plans for construction of the Buildings in the Project sanctioned by the Kolkata Municipal Corporation vide (i) Building Permit No. 2016120040 dated 8<sup>th</sup> June 2016 in respect of 358/1 Premises as modified on \_\_\_\_\_(ii) Building Permit No. 2016120039 dated 8<sup>th</sup> June 2016 in respect of 359 Premises as modified on 16.08.2018, , (iii) Building Permit No. 2016120038 dated 8<sup>th</sup> June 2016 in respect of 360 Premises as modified on 24.04.2018 and Building Permit No. 2018120043 dated 15<sup>th</sup> June 2018 in respect of 358 Premises as modified on \_\_\_\_\_ and also include all additions/alterations made thereto and otherwise subject to compliance of the Act.
  - 1.4 "Respective Vendors" shall in case the Designated Apartment be situated at (a) the 358 Premises mean the Vendor No. 1; (b) the 358/1 Premises mean the Vendor No. 2; (c) the 359 Premises mean the Vendor No. 3 and (d) the 360 Premises mean all the Vendors Provided that where the context relates to Common Areas which are common to the whole Project, then shall mean all the Vendors.
  - 1.5 "Maintenance in-charge" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
  - 1.6 "Common Purposes" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
  - 1.7 Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.

1.8 Number: words importing singular number shall according to the context mean and construe the plural number and vice versa

- 2 The said Building shall contain certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall contain certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner
- 3 The Project contains open and covered parking spaces as per sanctioned plans (“Car Parking Areas”). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule E and which can be used for parking “Open Parking Areas”. For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Co-owners who need the same and apply for the same with preference being given by the Promoter to those Co-owners who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
- 4 The Purchaser acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional structures/construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.
- 5 The ownership and enjoyment of the Designated Apartment by the Purchaser shall be Subject to the observance, fulfilment and performance of the terms and conditions of this Deed as also the House Rules as stipulated in Schedule E-1 hereto.
- 6 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 12 (months) from the date of the Completion Certificate
- 7 The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Vendor or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

- 8 In case the Purchaser has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone.
- 9 The Project shall bear the name "**Vindhya Serenity**" or such other name as be decided by the Promoter from time to time. The Blocks shall also bear such name as be decided by the Promoter from time to time. The name of the building cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE 'B' – APARTMENT, PARKING ETC.,

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

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

## SCHEDULE D –EASEMENTS:

### (Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appurtenances and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendors and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
  - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
  - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
  - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
  - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendors and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:



- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
- b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
- c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
- d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
- e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE 'E' - AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT).

1 AMENITIES & FACILITIES:

1.1 **Common Areas at the Building in which the Designated Apartment is situated:**

- 1.1.1 Staircases, landings and passage and stair-cover on the ultimate roof.
- 1.1.2 Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the one lift of the Said Building.
- 1.1.3 Lift, with machineries accessories and equipments and lift well for installing the same in the Said Building.
- 1.1.4 Electrical installations with main switch and meter and space required therefor.
- 1.1.5 Ultimate open to sky space on the ultimate Roof of the Said Building.
- 1.1.6 Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Said Building.
- 1.1.7 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Said Building.
- 1.1.8 Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Said Building.

1.2 **Common Areas at the Project:**

- 1.2.1 Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.
- 1.2.2 Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 1.2.3 Surveillance System in the entrance lobby of the Buildings in the Project and any other place if so provided by the Promoter.
- 1.2.4 Intercom facility.
- 1.2.5 Underground water reservoir
- 1.2.6 Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the Buildings in the Project.
- 1.2.7 Municipal Water supply.
- 1.2.8 Water waste and sewerage evacuation pipes and drains from the Buildings in the Project to the municipal drains.
- 1.2.9 DG Set, its panels, accessories and wirings and space for installation of the same.

- 1.2.10 Community Hall, Gym, and other related construction and the constructions, fittings and fixtures with equipments.
- 1.2.11 Boundary wall and gate and Security Room
- 1.2.12 Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project
- 1.3 **EXTRACURRICULAR FACILITY:** The Promoter proposes to erect , install and/or make available certain facilities as hereinafter mentioned (hereinafter referred to as “the EC Facility” which expression shall include any modifications or alterations of all or any such facility) at a portion of the said Land containing:-
- (a) Community hall with first time installation of airconditioners located at a portion of Ground floor of Premises No. 360 Jogendra Garden;
  - (b) Toilets near or connected to the Community Hall;
  - (c) Gym with first time installation of equipments and airconditioner located at a portion of Ground floor of Premises No. 359 Jogendra Garden;
  - (d) Kid’s play area located at a portion of ground level of Premises No. 358/1 Jogendra Garden
  - (e) Garden sit out area located at a portion of ground level of Premises No. 360 Jogendra Garden
  - (f) Jogging Track located at the ground level of the said Land
  - (g) Green Zen Garden located at a portion of ground level of Premises No. 359 Jogendra Garden
- 1.3.1 On the EC Facility becoming functional, the Purchaser shall pay all charges for such use as may be prescribed by the Maintenance In Charge and comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. It is expressly agreed and clarified that the use of the EC facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure and appoint agencies for maintenance specializing in the relevant tasks. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident damage or untoward incident while enjoying any EC facility by the Purchaser or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge in writing and the Promoter or the Maintenance In-charge shall be at liberty to refuse the same without assigning any reason thereof.

1.3.2 The EC Facility may be used by the Purchaser and its family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail the EC Facility, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

SCHEDULE E-1  
(HOUSE RULES)

- 1 HOUSE RULES: The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):
  1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
  2. Unless the right of parking is expressly agreed to be granted and mentioned in Clause 2 of the Schedule B hereinabove written ("Parking Facility"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land)
  3. In case the Purchaser has applied for facility of parking motor car/two wheeler and has been allotted the said Facility and is so specifically mentioned in Clause 2 of the Schedule B hereinabove written, the facility of such parking shall be subject to the following conditions:-
    - 3.1. the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;;
    - 3.2. the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space (but not exceeding 120 square feet and/or two wheeler, as the case may be. In case the Purchaser has been granted any Parking Facility for motor car as specifically mentioned in Clause 2 of the Schedule B hereinabove written, the same shall not and cannot be used to park any two-wheeler or any other vehicle and vice versa.
    - 3.3. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
    - 3.4. The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
    - 3.5. The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.

- 3.6. This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
- 3.7. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
- 3.8. The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
4. In case the Purchaser has not been agreed to be granted any Parking Facility, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
5. In case of power failure and power being supplied by the generator, the Purchaser shall not use power exceeding 1KVA from generator supply nor use any plug points.
6. Fittings & Fixtures: Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. In doing and carrying out the said fit out works, the Purchaser shall be obliged to adhere to the following:
  - (i) All works shall be done and in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and other authorities and with minimum noise and the Purchaser shall ensure that no disturbance or annoyance to the other Co-owners;
  - (ii) The Purchaser shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and there shall be regular clearing of all debris arising out of the Fitout works;
  - (iii) The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Apartment.
  - (iv) The Purchaser shall be responsible for all consequences, losses of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser in carrying out any condition and stipulation mentioned herein.
7. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of

germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

8. Not to claim any access or user of any other block or building at the said Land except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
9. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
10. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
11. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings in the Project passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the New Building or any part thereof.
12. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
13. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the New Building or the said Land save the battery operated inverter inside the Designated Apartment.
14. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
15. not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.

16. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
17. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings in the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
18. to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Vendors and the Promoter and all other persons entitled thereto.
19. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
20. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings in the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
21. 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 New Building or may cause any increase in the premia payable in respect thereof.
22. not to commit or permit to be committed any alteration or changes in, or draw from outside the New Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
23. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
24. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
25. to maintain at his own costs, the Designated Apartment in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the



relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

26. not to alter the outer elevation or façade or colour scheme of the Buildings in the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings in the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
27. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
28. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
29. not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners
- 30 To allow and permit the Promoter the following rights and authorities:-
  - (i) The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the vendors/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

- (ii) The Vendors and the Promoter shall at their sole discretion be entitled to provide separate entrances and other facilities to the Co-owners of different blocks or use groups and to identify and demarcate separate pathways for them respectively and for that to divide the ground level area and/or any portion of the Buildings at the Project in such manner as they or any of them may deem fit and proper.

31 The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

- (i) Property tax and/or Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Apartment directly to the Kolkata Municipal Corporation, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in Schedule E-2 hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.3/- (Rupee three) only per Square foot per month of the built-up area of the Designated Apartment. The said minimum rates 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.
- (vi) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.

- (vii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 32. All payments mentioned in this agreement shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7<sup>th</sup> day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Apartment **Provided That** any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default
- 33. The amount mentioned in clause 31 (v) above does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas 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 Purchaser.
- 34. The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 35. In the event of the Purchaser 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 Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 36. The Purchaser shall be and remain responsible for and to indemnify the Vendors and the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors or the Promoter as a result of any act omission or negligence of the

Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

## **SCHEDULE E-2**

Common Expenses shall include the following ("**Common Expenses**"):

- 1.2. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building and of the Project (including , lifts, generators, intercom, water pump with motor, EC facility related equipments, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the EC facility and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 1.3. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, EC related equipments, electricity, light fittings etc.) and also the costs of repairing, renovating and replacing the same.
- 1.4. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- 1.5. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- 1.6. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
- 1.7. **INSURANCE:** Insurance premium for insurance, if so done, of the Building (except individual units) against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 1.8. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 1.9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

1.10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter and/or the Association for the common purposes.