

1. **Date:**

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

3. **Parties:**

(1) **Owner:** (1) **Gopal Dutt Seva Sadan**, a Society registered under West Bengal Societies Registration Act,(PAN - AAATG5131C) having registered office at 50/1A, Hari Ghosh Street, Kolkata - 700 006 under P.S: Burtola and P.O. Beadon Street, (2) **Smt. Papia Basu** (PAN - ADGPB9921J) (Aadhaar No. 813480310586) wife of Sri Siddhartha Basu, by faith Hindu, by occupation Housewife residing at "SISIR NILOY" Flat No. 4A; 3rd Floor; 15, Hari Ghosh Street, P.S: Burtola; P.O. Beadon Street, Kolkata - 700 006, (3) **Smt. Sofia Mitra** having (PAN-AEAPM0173N) (Aadhaar No. 390629584832) wife of Sri Kalyan Mitra, by faith Hindu, by occupation Home Maker residing at Block BA - 74, Salt Lake City; P.S. Bidhannagar North; P.O : Bidhannagar CC Block, Sector - I; Kolkata - 700064, herein after jointly referred to as Owner/Vendor, (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their legal heirs, executors, administrators, successor or successors in office and /or assigns) represented by their duly constituted attorney Surendra Kumar Karnani (PAN: AJYPK1604M) (Aadhaar: 614557779769) of the FIRST PART.

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

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

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

3.2 The terms Owner & Promoter shall mean the Transferor.

4. **Background:**

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

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

4.3 The Owner has entered into a Registered Joint Development Agreement with the Promoter and have granted Registered Power of Attorney for development of the said Premises. The details of such Registered Development Agreements, Power of Attorneys are morefully mentioned in **Schedule-B1**.

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

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

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

5. **Interpretations:**

- 5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee's respective Apartment, viz-a-viz total area of the new building / project which will also include proportionate area of the total common area.
 - 5.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
 - 5.3 Masculine gender shall include feminine and neuter genders and vice versa.
 - 5.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
 - 5.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed.
6. **Subject Matter of Sale/Transfer:** more fully described in **Schedule-D1**.
 7. **Now this Indenture witnesses:**
 - 7.1 **Transfer:**
 - 7.1.1 In consideration of payment for a total amount, more fully described in **Schedule-E**, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Promoter herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owner and Promoter (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT an Apartment with facility to park medium size road worthy passenger car/s in the allotted car parking space, hereinafter referred to as the **Said Unit** and forming part and parcel thereof, more fully described in the **Schedule-D1**, together with proportionate variable, undivided, indivisible share of land underneath the building and attributable to the said Apartment/Unit, and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Unit **TO HAVE AND TO HOLD** the said Unit, unto the Allottee herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Unit, belonging to and held by the Allottee for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferors, the Allottee shall have every right to sell, gift, lease and transfer the same.

7.1.2 Right to use the common area of the Said Premises more fully described in **Schedule-F** (Share of Common area), are all comprised in and/or being part or portions of the said Premises and/or the Said Property, including the common facilities and amenities provided there at.

7.1.3 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-G** and further subject to conditions more fully described in **Schedule-H**, which shall be covenants running with the said Unit.

7.2 **Covenants of the Allottee:**

7.2.1 The Allottee subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule-H**, appearing hereinafter, shall peacefully own, hold and enjoy the said Unit.

7.2.2 The Allottee has been and is aware, that certain minor changes, modification and/or alteration, for the purpose of expeditious construction, better planning and due to non-availability of certain materials, during the course of construction were made by the Promoter on the advice of the Project Architect, to the preliminary plans and specifications, reflected in the brochure, at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.

7.2.3 Upon execution of this conveyance deed, the Allottee, subject to the warranty mentioned in clause 7.3.3, hereafter, shall not raise any claim of whatsoever nature, against the Owners and Promoter.

7.3 **Covenants and Rights of Transferors:**

7.3.1 The Transferors confirm that the title to the Premises is marketable and free from all encumbrances and the Transferors jointly have good right, full power and absolute authority to sell, transfer and convey the said Apartment, as mentioned in **Schedule-D1**.

7.3.2 That at the costs and requests of Allottee, the Transferors shall do all such acts and execute all documents as may be required for more perfectly assuring the said Unit unto and/or in favour of the Allottee and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible force.

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

issued by the KMC.

It is clarified that the above said responsibility of the Transferors shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the Said Premises and if the annual maintenance contracts are not done/renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Units and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

- 7.3.4 The Promoter shall be entitled to allot, transfer, enjoy and/or utilize all covered car parking spaces, save and except those allotted to the Allottee, and/or any other constructed area which is not earmarked/reserved for the common use of owners/occupants of the Said Premises 'Amar Kunj', at such consideration or in such manner as thought deemed fit and proper.
- 7.3.5 The Promoter reserve its right for development in future adjoining/ neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the Said Premises.
- 7.3.6 The Owner and the Promoter shall transfer the common areas of the project to the Association of the Alottees when the same is formed and

registered. The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative.

8. Possession:

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

**SCHEDULE-A
(Said Land)**

ALL THAT the piece and parcel of land containing an area of about 7 Cottahs, 5 Chittaks and 10 Sq. ft. more or less, however, on physical measurement found to be seven (7) Cottahs, three (3) Chittaks and ten (10) Sq. ft. together with brick built structures situated thereon being premises No. 94/1B Sri Aurobindo Sarani Kolkata – 700 006 within the limits of the Kolkata Municipal Corporation Ward No.17, being Assessee No. 11-017-49-0052-8 and butted and bounded by in the manner as follows that is to say:-

ON THE SOUTH: By Sri Aurobindo Sarani

ON THE NORTH: By the portion of 54, Hari Ghosh Street, Kolkata 700006

ON THE EAST: By the portion of 54, Hari Ghosh Street, Kolkata700006 now renamed and renumbered as premises no. 94/1C, Sri Aurobindo Sarani, Kolkata -700006

ON THE WEST: By the portion of 54, Hari Ghosh Street, Kolkata 700006 now renamed and renumbered as premises no. 94/1A, Sri Aurobindo Sarani, Kolkata -700006

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

WHEREAS:

- A. That originally one Sri Amarendra Nath Dutt, son of Gopal Dutt, Birendra Nath Dutt son of Amarendra Nath Dutt and Sri. Tara Prosanna Dey son of Late Kali Prosanna Dey, jointly as settlers created a trust by executing an unregistered deed of Trust dated 1st July 1965 in the name of 'Gopal Dutt Seva Sadan'.

- B. Accordingly said Sri Amarendra Nath Dutt, Birendra Nath Dutt and Tara Prosanna Dey were the Chairman, Honorary Secretary, and member respectively of the said Trust and it has been specifically provided in the said unregistered Trust Deed that the trustees shall have the power if they think fit to sale the movable and immovable property belong to the said Trust and moneys received there from shall be a part of the Trust. It is further been provided that the Trustees shall not be held liable for any loss of Trust property unless Trustees are found guilty of fraud or misappropriation. Further the Trustees were given the right and liabilities to grant leave or transfer the property of the Trust to any party or parties they consider proper and on such terms they will think right.
- C. Subsequently, by a registered deed, dated 21st January, 1976, one Provat Sircar son of Nirmal Chandra Sircar as Vendor and Smt. Sudhansu Bala Sircar as Confirming Party and said Gopal Dutt Seva Sadan, a society/trust jointly with Smt. Chitra Dutt, wife of Amarendra Nath Dutt as purchasers, purchased all that piece and parcel of land measuring seven (7) Cottahs five (5) Chittaks and ten (10) sq. ft. together with partly two (2) and partly three (3) storied brick built building situated therein, being Municipal Premises No. 54, Hari Ghosh Street on valuable consideration and the said deed was duly registered before the Registrar of Assurance at Calcutta and recorded in Book No. I, Volume No. 52, Pages 113-124, Being No. 362 for the 1976.
- D. Subsequently, the said Premises No. 54, Hari Ghosh Street was renumbered as premises No. 94/1B, Aurobindo Sarani, Kolkata – 700 006.
- E. While seized and possessed of the said property jointly one of the Owners namely Smt. Chitra Dutt died after executing her last will and testament dated 22nd March, 2005, whereby she bequeath her right at Premises No. 54, Hari Ghosh Street, Kolkata – 700 006, to her two daughters namely Smt. Papia Basu and Smt. Sofia Mitra, absolutely and forever and appointed her eldest daughter Smt. Monika Ghosh, wife of Sri. R L Ghosh and her youngest daughter Smt. Mohua Mitra, wife of Sri Pradip Mitra as joint executrix of her last will and testament.
- F. The executrix named in the aforesaid WILL have duly obtained probate of the same from the Hon'ble High Court at Calcutta testamentary and intestate jurisdiction on 6th April 2005.
- G. It also appears from the record that both the beneficiaries named in the said WILL jointly with Gopal Dutt Seva Sadan had duly mutated their names in the record of the KMC and the said property was re-numbered as premises no. 94/1B, Aurobindo Sarani, Kolkata – 700 006 Ward No. 17.

H. Accordingly, the said Gopal Dutt Seva Sadan, Smt. Papia Basu and Smt. Sofia Mitra are the present recorded joint owners in respect of the property and have marketable title thereof and are entitled to deal with the same as absolute joint owners.

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

A. For the purpose of the development of the "Said Land", the Owner and the Promoter have entered into a Development Agreement on 12.11.2021, duly registered at the office of the Additional Registrar of Assurances -IV, Kolkata recorded in Book No. - I, Volume No.1904-2021, Page from 690806 to 690860, being No.190414028 for the year 2021. The Owners have also granted a Power of Attorney in favour of the Promoter registered at the office of the Additional Registrar of Assurances - IV, Kolkata, as Book - I, Volume No.1904-2021, Page from 690861 to 690894, being No.190414056 for the year 2021, for undertaking development of the "Said Land" and also authorizing to sell all the constructed areas/units in the proposed new building in terms of the above said Development Agreement.

SCHEDULE-B2
(Building Plan and Completion Certificate)

The Kolkata Municipal Corporation (KMC) has sanctioned a plan for construction of Predominantly Residential Building comprising of Residential Apartments/Commercial/Showroom space, car parking spaces and other constructed areas , at Premises No. 94/1B Aurobindo Sarani Kolkata 700006 within the limits of the Kolkata Municipal Corporation Ward No.17, vide Building Permit No. 2022020019 dated 10.08.2022. The Promoter on the basis of above mentioned plan, has completed construction of Said Project 'Amar Kunj' and KMC has granted completion certificate bearing No..... dated.....

SCHEDULE-C
(Said Premises)

All that the newly constructed predominantly Residential Building '**Amar Kunj**', comprising of One Tower consisting of Ground + 4 Upper Floors having self-contained residential apartments, commercial/showroom spaces, car parking spaces and other constructed areas at Premises No. 94/1B Aurobindo Sarani Kolkata 700006.

SCHEDULE-D
(Sale Agreement)

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

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

ALL THAT the Residential Apartment being No. ____, on the __ Floor, measuring ____ Carpet Area sq. ft. (excluding balcony/exclusive open terrace) more or less and corresponding Built-up Area _____sq. ft. more or less with facility to park __ medium size road worthy passenger car, in the allotted ____ car parking space, together, with variable undivided proportionate share in the land underneath the said building attributable to the said Apartment/Unit (Land Share) and right to use the common area and portions, more fully described in **Schedule-F**, in 'Amar Kunj' at Premises No. 94/1B Aurobindo Sarani, Kolkata – 700006.

**SCHEDULE - E
(Consideration)**

Price for the said Unit as described in **Schedule-D1**, above

Rs. xxxxxxxxxx

Total:

Rs. xxxxxxxxxx

(Rupees) only.

**SCHEDULE - F
(Common Areas, Amenities & Facilities)**

1. Driveway
2. Entrance lobby
3. Electrical Meter room
4. Overhead Water Tank
5. Underground Water Reservoir
6. Staircase Overhead
7. Electrical installations
8. Intercom
9. Water distribution pipes all around the building.
10. Drainage & sewage lines.
11. Surveillance facility with CCTV on first floor common areas
12. Sufficient project illumination through compound and street lighting inside the building

13. Energy efficient LED lightning in common areas
14. "Said Land" under the premises.
15. DG Power Back Up

**Schedule G
(Easement & Restrictions)**

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

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

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

1. **The Allottee shall not:**
 - 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Unit.
 - 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Apartments and/or any portion of the Said Premises.

- 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the Said Premises, save & except the said Unit and in the
- 1.4 Area of common enjoyment as mentioned hereinbefore in **Schedule - F**.
- 1.5 Make any claim due to certain changes in the overall plans, construction and specifications of the building.
- 1.6 Injure harm or damage the common areas/portions or any other apartment by making any additions, alternations or withdrawing any support or otherwise.
- 1.7 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Apartment owners.
- 1.8 Place or cause to be placed any article or object in the common area/portion.
- 1.9 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Apartments in the Said Premises and/or the adjoining buildings.
- 1.10 Use or allow the Apartment or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose.
- 1.11 Use the parking space, if allotted any, for any other purpose, other than for parking of road worthy cars and/or shall not make any kind of addition / alternation for the same.
- 1.12 Let out or part with possession of the allotted Car Parking Space excepting as a whole with the said Apartment to anyone else, or excepting to a person who owns an Apartment in the building and the Allottee will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- 1.13 Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said project.
- 1.14 Park car/two wheeler or any car on the pathway or open spaces of the Said Premises, or at any other space, save & except in the demarcated parking space, if allotted, in writing for the same, and shall further not allow any of their guests/visitors to park their cars within the Said

Premises.

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

2. The Allottee shall:

- 2.1 Co-operate in the management and maintenance of the Said Premises.
- 2.2 Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.
- 2.3 Use the said Apartment/unit for residential purpose only.
- 2.4 Strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project.
- 2.5 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule, and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Unit and the said Premises within 7 (seven) days of being called upon to do so.
- 2.6 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.
- 2.7 Keep the said Apartment and every part thereof, all the fixtures and fitting therein properly painted, good repairs, neat and clean conditions and in a decent manner.
- 2.8 Use the said Apartment, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc. for ingress, egress and for the purpose of which it is meant.
- 2.9 Sign such forms, give such authorities and render such co-operation as may be required by the Association/Body, to be formed by the Apartment owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.10 Pay fully, in case it is related to the said Apartment/Unit for any alteration and addition, as be required inside the said Apartment/Unit, and shall pay proportionately in case it is related to the Said Premises or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Apartment / Unit and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.

- 2.11 Pay, wholly in respect of the said Apartment/Unit and proportionately in respect of the Said Premises, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee shall have right to claim reimbursement, if the same be occasioned due to default by any other person.
- 2.12 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferors and/or those that by the Association upon its formation.

Part-II

(Maintenance of the Said Premises)

1. The Promoter has constructed a predominantly residential building called 'Amar Kunj' as more fully mentioned in **Schedule-C**.
2. Upon formation of the Association or Body of the allottees/owners of the 'Amar Kunj', all rights and obligations with regard to the Maintenance and Management of 'Amar Kunj' shall be transferred by the Promoter to such Association/Body. Thereafter the said Association shall be responsible for Maintenance and Management of 'Amar Kunj' and comply with all statutory compliances and/or renewal of all applicable Licenses, NOCs etc. including but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Pollution Control Board, Environment Dept., Municipal Authority etc. and the Promoter shall not be held responsible for non-compliance, if any on part of the said Association in this regard. The said Association shall further be responsible to extend all necessary co-operations to the Promoter in the matter of change of name in respect of all NOCs, Permissions, and Licenses etc. of the project in the name of the said Association from the Name of the Promoter.
3. The Allottee shall become a member of the Association/Body to be formed by the Apartment Owners of the said Said Premises at the behest of the Transferors for the maintenance and management of the Common Portions more fully described in **Schedule-F**.
4. The Transferors shall assist the Allottee in all respects in formation of the Association/Body.
5. The Allottee shall co-operate with the Promoter in all respects for formation of the Association/Body, and for that the Allottee shall authorize the Promoter by giving a Power of Attorney in favour of its authorized representative.
6. The Allottee shall accept the rules and regulations of the Association/Body to be formed by the Apartment owners and diligently observe, perform and comply

with the same and also co-operate with the said Association/Body in all its activities.

7. The Allottee shall pay all the charges and fees to the Association/Body as may be levied upon the Allottee by the Association/Body within the dates due therefor.
8. No Allottee shall have the right to form a parallel, independent Association / Body in respect of the said premises and/or in respect of any Apartment therein other than the Association/Body to be formed by the majority of Apartment owners of the Said Premises.

Part-III (Management & Maintenance)

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

8. If Promoter or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee, then the Allottee shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Apartment Owners.
9. The Allottee shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee, within 7 (seven) days of the due date or of receiving demand in writing for the same.

**Part-IV
(Common Expenses)**

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating, replacing and lighting the areas in the Common Portions.
2. **Staff:** The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the promoter until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
4. **Insurance:** Costs of insuring the Building and the Common Portions.
5. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
6. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Co-Owner of any of the Apartments of the Residential Complex.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.
8. **Others:** All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.
9. The Allottee shall regularly and punctually make payment of the Maintenance Charges , as per clause 2.1 above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee

shall be liable to pay interest @ 2 % per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter / Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- i. to discontinue the supply of electricity to the "Said Unit".
- ii. to disconnect the water supply
- iii. to allow the usage of lifts, either by Allottee, his/her/their family members, domestic help and visitors.
- iv. to discontinue the facility of DG Power back-up
- v. to discontinue the usage of all amenities and facilities provided in the said project 'Amar Kunj' to the Allottee and his/her/their family members/guests.

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

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

1. The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Apartments/Units and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.
2. Upon or after the apportionment of taxes by the KMC, the Purchaser Allottee alone is liable and responsible to pay the KMC tax and/or any other levy or imposition for its respective Apartment/Unit, as per the bill raised by the KMC, till such time the same is done by KMC the Allottee shall pay taxes proportionately along with other Allottees.
3. Besides the amount of the impositions, the Allottee shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.

4. The liability of the Allottee of Impositions and Penalties in respect of the said Apartment/Unit would accrue with effect from date of Completion Certificate received for the said Residential Complex.
5. The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.

Execution and delivery:

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

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

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

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

Memo of Consideration

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

(Promoter)

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

BETWEEN

... OWNER

AND

Noble Estates
... PROMOTER

AND

.....
... ALLOTTEE

DEED OF SALE

Apartment/Unit No. ...,
'Amar Kunj'
94/1B Aurobindo Sarani,
Kolkata - 700 006

