

1. **Date:**

2. **Nature of document: Deed of Sale.**

3. **Parties:**

OWNERS:

(1)SHRI AMITAVA CHAKRAVARTY, son of Late Nripendra Nath Chakravarty having Aadhaar Card No. 318206776456 and PAN : ACMP1281F, residing at 4A Lake Range (earlier known as 4A & 4B Lake Range), Post Office Kalighat, P.S. Tollygunge, Kolkata – 700 026, District 24 Parganas (South) hereinafter called as CO-OWNER (which expression shall unless exclude by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives assigns and nominee or nominees)

(2) MRS. SHUKLA GHOSHAL (PAN NO.- AGPPG7879Q) (AADHAR NO. 797233615344) daughter of Late Ashis Kumar Chakravarty, wife of Mrityunjoy Ghoshal, faith Hindu, by profession -housewife, by nationality- Indian, residing at Flat No. 3ME , 102 Southern Avenue , Lake Kalibari, P.O.- Sarat Bose Road , P.S. Rabindra Sarobar, Kolkata -700029, District – 24 Parganas (South), West Bengal, hereinafter called as CO-OWNER (which expression shall unless exclude by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives assigns and nominee or nominees)

Promoter: M/s. NOBLE ESTATES, a partnership firm having (PAN No. AAPFN9969C) and its office at 5/3, Pankajini Chatterjee Road, P.S: Charu Market, P.O: Tollygunge, Kolkata-700033, having administrative office at 1/3A Rammoy Road, first floor, Kolkata 700 025, represented by one of its partner Mr. Surendra Kumar Karnani having (PAN:AJYPK1604M) (Aadhaar No. 614557779769) son of Late Chand Ratan Karnani, residing at 70, P C Ghosh Road, P.O : Sreebhumi, P.S : Lake Town, Kolkata-700048, hereinafter referred to as Promoter/Vendor (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include successor or successors in office and /or assigns) of the SECOND PART.

(1) **Allottee/Purchaser:** Mr. (PAN:_____) son of Mr. _____, by occupation Service, faith Hindu, Citizen of India, residing at _____, P.O. _____, P. S. _____, Kolkata – 700 0____, of the THIRD PART.

3.1 The terms Owner, Promoter and Allottee shall include their respective successors-in-interest and all persons claiming under or through them.

3.2 The terms Owner & Promoter shall mean the Transferor.

4. **Background:**

4.1 The Owner herein are the absolute owners of ALL THAT piece and parcel of land mentioned in the **Schedule-A** (Said Land). The details of Ownership of the 'Said Land' are more fully mentioned in the **Schedule-B**.

4.2 The Second Party herein is a Promoter engaged in the development of real estate properties in Kolkata.

4.3 The Owner (1) Amitava Chakravarty has entered into Registered Joint Development Agreement with the Promoter and has granted Registered Power of Attorney in favour of the Developer for development of the Said Premises (2) Shukla Ghoshal has entered into an Agreement for Sale with the Promoter and has granted Registered Power of Attorney in favour of the Developer for development of the Said Premises. The details of such Registered Development Agreement, Power of Attorneys and Agreement for Sale are more fully mentioned in **Schedule-B1**.

4.4 The plan for development of the Residential building with residential apartments has been sanctioned by Kolkata Municipal Corporation and based on the said sanctioned Plan, the Promoter has completed construction of the Said Premises "NOBLE AURA" and the Kolkata Municipal Corporation (KMC) has granted Completion Certificate for the project and the details of the sanction plan and CC are mentioned in **Schedule-B2**. The particulars of the project 'NOBLE AURA' (Said Premises) more fully mentioned in **Schedule-C**.

4.5 By a Sale Agreement more fully mentioned in **Schedule-D** the Owner and the Promoter have sold one Residential Apartment at 'NOBLE AURA' more fully described in the **Schedule-D1** to the Allottee herein, and by executing and registering this deed of sale the Owner and Promoter are conveying / transferring the said Apartment in favour of the Allottee.

4.6 **Car parking space** – For better understanding, management and discipline amongst the apartment owners/occupiers of the Said Premises, the Promoter has earmarked and allotted the car parking space, to those allottees who have applied for the same. The details of the same if allotted are more fully described in the **Schedule-D1**, and as per the plan annexed

hereto, against apartment purchased by the Allottee to facilitate the parking of medium size road worthy passenger car therein.

5. Interpretations:

- 5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee's respective Apartment, viz-a-viz total area of the new building / project which will also include proportionate area of the total common area.
- 5.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
- 5.3 Masculine gender shall include feminine and neuter genders and vice versa.
- 5.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
- 5.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed.

6. Subject Matter of Sale/Transfer: more fully described in **Schedule-D1**.

7. Now this Indenture witnesses:

7.1 Transfer:

- 7.1.1 In consideration of payment for a total amount, more fully described in **Schedule-E**, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Promoter herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owner and Promoter (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT an Apartment with facility to park medium size road worthy passenger car/s in the allotted car parking space, hereinafter referred to as the **Said Unit** and forming part and parcel thereof, more fully described in the **Schedule-D1**, together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Apartment/Unit, and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Unit **TO HAVE AND TO HOLD** the said Unit, unto the Allottee herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the

beneficial use and enjoyment of the said Unit, belonging to and held by the Allottee for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferors, the Allottee shall have every right to sell, gift, lease and transfer the same.

- 7.1.2 Right to use the common area of the Said Premises more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said Premises and/or the Said Property, including the common facilities and amenities provided there at.
- 7.1.3 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-G** and further subject to conditions more fully described in **Schedule-H**, which shall be covenants running with the said Unit.

7.2 **Covenants of the Allottee:**

- 7.2.1 The Allottee subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule-H**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.
- 7.2.2 The Allottee has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.
- 7.2.3 Upon execution of this conveyance deed, the Allottee, subject to the warranty mentioned in clause 7.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Owners and Promoter.

7.3 **Covenants and Rights of Transferors:**

- 7.3.1 The Transferors confirm that the title to the Premises is marketable and free from all encumbrances and the Transferors jointly have good right, full power and absolute authority to sell, transfer and convey the said Apartment, as mentioned in **Schedule-D1**.
- 7.3.2 That at the costs and requests of Allottee, the Transferors shall do all such acts and execute all documents as may be required for more perfectly assuring the said Unit unto and/or in favour of the Allottee and shall also, for verification produce and / or provide all original title

documents/papers, unless prevented by fire or irresistible force.

7.3.3 The Promoter shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Promoter, at its own cost and effort, within one calendar year from the date of Completion Certificate, issued by the KMC.

It is clarified that the above said responsibility of the Transferors shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Said Premises 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 Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Units and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20° Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

7.3.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all covered car parking spaces, save and except those allotted to the Allottee, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the Said Premises '**NOBLE AURA**', at such consideration or in such manner as thought deemed fit and proper.

7.3.5 The Promoter reserve its right for development in future adjoining/

neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the Said Premises.

7.3.6 The Owner and the Promoter shall transfer the common areas of the project to the Association of the Allottees when the same is formed and registered. The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

8. Possession:

Simultaneously upon execution of this deed of sale, the Promoter has handed over possession of the said Apartment along with the car parking space, if allotted as per the plan annexed hereto, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Apartment against the Transferor.

**SCHEDULE-A
(Said Land)**

ALL THAT the piece and parcel of land containing an area of about 5 Cottahs 7 Chittacks and 14 square feet together with G+1 storied storied building situated thereon being premises No. 4A Lake Range, Kolkata- 700 026 within the limits of the Kolkata Municipal Corporation Ward No.87, being Assessee No. 110871500058 and butted and bounded by in the manner as follows that is to say:-

ON THE SOUTH : Being premises number 6A, Lake Range Kolkata 700026

ON THE NORTH : Being premises number 7A, Lake Range Kolkata 700026

ON THE EAST : KMC road known as Lake Range.

ON THE WEST : By Premises number 7E, S C Das Kolkta 700026

**Schedule-B
[Devolution of Title]**

WHEREAS:

- 1) One Prativa Debi, wife of Nripendra Kumar Chakravarty of 3, Kasi Road, Bihar, Jamshedpur, being the mother of the First Party herein, purchased a plot of land measuring about 05 cothas 7 chittacks and 14 sq.ft. lying and situate and being earlier Premises No. 458, Calcutta Improvement Trust Scheme No. XXXIII, formed out of portion of Old Municipal No. 4, Mudiali Road, being part of Holding Nos. 39, 43, 52, and 53, presently known and numbered as premises No.4A and 4B, Lake Range, within ward No.87 of KMC, P.S. Tollygunge, Kolkata-700026 (hereinafter referred to as the said entire land).
- 2) The said Prativa Debi, wife of Nripendra Kumar Chakravarty of 3, Kasi Road, Bihar, Jamshedpur, purchased said entire land from Calcutta Improvement Trust (presently known as Kolkata Improvement Trust) the Deed of Purchase was registered in the office of the District Registrar, Alipore, and recorded in Book No. I, Volume No. 8, Page No. 245 to 247, being Deed No. 143 for year 1938.
- 3) Subsequently a mortgage Deed was executed on 10th day of May, 1938, thereby the above entire land was Mortgaged to Calcutta Insurance Co. Ltd. for a sum of Rs.12,500/- . In the said Mortgage Deed, Smt. Prativa Debi was the Mortgagor, her husband Sri Nripendra Kumar Chakraborty, was the Assignor and Calcutta Insurance Co. Ltd., was referred to as the said Company/Mortgagee. The said Mortgaged deed was registered in the office of the District Registrar, Alipore, and recorded in Book No. I, Volume No. 48, Page No. 116 to 128, being Deed No. 1815 for year 1938.
- 4) Said Prativa Debi, for the purpose of construction of a building on the part of the said entire land, had obtained a Building Plan being B.S. number 116 dated 17.05.1938 sanctioned by the Calcutta Municipal Corporation and Prativa Debi, with the financial assistance received from her husband, constructed a two storied building with a Thakur Ghar on the roof, on the part of the said entire land.
- 5) Thereafter, the said mortgaged amount together with interest accrued thereon amounting to Rs.16,023/- was repaid to the said Calcutta Insurance Co. Ltd., and the said insurance Company released the above property through a Deed of Release as referred in the order no. EDC-C/335C dated 31.3.1964 of Assistant Conroller, Estate Duty cum Income Tax Circle, Calcutta.
- 6) In the manner aforesaid, said Prativa Debi became the absolute Owner in respect of the plot of land measuring about 05 cothas 7 chittacks and 14 sq.ft. together with two storied building with a Thakur Ghar on the roof constructed on the part of the entire land and remaining land lying vacant, presently known and numbered as 4A Lake Range (earlier known as 4A&4B Lake Range), P.S. Tollygunge, Kolkata-700026, hereinafter referred to as the **SAID PROPERTY**, more fully and particularly described in the **FIRST SCHEDULE**.

- 7) Said Prativa Debi died intestate on 6th March, 1967, leaving behind her two sons namely Dr. Ashis Kumar Chakravarty and Amitava Chakravarty as her surviving legal heirs, and her husband Nripendra Kumar Chakravarty predeceased her on 02.01.1963.
- 8) In the manner aforesaid, Ashis Kumar Chakravarty and Amitava Chakravarty, became the joint owners of the SAID PROPERTY, each having undivided half share and mutated their names in the records of the Kolkata Municipal Corporation.
- 9) Subsequently upon mutation in the KMC record Premises No. 4A, Lake Range was assessed and mutated in the name of Ashis Kumar Chakraborty and Amitava Chakravarty, having Assessee No. 110871500058 in respect of the said Dwelling House and Premises No. 4B, Lake Range was assessed and mutated in the name of Ashis Kumar Chakraborty and Amitava Chakraborty, having Assessee No. 110871500060 in respect of the vacant land.
- 10) Said Ashis Kumar Chakravarty in his lifetime executed his last WILL And Testament which was registered before the office of the Additional District Sub Registrar, Alipore, South 24 Parganas on 29th June, 2018 recorded in Book No.- III, Volume NO. 1605-2018, Pages from 3403 to 3417, being No. 160500243 for the year 2018 (**hereinafter referred to as the said WILL**).
- 11) In the said Will, he bequeathed his undivided 50% SHARE in the said property to his two daughters namely Krishna Mukherjee and Shukla Ghoshal jointly subject to the life interest of his wife Aruna Chakravarty.
- 12) Said Ashis Kumar Chakravarty died on 09/04/2019 leaving behind wife Aruna Chakravarty and two daughters namely Krishna Mukherjee and Shukla Ghoshal as his surviving legal heirs, and the said Aruna Chakravarty, died subsequently on 11/07/2022.
- 13) Shukla Ghoshal, the sole Executrix named in the said WILL, applied probate of the said WILL of her father Late Ashis Kumar Chakravarty before the Hon'ble High Court, Calcutta being P.L.A. No. 89 of 2023 and also filed an affidavit of assets in the said P.L.A. No. 89 of 2023 as Executrix. Hon'ble High Court , Calcutta granted probate in favor of said Executrix Shukla Ghosal on 23/11/2023 in the said P.L.A. No. 89 of 2023.

In view of the above said, the ownership of the said property vested/devolved upon in the manner following :

- (i) **Amitava Chakravarty**--Undivided 50% Share in the said Property;
- (ii) **Krishna Mukherjee**-- Undivided 25% Share in the said Property;

(iii) Shukla Ghoshal-- Undivided 25% Share in the said Property;

14) In the manner aforesaid, Krishna Mukherjee and Shukla Ghoshal together became the joint owners of the Undivided 50% Share in the said Property, received from said Ashis Kumar Chakravarty, each having undivided 25% share in the said Property.

15) Krishna Mukherjee executed a Deed of Gift on 22.05.2024, in respect of her undivided 25% share in the said Property in favour of her sister Shukla Ghoshal, and the said Deed of Gift was registered in the Office of the Additional Registrar of Assurance-IV, Kolkata and recorded in Book No.I, CD Volume No. 1904-2024, Pages from 422029 to 422053, Deed No. 190407406 for the year 2024 (hereinafter referred to as the SAID GIFT DEED).

16) In the manner aforesaid, CO-OWNER/PARTY OF THE SECOND PART herein became the owner of undivided 50% share in the Said Property.

SCHEDULE - B-1
(Joint Development Agreements and Power of Attorney)

- A. That one of the Co-owners, Party of the First Part, namely Amitava Chakravarty, for the purpose of the development of his 50% undivided share in the the “Said Land”, have entered into a Development Agreement dated 07.07.2024, duly registered at the office of recorded in Book No....., Volume No....., Page from , being No..... for the year with the Party of the Third Part herein on the terms, conditions and considerations mentioned therein.
- B. In terms of the Said Development Agreement, Mr. Amitava Chakravarty i.e. Party of the First Part have also granted a Power of Attorney in favour of the Promoter, that is Party of the Third Part, registered at the office of Additional Registrar of Assurance – IV, Kolkata, West Bengal recorded in Book No. – I, Volume No.1904-2024, Page from 570211 to 570223, being No.190410426 for the year 2024 for undertaking development of his undivided share in the “Said Land” and also for authorizing to sell Developer’s allocation area in the proposed new building.
- C. The other Co-owner namely Mrs. Shukla Ghoshal i.e. Party of the Second Part for the purpose of selling her undivided 50% in the “Said Land” have entered into a Agreement for Sale dated 7.7.2024 on the terms, conditions and considerations mentioned therein.
- D. In terms of the Said Agreement for Sale, Mrs Shukla Ghoshal have also granted a Power of Attorney in favour of the Promoter i.e Party of the Third

Part, registered at the office of Additional Registrar of Assurance – IV, Kolkata, West Bengal recorded in Book No. – I, Volume No. 1904-2024, Page from 570224 to 570237, being No. 190410425 for the year 2024 for getting all the necessary clearances, approvals, and permissions from the various authorities including sanction of the proposed building plan for her 50% undivided share in the Said Land.

E. On the basis of the above said two Power of Attorneys and the Said Development Agreement, the promoter have obtained the building sanction plan from the KMC vide Building Permit Number 2024080105 dated for the proposed new building to be constructed at the “Said Land”.

SCHEDULE-B2
(Building Plan and Completion Certificate)

The Kolkata Municipal Corporation (KMC) has sanctioned a plan for construction of Residential Building comprising of Residential Apartments, car parking spaces and other constructed areas, at Premises No. 4A Lake Range, Kolkata 700026 within the limits of the Kolkata Municipal Corporation Ward No. 87, vide Building Permit No. 2024080105. The Promoter on the basis of above mentioned plan, has completed construction of Said Project ‘NOBLE AURA’ and KMC has granted completion certificate bearing No..... dated.....

SCHEDULE-C
(Said Premises)

All that the newly constructed Residential Building ‘NOBLE AURA’, comprising of One Tower consisting of Ground + 4 Upper Floors having self-contained residential apartments, car parking spaces and other constructed areas at Premises No. 4A Lake Range, Kolkata 700026.

SCHEDULE-D
(Sale Agreement)

The Owner and the Promoter have entered into a Sale Agreement on _____ with the Allottee herein for sale/allotment of a Residential Apartment more fully described in the **Schedule-D1**.

SCHEDULE-D1
(Subject Matter of Sale)
The Said Unit

ALL THAT the Residential Apartment being No. ___, on the __ Floor, measuring __ Carpet Area sq. ft. (excluding balcony/exclusive open terrace) more or less and corresponding Built-up Area _____ sq. ft. more or less with facility to park __ medium size road worthy passenger car, in the allotted _____ car parking space,

together, with variable undivided proportionate share in the land underneath the said building attributable to the said Apartment/Unit (Land Share) and right to use the common area and portions, more fully described in **Schedule-F**, in '**NOBLE AURA**' at Premises No. 4A, Lake Range, Kolkata – 700026.

SCHEDULE - E (Consideration)

Total: Rs.xxxxxxxx
=====

(Rupees) only.

SCHEDULE - F

(Common Areas, Amenities & Facilities)

1. Entrance lobby
2. Electrical Meter room
3. Overhead Water Tank
4. Underground Water Reservoir
5. Staircase Overhead
6. Electrical installations
7. DG
8. Intercom
9. Water distribution pipes all around the building.
10. Drainage & sewage lines.
11. Surveillance facility with CCTV in common areas
12. Sufficient project illumination through compound and street lighting inside the building
13. Energy efficient LED lightning in common areas
14. "Said Land" under the premises.

Schedule G (Easement & Restrictions)

All Apartment owners/occupants of the Said Premises including the Owner and Promoter shall be bound by the following easement and/or conditions:

1. The right of ingress to and egress from their respective Apartments over the common portion.

2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Apartment or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule-H**.
5. None of the Apartments shall be partitioned by metes and bounds by dividing an Apartment, for the purpose of sale of such part/s of the said Apartment.
6. The Allotees/occupiers of the said Apartment shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

SCHEDULE -H
(Allottee's Covenants)
Part I
(Specific Covenants)

1. The Allottee shall not:

- 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.
- 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments and/or any portion of the Said Premises.
- 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the Said Premises, save & except the said Unit and in the
- 1.4 Area of common enjoyment as mentioned hereinbefore in **Schedule - F**.
- 1.5 Make any claim due to certain changes in the overall plans, construction and specifications of the building.
- 1.6 Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.

- 1.7 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuge in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
- 1.8 Place or cause to be placed any article or object in the common area/portion.
- 1.9 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Said Premises and/or the adjoining buildings.
- 1.10 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- 1.11 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition / alternation for the same.
- 1.12 Let out or part with possession of the allotted Car Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- 1.13 Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said project.
- 1.14 Park car/two wheeler or any car on the pathway or open spaces of the Said Premises, or at any other space, save & except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the Said Premises.
- 1.15 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the building save at the places provided therefor, however, this shall not prevent the Allottee from displaying a small and decent name – plate outside the main door of the Apartment.
- 1.16 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Apartment or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/ occupiers.

- 1.17 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Said Premises or other parts of the said Premises.
- 1.18 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.19 Affix or change the design or the place of the grills, railings, the windows or the main door of the Apartment.
- 1.20 Alter any portion, elevation or the color scheme of the Residential Complex, the said Premises and/ or the Common Areas/Portions.
- 1.21 Question the quantum of any amount levied upon the Allottee on any account herein contained by the Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.
- 1.22 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter, develop any adjoining/neighbouring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises, to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the common expenses towards maintenance and upkeep of development (other than the building constructed therein) and accordingly the proposed building to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.
- 1.23 Restrict any of the other owners/occupiers of the Said Premises for the full and unrestricted enjoyment of the Easements described in Schedule-G.

2. The Allottee shall:

- 2.1 Co-operate in the management and maintenance of the Said Premises.
- 2.2 Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- 2.3 Use the said Apartment/unit for residential purpose only.
- 2.4 Strictly follow and adhere, to the rules and regulations and/or terms and

conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project.

- 2.5 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit and the said Premises within 7 (seven) days of being called upon to do so.
- 2.6 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.7 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
- 2.8 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc. for ingress, egress and for the purpose of which it is meant.
- 2.9 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.10 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to the Said Premises or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.11 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Said Premises, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee shall have right to claim reimbursement, if the same be occasioned due to default by any other person.
- 2.12 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferors and/or those that by the Association upon its formation.

Part-II
(Maintenance of the Said Premises)

1. The Promoter has constructed a residential building called 'NOBLE AURA' as more fully mentioned in **Schedule-C**.
2. Upon formation of the Association or Body of the allottees/owners of the 'NOBLE AURA', all rights and obligations with regard to the Maintenance and Management of 'NOBLE AURA' shall be transferred by the Promoter to such Association/Body. Thereafter the said Association shall be responsible for Maintenance and Management of 'NOBLE AURA' and comply with all statutory compliances and/or renewal of all applicable Licenses, NOCs etc. including but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Pollution Control Board, Environment Dept., Municipal Authority etc. and the Promoter shall not be held responsible for non-compliance, if any on part of the said Association in this regard. The said Association shall further be responsible to extend all necessary co-operations to the Promoter in the matter of change of name in respect of all NOCs, Permissions, and Licenses etc. of the project in the name of the said Association from the Name of the Promoter.
3. The Allottee shall become a member of the Association/Body to be formed by the Apartment Owners of the Said Premises at the behest of the Transferors for the maintenance and management of the Common Portions more fully described in **Schedule-F**.
4. The Transferors shall assist the Allottee in all respects in formation of the Association/Body.
5. The Allottee shall co-operate with the Promoter in all respects for formation of the Association/Body, and for that the Allottee shall authorize the Promoter by giving a Power of Attorney in favour of its authorized representative.
6. The Allottee shall accept the rules and regulations of the Association/Body to be formed by the Apartment owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.
7. The Allottee shall pay all the charges and fees to the Association/Body as may be levied upon the Allottee by the Association/Body within the dates due therefor.
8. No Allottee shall have the right to form a parallel, independent Association / Body in respect of the said premises and/or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the Said Premises.

Part-III (Management & Maintenance)

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the KMC, irrespective of the date of possession of the said Apartment/Unit, received by the Allottee. The Association/Body to be formed by the Apartment Owners shall manage/ maintain the premises, the said building and the Common Areas/Portions.
2. The Transferors shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Apartment owners in the respect of the Apartments, which have not been transferred by them.
3. The management and maintenance service shall be managed by the Promoter, for a maximum period of one year from the date of issuance of completion certificate, by appointing various agencies such as security, housekeeping and gardening. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.
4. All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the Apartment owners.
5. The Association/Body shall, upon its formation and once handed over by the promoter, be entitled to maintain the Common Areas/Portion.
6. Upon taking over the maintenance and management of the complex by the Association/Body from the promoter, the deposit with the Promoter, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
7. The Association/Body to be formed by the Apartment owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the Said Premises.
8. If Promoter or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee, then the Allottee shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Apartment Owners.
9. The Allottee shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Part-IV (Common Expenses)

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the promoter until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
4. **Insurance:** Costs of insuring the Building and the Common Portions.
5. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
6. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owner of any of the Apartments of the Residential Complex.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **Others:** All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
9. The Allottee shall regularly and punctually make payment of the Maintenance Charges , as per clause 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ 2 % per month on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter / Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
 - i. to discontinue the supply of electricity to the "Said Unit".
 - ii. to disconnect the water supply

- iii. to dis-allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
- iv. to discontinue the usage of all amenities and facilities provided in the said project 'NOBLE AURA' to the Allottee and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter / Association to realize the due amount from the Allottee.

Part-V **(Apportionment of Municipal Rates & Taxes & Other Impositions)**

- 1. The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/Units and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.
- 2. Upon or after the apportionment of taxes by the KMC, the Purchaser Allottee alone is liable and responsible to pay the KMC tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the KMC, till such time the same is done by KMC the Allottee shall pay taxes proportionately along with other Allotees.
- 3. Besides the amount of the impositions, the Allottee shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
- 4. The liability of the Allottee of Impositions and Penalties in respect of the said Apartment/Unit would accrue with effect from date of Completion Certificate received for the said Residential Complex.
- 5. The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.

Execution and delivery:

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the **OWNER** at
Kolkata in the presence of:

Executed and delivered by the
PROMOTER at Kolkata in the presence of:

Executed and delivered by the **ALLOTTEE**
at Kolkata in the presence of:

Memo of Consideration

Received the aforementioned sum of Rs...../- (Rupees) only by
cheques and TDS as full consideration and/or price for sale of the said Apartment/Unit
from the Allottee.

(Promoter)

=====
DATED THIS DAY OF 20__
=====

BETWEEN

... OWNER

AND

Noble Estates

... PROMOTER

AND

.....
... ALLOTTEE

DEED OF SALE

Apartment/Unit No.,
'NOBLE AURA'
4A LAKE RANGE,
Kolkata – 700 026