

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____ (Month), 20____.

By and Between

CHOWDHURYS' ESTATES PRIVATE LIMITED, an existing company within the meaning of the Companies Act, 2013 having its registered office at 55, Chowringhee Road, Police Station – Shakespeare Sarani, Post Office – Middleton Row, Kolkata- 700071 represented by its Director/Authorized Representative Mr. _____, son of _____ having PAN _____, having Aadhaar No. _____ and residing at _____, Police Station _____ and Post Office _____, Kolkata - _____ hereinafter referred to as “the **VENDOR**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **FIRST PART**;

AND

SHITIJ REAL ESTATES LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at 2nd Floor Alom House, 7B Dr Harendra Coomer Mukherjee Sarani, Post Office Middleton Row, Police Station Shakespeare Sarani, Kolkata-700071 having LLPIN:AAI-8275 and PAN: ADIFS8217Q, represented by its Authorized Representative Mr. _____, son of _____ having PAN _____, having Aadhaar No. _____ and residing at _____, Police Station _____ and Post Office _____, Kolkata - _____ hereinafter referred to as “the **PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar 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, executors, administrators and permitted assignees) of the **THIRD PART**;

[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, _____, (Aadhar no. _____) 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 its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **THIRD PART**;

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____, (Aadhar 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 assignees) of the **THIRD PART**;

[OR]

[If the Purchaser is a HUF]

Mr. _____, (Aadhar 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 include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**;

[Please insert details of other Purchaser(s), in case of more than one Purchaser]

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

I. WHEREAS:

- A.** The Vendor is the sole and absolute owner of **All That** piece or parcel of land containing a land area of 3(three) Bighas 15 (fifteen) Cottahs 5(five) Chittacks 6 (six) Square feet more or less situate lying at and being Premises No. 11/1 Pandit Rabisankar Sarani (formerly 11/1 Burdwan Road), Kolkata-700027 under Police Station Alipore in the District of South 24 Parganas morefully described in **Schedule A** (hereinafter referred to as "the **Project Land**"). The particulars of the sale deed whereby the Vendor purchased the Project Land and other facts of devolution of title in respect of the Project Land are mentioned in **Schedule A-1** hereto.
- B.** The Promoter is the developer appointed by the Vendor in respect of development of the Project Land under the Development Agreement dated 24th May 2022 particulars whereof is mentioned in **Schedule A-1**.
- C.** The Project Land is earmarked for the purpose of building a primarily residential project comprising, for the time being, of buildings having, inter alia, two blocks out of which one

block namely Block **A** having Basement plus Ground plus seven upper floors containing residential units from first floor level and another block namely Block **B** having Basement plus Ground plus seven upper floors containing residential units from first floor level (hereinafter referred to as “the **Buildings**”) as per plans sanctioned by the Kolkata Municipal Corporation vide plan No. **B.P. No. 2024090043** dated **18/09/2024** (hereinafter referred to as “the **sanctioned building plans**” which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto) (the Project Land with the Buildings to be constructed thereon is hereinafter referred to as “the **Project**”). The Project shall be known as ‘**EMPYREAN**’. The Promoter has caused to be constructed the Project and obtained the Completion Certificate in respect of the Building/s on _____.

- D.** The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____.
- E.** By Agreement for Sale dated _____ (hereinafter referred to as “the **Sale Agreement**”), made between the Vendor, the Promoter and the Purchaser the Vendor and the Promoter agreed to sell to the Purchaser (as Allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** Apartment No. _____¹ (hereinafter referred to as “the said **Unit**”) having Carpet Area of _____ square feet more or less, type _____ [standard or duplex], on a portion of the _____ floor in Block _____ (hereinafter referred to as “the **Designated Block**”) along with parking facility for _____ (_____) motor car to be used by the Purchaser as permissible under the applicable laws (hereinafter referred to as “the **Parking Facility**”) Together With pro rata share in the land and Common Areas (as mentioned in the **Schedule D** hereto) and any other areas defined under Clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as “**Common Areas**”). The Unit, the Parking Facility, if any and pro rata share of the Common Areas are hereinafter collectively referred to as “the **Designated Apartment**” and the Unit and the Parking Facility are more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as ‘**Appendix-A**’.² Certain other expressions used in this deed shall have the meaning as per Schedule A-2 hereto. The pro rata share in the Common Areas was agreed to be transferred so as to be ultimately held by the Purchaser as member of Association.
- F.** The Purchaser has paid the entire consideration of Rs. _____ /- (Rupees _____) only payable for sale of the Designated Apartment under the Sale _____

¹ In case the Unit has been agreed to be sold in unfinished condition the following words will be added - (*without internal finishing and in an unfinished, bare and raw condition*)

² In case the Unit has been agreed to be sold in unfinished condition the following sentence would be added - *Under the said Agreement, the Purchaser had taken it upon himself to complete all works including flooring, fixtures, fittings, internal piping and cabling, electrical fittings, toilets, at its own costs and expenses and in a good and workman-like manner and without violating any laws, rules or regulations of the municipal and other authorities.*

Agreement and the Vendor and the Promoter have apportioned and received the respective amounts receivables by them out of the same in terms of the Development Agreement.

- G.** The Purchaser has inspected the Designated Apartment and the Complex and satisfied himself about the construction and specification thereof³ and area of the Designated Apartment and the Common Areas provided and has no complaints or objection thereabout. The Purchaser has also gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein including the Additional disclosures and details contained in the Sale Agreement and in this Deed and has accepted the same and is fully satisfied thereabout.
- H.** 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. Pending formation of Association and for security of the Purchaser, the transfer in terms of clause IIA shall apply which the Purchaser agrees and accepts alongwith other related provisions mentioned elsewhere in these presents.
- I.** The Parties hereby confirm that they are signing this Deed with the full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.
- II.** **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 paid by the Purchaser to the Vendor and the Promoter at or before the execution hereof (the receipt whereof the Vendor and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the same the Vendor and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendor, to the extent of their respective entitlements, do hereby sell and transfer unto and to the Purchaser **ALL THAT** the said Unit No. ____ morefully and particularly mentioned and described in **Schedule-B** hereto together with parking facility if granted to the Purchaser and if so and as specifically mentioned in the said **Schedule-B AND TOGETHER WITH** the right to use the Common Areas and Installations in common with the Vendor and the 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 Vendor 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/Vendor as are set out in the **Schedule C** hereto **AND SUBJECT TO** the Purchaser observing, fulfilling and performing the House Rules and other covenants, terms

³ In case the Unit has been agreed to be sold in unfinished condition the following words will be added - *(to the extent mentioned in the Agreement)*

and conditions as contained herein below and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

- IIA.** As per Section 17 of the Act, the Promoter is, inter alia, required to execute undivided proportionate title in the common areas to the Association. The Promoter agrees to enable the formation of the Association of allottees of the Project and upon formation of such Association, the Promoter and the Vendor agree to convey the title to the Common Areas (including Project Land). The formation of Association is at the hands of the Co-owners of the Project and the Promoter and the Vendor record that they are keen to enable the formation.

Without affecting or prejudicing the said rights and obligations of the Promoter and the Vendor, at the request of the Purchaser and to allay any insecurity of the Purchaser and with the consent of the Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the Project Land (attributable to the Unit) by the Vendor and of the undivided proportionate title to the other Common Areas (attributable to the Unit) by the Vendor and the Promoter, to the extent of their respective entitlement, is and shall be deemed to be hereby conveyed to the Association to take ipso facto effect immediately upon the formation of the Association absolutely and shall remain vested with the Purchaser until then in trust and for the benefit of the Association.⁴ It is clarified that any document or instrument required to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser or of the Association including stamp duty and registration fee.

III. THE VENDOR 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 Vendor and the Promoter save only those as are expressly mentioned herein, if any.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect

⁴ In case transfer to Association takes place prior to execution of sale deed of a unit in favour of the Allottee or the Association is formed prior to such execution, the clause shall undergo suitable modifications.

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.

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

1. The Promoter agrees and acknowledges, that the Purchaser shall have the right to the Designated Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the said Unit.
 - (ii) Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016 and at the instance of the Purchaser, the Association is intended to be the owner of the undivided proportionate share in the Common Areas as morefully mentioned in clause IIA hereinabove. The Purchaser shall also have title to undivided proportionate share in the Common Areas as members of the Association as stipulated in clause IIA hereinabove.
 - (iii) Since the share interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with the Promoter, the Vendor, the other co-owners, occupants, maintenance staff etc. without causing them any inconvenience or hindrance and as per the rules made in this respect including the House Rules. Further, the right of the Purchaser to use the Common Area shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter has handed over/shall hand over** the Common Areas to the Association⁵.
2. **SINGLE UNIT:** The Purchaser agrees that the Unit along with Parking Facility, 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 Project 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 D** being the Common Areas and Installations shall be available only for use and enjoyment of the Co-owners of the Project.⁶

⁵ Strike out as per applicable fact

⁶ Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

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 shall 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 the Vendor accept no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and the Vendor fully indemnified and harmless in this regard.
5. **CONSTRUCTION OF THE PROJECT/APARTMENT:** The Purchaser has seen inspected and examined the Project and the Designated Apartment and all Common Areas and Installations thereat including all facilities, amenities and specifications thereat⁷ 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, facilities, amenities and specifications thereat⁸ and all the Common Areas and Installations.
6. **POSSESSION OF THE DESIGNATED 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 Maintenance In-charge duly made ready and complete with all specifications⁹, amenities and facilities of the Project.
7. **HANDOVER OF DOCUMENTS:** The Purchaser agrees and accepts that the Vendor and the Promoter shall handover the necessary documents and plans available in their respective custody pertaining to the Project Land and other Common Areas, to the Association upon its taking charge. The Purchaser is aware of loss of original documents of title as mentioned in the Development Agreement.
8. **PAST OUTGOINGS:** The Purchaser and the Maintenance In-charge acknowledge, accept and confirm that the Promoter has already paid all outgoings before transferring the physical possession of the Unit and the Parking Facility to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in this Deed), to the satisfaction of the Purchaser and the Promoter has also refunded the

⁷ In case the Unit has been agreed to be sold in unfinished condition the following words will be added - *(to the extent mentioned in the Agreement)*

⁸ In case the Unit has been agreed to be sold in unfinished condition the following words will be added - *(to the extent mentioned in the Agreement)*

⁹ In case the Unit has been agreed to be sold in unfinished condition the following words will be added - *(to the extent mentioned in the Agreement)*

mortgage loan taken by the Promoter from the Vendor along with interest thereon and further the Promoter and the Vendors have duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and all other outgoings whatsoever payable with respect to the said Project to the competent authorities till the issuance of the Completion certificate as per the terms agreed between the Vendor and the Promoter and the Purchaser hereby acquit and discharge the Vendor and the Promoter from any further obligation or liability in this behalf.

9. **MAINTENANCE OF THE BUILDING/APARTMENT/PROJECT:** The Purchaser is aware and accepts that the Maintenance In-charge is and 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 Maintenance In-charge. The Association is to be the ultimate Maintenance In-charge.
10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Sale 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 and/or partial completion certificate of the building in which the Unit is situated, as the case may be, the Parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the Parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation from the Promoter in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Purchaser or any other co-owners 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 of Purchasers or competent authority. The Purchaser is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Purchaser.
11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Maintenance In-charge/maintenance agency/association of co-owners shall have rights of unrestricted access to all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of co-owners 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 or for inspection and requiring the Purchaser to remedy any want of repair.

12. **USAGE: Use of Service Areas:** The service areas, if any, and the Basement Areas, if any, located within the Project Land may be ear-marked for purposes such as parking spaces and services including but not limited to STP, transformer, compactor, DG set, underground water tanks, Pump rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans and such areas can be shifted to any other place in the Project at the sole discretion of the Promoter. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the association of co-owners formed by the co-owners for rendering maintenance services.

13. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

- 13.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Purchaser separately in addition to the Total Price of the Designated Apartment.

Clauses in relation to maintenance of Project, infrastructure and equipment:

- 13.2 In connection with the Additional Costs and Deposit payable by the Purchaser under the Sale Agreement, it is agreed by and between the parties hereto that the same does not include the following amounts which shall be payable by the Purchaser additionally:-
- (a) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Purchaser and shall be paid proportionately, if levied as a whole on the Project and wholly, if levied specifically on the Designated Apartment(including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Purchaser further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter and/or the Vendor shall not be liable to refund or compensate the same to the Purchaser in any manner whatsoever.
 - (b) Purchaser's costs, charges and expenses for Rule 26 and related rules Charges.
 - (c) Proportionate costs, charges, deposits and expenses, if any, on account of bringing new water lines/connections and all the amounts payable to the provider thereof.
 - (d) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
 - (e) Security Deposit and other expenses as may be required by the CESC or any other electricity provider for individual meter in respect of the Designated Apartment

- directly with the CESC or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.
- (f) Stamp Duty and Registration Charges and all other applicable/incidental charges in respect of this Deed and/or any future contracts in pursuance hereof.
 - (g) Proportionate costs of formation of Association and handover to Association.

13.2.1 The Deposits as mentioned in the Sale Agreement and paid by the Purchaser to the Promoter shall be held by the Promoter as interest free security deposits and unless any amount out of the same is adjusted due to non-payment of the taxes and outgoings payable by the Purchaser, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.

13.2.2 The Deposits shall be transferred by the Promoter to the Maintenance In-charge (upon adjustment of arrear dues if left by the Purchaser) within 3 (three) months of the Association requiring the same from the Promoter.

13.3 **Maintenance In-charge:**

13.3.1 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as the “**Association**”) by the Co-owners of the apartments in the Project and the Purchaser hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of Association and the Purchaser agrees to do all acts, deeds and things as may be required by such consultant(s) within the stipulated time and to pay the proportionate costs of formation and operationalization of the Association.¹⁰

13.3.2 **Maintenance Agency:** The Promoter or the Association may appoint one or more agencies or persons (hereinafter referred to as “**Maintenance Agency**”) to look after the acts relating to 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 of the Units and the 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 (hereinafter referred to as “**Common Purposes**”) on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Purchaser.

¹⁰ In case the Association is formed before the execution of this Deed, this clause will be suitably amended

13.3.3 **Maintenance In-charge:** Upon the Association taking charge of the acts relating to the Common Purposes, the Association shall be the Maintenance In-charge and until then the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (hereinafter referred to as “**Maintenance In-charge**”). It is expressly agreed that the Vendor shall not have any obligation or liability regarding the maintenance of the Buildings/Project and/or relating to the Maintenance Agency, the Maintenance In-charge and/or the Association.

13.4 **Common Areas Related:**

13.4.1 The Designated Block contains certain Common Areas as specified in **PART-I** of **Schedule-D** hereto and the Purchaser shall have the right to use the said Common Areas in common with the Vendor, the Promoter, the other Co-Owner of the said Designated Block and other persons as may be permitted by the Promoter.

13.4.2 The Project contains certain Common Areas as specified in **PART-II** of the **Schedule-D** hereto which the Purchaser shall have the right to use the said Common Areas in common with the Vendor, the Promoter and other Co-owners of the Project and other persons as may be permitted by the Promoter.

13.4.3 Save those expressed or intended by the Promoter to form part of the Common Areas as per the **Schedule-D** hereto, no other part or portion of the Designated Block or the Project shall be claimed to be a part of the Common Areas by the Purchaser either independently or in common with any other Co-owner(s).

13.4.4 The Promoter has finally identified and demarcated portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified forms part of the Common Areas.

13.5 **Unit Related:**

13.5.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the said Unit including the interior decoration shall be done and completed by the Purchaser at his own costs and expenses. The Purchaser shall be obliged to do and carry out the said fitout works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal authority, the National Building Code, Fire Safety laws and rules with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any part or portion of the Common Areas and that there shall be regular clearing of all debris arising out of the Fit out works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, the ceiling and the walls of the said Unit. The Purchaser shall be responsible for all consequences, including the loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out the fit out(s) or other activity.

13.5.2 Area Calculations:

- (i) **Carpet Area:** The carpet area for the said Unit or any other Unit shall mean the net usable floor area of such Unit excluding the area covered by the external walls, the areas under services shafts and the area under the exclusive balcony, but includes the area covered by internal partition walls of the said Unit.
- (ii) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Purchaser.
- (iii) **Balcony Area:** The net usable area of the exclusive covered balcony/balconies/terrace, if any, attached to the said Unit.
- (iv) **Built-up Area:** The built-up area for the said Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area (covered with height of one or more floors) and **50% (fifty percent)** of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and **100% (one hundred percent)** the area covered by all other external walls of the such Unit/Balcony and in case any open terrace is attached to any Unit and granted to the Purchaser then **50% (fifty percent)** built-up area of the Open Terrace shall also be included in the Built-up Area of such Unit.
- (v) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided ____ Square feet more or less as computed by the Promoter in consultation with the Architects.
- (vi) **Unit Area for CAM (Common Area Maintenance):** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up area and Proportionate Common Area which is ____ Square feet more or less.
- (vii) It is clarified that the Proportionate Common Area has scope for minor approximation and such area as stipulated by the Promoter is final and binding on the parties hereto. The Purchaser has accepted all the Areas Calculations and figures mentioned above upon verification and shall not raise any dispute challenge or claim in respect thereof against the Promoter or the Vendor or any other person at any time.

13.6 **Housing Loan by Purchaser:** In case the Purchaser, with the prior written consent of the Promoter, 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. In no event the Promoter and/or the Vendor assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.

13.7 Recreation Facility Related:

- 13.7.1 **Users:** The Purchaser shall have the right to use Recreation Area / facilities in the Project in common with the Vendor, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.
- 13.7.2 **Facilities:** The Promoter has erected, installed and/or made available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned. A list of the Recreation Facilities has been provided in **PART-III of Schedule-D** hereto¹¹.
- 13.7.3 **Recreation Facility Costs:** All costs and expenses for and relating to the Recreation Area and Facilities (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the co-owners of the Project and shall be included in the proportionate Common Expenses. The Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the 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. The Recreation Facility may be used by the Purchaser alongwith family members residing at the Unit 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 such facilities or any of them, 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 terms and conditions in respect of the same as the Maintenance In-charge may deem fit and proper.
- 13.7.4 **Commencement of Operation of the Activity Centre:** The Promoter shall endeavor to get the Activity Facility operational after the entirety of the Project is complete and made ready. The Purchaser accepts and confirms that the date of completion of construction of the Designated Apartment shall have no connection and correlation with the Recreational Facilities becoming operational and that the Purchaser shall not raise any claim or objection in this regard¹²
- 13.7.5 **Administration of the Activity Centre:** The Purchaser agrees and confirms that the Recreation Area and Facilities (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper. The Promoter herein shall appoint on such terms

¹¹ Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

¹² Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

and conditions as the Promoter may deem fit and proper one or more person or agency (“**Manager**”) for the management and administration of the Recreation Facilities and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Manager may or may not be the Maintenance Agency and the cost of such Manager shall be part of the costs and expenses of running, management and administration of the Recreation Facilities and connected areas. The Association shall be given the responsibilities in respect of the Recreation Facility and connected areas at such time and on such terms and conditions as the Promoter may deem fit and proper. All costs, charges and expenses pertaining to the Recreation Facility and connected areas and its running, administration, repair, maintenance, replacement, insurance etc., shall be and form part of the Common Expenses.

13.8 Overall Project Related :

- 13.8.1 **Car Parking Areas:** The Project contains covered and mechanical parking spaces as per sanctioned plans. In addition, the Project also contain open spaces which do not form a part of the Common Areas but which can be used for parking (hereinafter referred to as “**Open Parking Areas**”). For a regulated and disciplined use of these spaces, the Promoter has reserved the right to allot parking rights in these Open Parking Areas exclusively to those 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 any parking space in the Project. The Purchaser agrees and undertakes neither to raise any dispute or objection in respect of the allotment of parking made by the Promoter in respect of the Open Parking Areas to any other co-owners nor to disturb the use of the allotted parking space by the concerned co-owner.
- 13.8.2 The Mechanical Parking System shall be managed, maintained and up-kept by the Maintenance In-charge until such time as the Co-owners having parking facility therein or two-third majority of them decide to manage, maintain and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.) shall be payable by those Co-owners who take parking facility in the Mechanical Parking System proportionately and the same shall, so long the same is maintained by the Maintenance In-charge be paid by them to the Maintenance In-charge separately against bills raised by the Maintenance In-charge for the same. Any use of the Mechanical Parking System by the Co-owners taking the same shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Purchaser hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
- 13.8.3 In case of the Purchaser taking parking space in the Mechanical Parking System, the Purchaser’s proportionate share in the expenses and outgoings relating to the Mechanical Parking System shall be the proportion in which the number of parking spaces in the Mechanical Parking System taken by the Purchaser may bear to the total number of Parking Spaces in the Mechanical Parking System.

- 13.8.4 The Promoter has made provisions for installation of EV charging system with related meters for charging electric motor cars/two wheelers for use by the co-owners upon pre-payment of charges for the same to the Maintenance In-charge. All costs and expenses for the upkeep and maintenance of such EV charging system shall form part of the Common Expenses.
- 13.8.5 In respect of the Air-Conditioning Equipment installed in the Unit, the Purchaser agrees to strictly comply with the following terms and conditions:-
- (i) The Outdoor Unit of the said Air-Conditioning Equipments shall be placed in common AC Ledge only
 - (ii) All repair, replacement, AMC of outdoor and indoor unit shall be at the costs and expenses of the Purchaser;
 - (iii) The Pipelines connected with the Air-Conditioning system shall not be changed or disturbed by the Purchaser. In case any work on pipelines are required to be made, the same shall be under the supervision of Maintenance In-charge at the cost of the Purchaser.
 - (iv) Any complaint in respect of Air-Conditioning equipment or installation shall be directly dealt with the manufacturer and installer with no obligation or liability upon the Promoter. All Documents pertaining to Air-Conditioning shall be handed over by the Promoter to the Purchaser.
 - (v) The air conditioners used inside the Unit and its technology shall have to adhere to the technology requirements established and installed and shall not be changed except with the written consent of the Maintenance In-charge. The wires pipelines and other connections between the outdoor and the indoor units shall pass only through floor lobby ducts specifically meant and identified therefor by the Promoter.
- 13.8.6 The Purchaser shall not violate any norms of green building as applicable.
- 13.8.7 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter and the Vendor for disposal of the same in the manner and on the terms and conditions deemed fit and proper by the Promoter and the Vendor.
- 13.8.8 **Non Obstruction in Project:** The Purchaser shall not, in any manner, cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.
- 13.8.9 **Architect & Engineers:** Unless changed by the Promoter, Messrs. Innate of 26/2 Ballygunge Circular Road, Udayan Park, 3rd Floor , Kolkata- 700019 are and shall be the Architect for the Project and Messrs. MNU Consultants Pvt Ltd of MNC House, 1516 Rajdanga Main Road, Kolkata 700107 shall be the engineer.
- 13.9 **Name of the Project:** The Project shall bear the name “EMPYREAN” or such other name as be decided by the Promoter and the Vendor from time to time. The name of the Project cannot be changed unless permitted by both the Promoter and the Vendor in writing and it shall not be necessary for the Promoter or the Vendor to grant any such permission.

13.10 Future Expansion Related:

13.10.1 The Purchaser accepts, acknowledges and confirms that the Vendor and the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project including additional floors/storeys on the building and other vertical and horizontal expansion and commercial exploitation.

13.10.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Schedule-D**. The Promoter shall take any further consent, if required, from the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld. The Purchaser hereby authorizes and empowers the Promoter to do so as the attorney of the Purchaser.

13.11 **HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Purchaser shall be subject to the observance, fulfilment and performance of the terms and conditions of the Sale Agreement as also the House Rules below ("**House Rules**") which the Purchaser shall be obliged and responsible to comply with strictly:

13.11.1 to use the Unit 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 and the Vendor 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.

13.11.2 that unless the right of parking is expressly granted and mentioned in **Sl. No. 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 Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Purchaser in deviation or violation of this clause and/or the applicable conditions for Parking Facility.

13.11.3 In case the Purchaser has applied for and has been allotted Parking Facility, the same shall be subject to the following conditions: -

- (i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
- (ii) the Purchaser shall not park any motor car, two-wheeler or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever;
- (iii) the Purchaser shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his motor car or a size permitted by the Promoter and that

could comfortably fit in the allotted Parking Space and/or two-wheeler, as the case may be.

- (iv) 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 whatsoever.
- (v) 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.
- (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Unit 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.
- (vii) This right to use car parking space does not confer any right of ownership of the space on which such Parking Facility is provided.
- (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Purchaser shall neither hold the Promoter and/or the Vendor liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendor.
- (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.
- (x) In case the Purchaser is provided facility of parking which is inter-dependent with any other Parking Facility in the Project or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility and shall use the dependent facility in mutual co-operation with the other facility holder.
- (xi) In case the Purchaser is provided facility of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the Parking Facility if taken by the Purchaser in the Mechanical Parking System shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

13.11.4 In case the Purchaser is agreed to be granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:

- (i) to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times

- (ii) not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
- (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Building at the Project;
- (iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- (v) not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow anyone to store any goods articles or things in the said Open Terrace or anywhere at the Project Land
- (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Building at the Project and/or the Project Land and/or outside walls of the Building at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
- (vii) not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- (viii) not to sub-divide the Open Terrace in any manner.

13.11.5 The use of the Common Areas including but not limited to the Recreation Facilities 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 in respect of the Common Areas (including the Recreation Facilities) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendor or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Recreation Facilities by the Purchaser or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Recreation Facilities.

13.11.6 Not to make any construction or addition or alteration or enclose any Common Areas, the Recreation 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.

- 13.11.7 Not to claim any access or user of any other portion of the Project except the Designated Block and the Common Areas, the Recreation Facilities mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 13.11.8 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Unit **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 Unit save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Unit.
- 13.11.9 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.
- 13.11.10 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 Designated Block 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 Designated Block or any part thereof.
- 13.11.11 To comply with all the green building rules and norms as may be made applicable in respect of the Project
- 13.11.12 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 13.11.13 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 13.11.14 Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Designated Block or the Project Land save the battery-operated inverter inside the Designated Apartment.
- 13.11.15 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
- 13.11.16 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.

- 13.11.17 No bird or animal shall be kept or harbored 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.
- 13.11.18 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the Designated Block 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 Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 13.11.19 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 Project Land by the Vendor and the Promoter and all other persons entitled thereto.
- 13.11.20 To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
- 13.11.21 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 Designated Block 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.
- 13.11.22 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 Designated Block or may cause any increase in the premia payable in respect thereof.
- 13.11.23 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Vendor, the Promoter or to the other co-owners of the Designated Block. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Designated Block and/or the Project Land and/or outside walls of the Designated Block save in the manner indicated by the Promoter or the Maintenance In-charge.
- 13.11.24 To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Purchaser.

- 13.11.25 Not to commit or permit to be committed any alteration or changes in, or draw from outside the Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Project.
- 13.11.26 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
- 13.11.27 Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project 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 Project Land.
- 13.11.28 to use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 13.11.29 To maintain at his own costs, the Designated Apartment and the Balcony, 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.
- 13.11.30 Not to alter the outer elevation or façade or colour scheme of the Designated Block (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 Designated Block 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.
- 13.11.31 Not to install any box grill at the Unit or any of this windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects.
- 13.11.32 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 13.11.33 Not to use the Unit and the Parking Facility, if any 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.

- 13.11.34 not to change/alter/modify the names of the Project and/or Designated Block therein from those mentioned in this Deed.
- 13.11.35 Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.
- 13.11.36 The Purchaser agrees, declares and confirms that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter and the Vendor shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and their sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.
- 13.11.37 The power backup from the Common Generator in the Project shall be commenced only upon 50% (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 Unit 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, at any time, the said requirement of minimum percentage of occupancy.
- 13.12 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (“**Taxes 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 Municipality and/or any other appropriate authority Provided That so long as the same 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 Project 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 or on in respect of the Designated Apartment or any component thereof or the Building or the Project 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 Designated Block or the Project Land or any part thereof.
 - (iii) Electricity charges for electricity consumed in or relating to the Unit
 - (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment or any part thereof 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** hereto) 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, recurring monthly maintenance charges calculated @ Rs. _____ (Rupees _____) only per Square foot per month of the _____ area. 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) Parking Facility Maintenance Charges amounting to Rs. _____/- per annum, per Parking Facility, if any.
- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- (viii) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per the prevalent rates.
- (ix) 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.

13.11.1 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th 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 earmarked for the Unit 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 and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

- 13.12.2 The maintenance charges does not also include the costs and expenses for 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, the maintenance charges and all such payments 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 claimed as a ground for the non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 13.12.3 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from _____ (hereinafter referred to as “the **Liability Commencement Date**”).
- 13.12.4 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges 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. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for two months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Recreation Area and/or Facilities shall be suspended and the Maintenance-in-charge and Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees guests agents tenants or licensees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

- 13.12.5 It is further agreed that the Promoter and the Vendor shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.
- 13.12.6 The Purchaser shall be and remain responsible for and to indemnify the Vendor, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Building 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 Vendor and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor and/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.
- 13.12.7 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of ____ (____) years from the date of the Completion certificate.
- 13.12.8 Common Expenses (“**Common Expenses**”) shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Building (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **Schedule-E** hereto.
- 13.13 **Acknowledgments, Exceptions and Reservations:** The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter and the Vendor under the provisions of the Sale Agreement and this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter and the

Vendor to avail and/or exercise all or any of rights and authorities at any time and from time to time hereafter: -

- 13.13.1 The area of the Project Land as stipulated in Schedule A has been arrived upon excluding the areas gifted as stated in Clause 6 of **Schedule A-2**.
- 13.13.2 The Vendor and the Promoter shall be entitled to utilize any additional FAR or constructed area as may be permissible in respect of the Project Land by construction of additional floors or stories on the building to be constructed at the Project Land at any time before or after completion of construction of the building at the Project Land and such right is being hereby excluded and reserved unto the Vendor and the Promoter. The Purchaser accepts any consequential variation in the shares in land attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.
- 13.13.3 For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested co-owners applying for the same in an organized manner whereby each applicant allottee shall be allotted, Parking Facility of the type applied by him in an identified dependent or independent space against parking maintenance charges payable by such allottee.
- 13.13.4 The Promoter shall be entitled to make such additions and/or alterations and/or modifications in the sanctioned plans as may be required by the authorities for the purpose of grant/renewal/modification of consent/approval from such authorities.
- 13.13.5 The Promoter and the Vendor shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and the Vendor and/or its associated group/brands at the Roof, façade, boundary, common areas and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Diamond Group" "Sugam" "Chowdhurys' Estates" etc., ("Said Signage") or any one or more of them at the sole discretion of the Promoter and the Vendor being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project . The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter and the Vendor. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Purchaser nor the Purchaser's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter and the Vendor to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and the Vendor and/or the men and agents of the Promoter and the Vendor shall at all times have the right of access

to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Purchaser or the Maintenance In-charge. The Purchaser further agrees not to use the name/mark "Diamond Group" "Sugam" "Chowdhurys' Estates" or any one or more of them at the sole discretion of the Promoter and in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and the Vendor and shall further be liable for prosecution for use of such mark.

13.13.6 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, earth pits, generators, invertors, wires and installations and any other facility anywhere at the Designated Block or spaces surrounding the same 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 or from the tenant of any stall or space for commercial use within the Recreation Areas, then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall belong to the Promoter and the Vendor and the Promoter may use the same to subsidize/meet the Common Expenses to that extent.

13.13.7 The Purchaser has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect.

13.13.8 Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise, all rights and obligations of the Promoter and the Vendor inter se shall be governed by the Development Agreement including Clause 5.6 and its sub-clauses which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations. As between the Vendor and the Promoter, interest, if any, payable to the Purchaser shall be paid by the Vendor in case such liability has arisen due to land and/or title related issue and other issues (if any) for which the Vendor is liable under the terms of the Development Agreement and shall be paid by the Promoter in case such liability has arisen due to development and/or construction related issue and other issues for which the Developer is liable under the terms of the Development Agreement.

13.14 COMPLIANCE WITH RESPECT TO THE APARTMENT:

13.14.1 The Purchaser shall with effect from the Liability Commencement Date, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done

anything in or to the Buildings, or the Unit or the Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas 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 Buildings is not in any way damaged or jeopardized.

13.14.2 The Purchaser further undertakes, assures and guarantees that he would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project, Buildings or Common Areas. The Purchaser 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 Buildings. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

13.14.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of co-owners and/or maintenance agency appointed by association of co-owners. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

14 **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PURCHASER:** The Purchaser is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and uses the said Designated Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Designated Apartment at his/her own cost.

15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that except as otherwise mentioned elsewhere herein it has no right to make additions or to put up additional structure(s) anywhere in the Project after the completion certificate in respect of the Designated Block in the Project has been issued by the competent authority(ies) except as provided for elsewhere in this Deed and/or in the Act.

16 **ENTIRE CONTRACT:** This Deed, along with its schedules read with the consistent terms and conditions of the Sale Agreement shall henceforth constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

17 **PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed to 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 be equally applicable to and enforceable against any subsequent allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

- 18 **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on part of the Promoter and/or the Vendor 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.
- 19 **SEVERABILITY:** If any provision of this Deed is determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of being agreed upon 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 the 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.
- 20 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make any payment in common with the other co-owners(s) in the Project, the same shall be equal to the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.
- 21 **FURTHER ASSURANCES:** The Parties agree that they shall execute, acknowledge and deliver to each other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
- 22 **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 Kolkata.
- 23 **NOTICES:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post and/or by email transmission, provided that receipt of such email is formally confirmed by the recipient by replying thereto or otherwise at their respective addresses mentioned in the Sale Agreement. It shall be the duty of the Purchaser and the Promoter and the Vendor to inform the other parties of any change in address and/or email id subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address and/or emailed at the aforesaid email id, shall be deemed to have been received by the Promoter or the Vendor or the Purchaser, as the case may be.

- 24 **GOVERNING LAW:** That the rights and obligations of the Parties arising out of or under this Deed shall be construed and enforced in accordance with the applicable laws of India for the time being in force.
- 25 **DISPUTE RESOLUTION:** All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.
- 26 **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

SCHEDULE 'A'

PROJECT LAND

PROJECT LAND :

ALL THAT the piece and parcel of land containing an area of 3(three) Bighas 15 (fifteen) Cottahs 5(five) Chittacks 6 (six) Square feet more or less situate lying at and being premises No. 11/1 Pandit Rabisankar Sarani (formerly 11/1 Burdwan Road), Kolkata-700027 under Police Station Alipore in the District of South 24 Parganas and butted and bounded as follows:-

ON THE NORTH: By Premises No. 10B and 7/4 Pandit Rabisankar Sarani;

ON THE SOUTH: By Portland Park;

ON THE EAST: Partly by Burdwan Road (including the area gifted to the Kolkata Municipal Corporation); partly by premises nos. 10A and 10B Pandit Rabisankar Sarani Road; and partly by Common Passage leading from Burdwan Road to the Subject Property and used in common with Premises no. 10A Burdwan Road;

ON THE WEST: By Portland Park.

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

SCHEDULE A-1

CHAIN OF TITLE

WHEREAS:

1. By a Sale Deed dated 15th April 1954 and registered with the Sub-Registrar Alipore in Book I Volume No. 58 Pages 19 to 29 Being No. 2684 for the year 1954 one Amarendra Chowdhury, Fanindra Chowdhury, Jitendra Chowdhury, Birendra Chowdhury, Satyendra Chowdhury, Rabindra Chowdhury and Sankarinath Chowdhury for the consideration therein mentioned sold conveyed and transferred unto and to the Vendor hereto (then a limited company in the name and style of Chowdhurys Estates Limited) amongst, other properties, the piece and parcel of land containing an area of 3(three) Bighas 17 (seventeen) Cottahs 5(five) Chittacks 42(forty two) Square feet more or less situate lying at and being the present premises No. 11/1 Pandit Rabisankar Sarani (formerly 11/1 Burdwan Road), Kolkata-700027 together with the messuages and/or dwelling houses constructed thereon ("Subject Property"), absolutely and forever.
2. Prior to the execution of the said Sale Deed dated 15th April 1954, the said Amarendra Chowdhury, Fanindra Chowdhury, Jitendra Chowdhury, Birendra Chowdhury, Satyendra Chowdhury, Rabindra Chowdhury and Sankarinath Chowdhury had executed a lease deed dated 19th February 1954 in favour of the Vendor hereto (then a limited company in the name and style of Chowdhurys Estates Limited) for the period and on the terms and conditions therein contained. Pursuant to the said Sale Deed dated 15th April 1954 the leasehold interest of the Vendor stood merged in the reversion and the Vendor became the sole and absolute owner of, amongst other properties, the Subject Property absolutely and forever
3. The said Chowdhurys Estates Limited was converted to a Private Limited Company vide Second Certificate of Incorporation dated 13th November 1982 issued by Registrar of Companies, West Bengal.
4. The Vendor has caused to be mutated the Subject Property in its name in the records of the Kolkata Municipal Corporation.
5. The Subject Property was originally comprised in municipal premises Nos. 10/2 Burdwan Road and 11/1 Burdwan Road but has since been amalgamated and assessed separately as municipal premises No. 11/1 Pandit Rabisankar Sarani (formerly Burdwan Road).
6. By a Deed of Gift dated 29th October, 2013 and registered with the Additional District Sub-Registrar Alipore registered in Book no. I, CD Volume no. 34, Pages 4368 to 4378 Being no. 08481 for the year 2013, the Vendor gifted to the Kolkata Municipal Corporation a portion of land measuring about 2 Cottahs 36 Square Feet (137.205 Square Meter) out of the Subject Property measuring about 77 Cottahs 5 Chittacks and 42 Square Feet (5175.31 Square Meter) in connection with the sanction of the Building Plan but the said gifted area is continuing to be within the boundary wall of the Subject Property. Notwithstanding

anything to the contrary contained elsewhere in this Deed or otherwise, it is expressly agreed and declared that no right, interest or entitlement whatsoever in the aforesaid land gifted to the Kolkata Municipal Corporation is intended to be or shall be transferred in favour of any Purchaser and/or the Association at any time no claim whatsoever can be made against the Vendor or the Promoter in case physical possession of the gifted land is taken over at any time by the Kolkata Municipal Corporation. The land area now owned by the Vendor after the aforesaid gift to the Kolkata Municipal Corporation is 75 Cottahs 5 Chittacks and 6 Square Feet, being the Project Land.

7. The plans for construction of the Buildings at the Project were sanctioned by the Kolkata Municipal Corporation vide sanction Plan No. B.P. 2024090043 dated 18/09/2024.
8. The full and complete terms and conditions between the Vendor and the Promoter has been agreed and recorded in the Development Agreement dated 24th May 2022 and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2022 Pages 618863 to 618935 Being No. 190408960 for the year 2022 (herein referred to as "the Development Agreement" which term shall also include all modifications, alterations, changes and clarifications, if any, made and/or that may be made therein from time to time as also all supplemental documents and documents executed pursuant thereto, including Powers of Attorney.

SCHEDULE-A-2

DEFINITIONS:

1. **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:
 - (i) **"this Deed"** shall mean this Deed and Schedules all read together.
 - (ii) **"Co-owners"** shall mean (a) all the Purchasers 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 Vendor/Promoter, shall mean the Vendor and/or Promoter respectively;
 - (iii) **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - (iv) **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa

SCHEDULE'B'

UNIT, PARKING ETC.

1. **UNIT: ALL THAT** the residential 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 Block _____ of the Project at the Project Land delineated in “**RED**” colour in the floor plan of the Unit annexed hereto and marked as **Appendix-A**.
2. **PARKING FACILITY: ALL THAT** the right to park __ (_____) medium sized motor car at such _____ at the said Project Land.
3. **OPEN TERRACE:** To be filled up

SCHEDULE-C –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendor and other persons deriving right, title and/or permission from the Promoter and the Vendor, 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 Vendor, the Promoter 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 Vendor, 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 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 'D'

COMMON AREAS AND INSTALLATIONS

PART-I

1. AMENITIES & FACILITIES:

1. Common Areas & Installations at any Building:
2. Stair Case and stair cover
3. Lift and Lift Machine Room
4. Lift well, Lift Lobbies
5. Overhead Reservoir
6. Water Connection
7. Common Roof
8. Common passage of the building and its entrance (except the parking areas as designated by the Promoter)

PART-II

(Common Areas in the Project)

2. Common Areas & Installations at the Project:
 1. Land comprised in the said Premises (Phase-wise).
 2. Entrance and exit gates of the said Premises.
 3. Jogging Tracks//Walkways/Outdoor Exercise Area
 4. Landscaped Paths passages and driveways in the said Premises other than those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles.
 5. Stand-by Diesel generator set of reputed make of sufficient capacity for emergency supply to some of the common areas, for operation of lifts and water pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
 6. Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different units.
 7. Underground water reservoir with a pull-on pump installed thereat.

8. Common Toilets
9. CCTV system
10. Water/waste/sewerage management as per statutory norms
11. Rain water harvesting as per statutory norms
12. Earthquake and fire-requirement compliant
13. Recreation Facilities and connected Areas
14. Such other common parts areas and any covered and open space in or about Project Land and for the Project as a whole as may be provided by the Promoter

PART-III

RECREATION FACILITIES AND CONNECTED AREAS:

- A. Swimming Pool with Deck
- B. Gymnasium
- C. Air-conditioned community hall
- D. Landscaped Top Roof
- E. Landscaped Garden – On Ground or Podium
- F. Wheelchair access/friendly
- G. Emergency Power backup
- H. Indoor Games Room / Residents Lounge.
- I. Home Theater.
- J. Ground Floor lawn with amenities.
- K. Reception Area.
- L. AC Business Centre.

SCHEDULE E

Common Expenses shall include the following (“Common Expenses”):

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Designated Block , lifts, generators, HVAC in Common areas and Installations, intercom, CCTV, water pump with motors, the Parking Spaces (excluding parking spaces in the Mechanical Parking System) and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Recreation Facilities related equipment’s etc., drains and electric cables and wires in under or upon the Designated Block and/or the Project and/or the Recreation Facilities 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 Land, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Block 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.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Recreation Facilities related equipment’s, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces(excluding parking spaces in the Mechanical Parking System).
3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
4. **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.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces (excluding parking spaces in the Mechanical Parking System) or any part thereof against normal degeneration or damages and/or Force Majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.

9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces (excluding parking spaces in the Mechanical Parking System) and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as may be incurred by the Vendor, the Promoter, the Association for the common purposes.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

VENDOR:

Signature _____

Name: _____

Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PURCHASER: (including joint buyers)

Signature _____

Name: _____

Address: _____

Signature _____

Name: _____

Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED by the Promoter from the within named Purchaser the within mentioned sum of Rs. _____ /- (Rupees _____) only being the consideration in full payable under these presents by Cheques/Demand Draft/RTGS/NEFT and other instruments as per Memo written herein below which includes a sum of Rs. _____/- being the entitlement of the Vendor received by it from time to time from the Promoter as pure reimbursement:

MEMO OF CONSIDERATION

Sl. No.	<i>By or out of Demand Draft/Cheque/R TGS/NEFT Number</i>	<i>Date</i>	<i>Bank and Branch</i>	<i>Amount (in Rs. P.)</i>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
			TOTAL	<u>Rs. _____/-</u>

(Rupees _____) only

(VENDOR)

(PROMOTER)

WITNESSES:

DATED THIS DAY OF 20

BETWEEN

CHOWDHURYS' ESTATES PRIVATE LIMITED

... VENDOR

AND

SHITIJ REAL ESTATES LLP

... PROMOTER

AND

... PURCHASER

INDENTURE

(Unit No. in Block ____)

R. GINODIA & Co. LLP

Advocates

Ground Floor, 6 Church Lane

Kolkata - 700001

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B & 2, HARE STREET

KOLKATA - 700001.