

**THIS DEED OF ASSIGNMENT** is executed at \_\_\_\_\_ on this [\_\_\_] day of [\_\_\_]  
**TWO THOUSAND AND TWENTY THREE**

**BETWEEN**

**ALOM EXTRUSIONS LIMITED** (PAN No. **AAACO3518N** & **CIN-L70200WB1980PLC032662**), a Company incorporated under the Companies Act, 1956, having its registered office at Alom House, 7B Harendra Coomar Mukherjee Sarani (Pretoria Street, Post Office-Middleton Row and Police Station – Shakespeare Sarani, Kolkata – 700 071, being represented by its Constituted Attorney **SRI UTKAARSH K MODY** (PAN **AJNPM7284L**, Aadhaar No.353695876858), residing at 8/A Middleton Street, Kolkata 700071 Post Office- Middleton Row and Police Station- Shakespeare Sarani, hereinafter collectively referred to as the “**Assignor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their/its successors-in-interest and assigns) of the **FIRST PART**.

**AND**

**RAGA PROJECTS LLP**, (LLPIN No. **AAN-6876**), a limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office situated at 16A Brabourne Road, 9th floor, Kolkata-700001 Post Office-Hare Street, Police Station-Hare Street, having its Income Tax PAN **AAYFR8934L** represented by its Designated Partner **MANISH PODDAR** (PAN **AGHPP0395C**, Aadhaar No.686078194682), son of Ashok Kumar Poddar, by religion Hindu, by occupation Businessman, Citizen of India, residing at 2 Gurusaday Road, Kolkata – 700019, Post Office: Ballygunge and Police Station – Karaya hereinafter referred to as the “**Promoter**”(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns) of the **SECOND PART**;

**AND**

**AND**

*[If the Acquirer is a company]*

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

[OR]

*[If the Acquirer is a Partnership]*

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

[OR]

*[If the Allottee is an Individual]*

Mr./Ms. [\_\_\_] (Aadhaar No. [\_\_\_]), son / daughter of [\_\_\_], aged about [\_\_\_] years residing at [\_\_\_], (PAN [\_\_\_]) hereinafter called the "**ACQUIRER** " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

*[If the Allottee is a HUF]*

Mr. [\_\_\_], (Aadhaar No. [\_\_\_]), son of [\_\_\_] aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at [\_\_\_] (PAN [\_\_\_]), hereinafter referred to as the "**ACQUIRER** " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

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

In this Deed wherever the context so permits The Assignor, Promoter and the Acquirer are collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- A) The **Assignor** is entitled to the leasehold rights in the property more fully described in **Part – I of First Schedule** hereto (hereinafter referred to as “the **Land**”) by virtue of an Indenture of Lease dated 22nd November, 2018 (“Lease Deed”) registered at the office of the Additional District Sub-Registrar, Howrah and recorded in Book No. I, Volume No. 0502-2018, Page from 298994 to 299012, Being No. 050209112 for a term of 99 years commencing from 20<sup>th</sup> June, 2018 (“**Term**”).
- B) The particulars of the leasehold rights of the Land are more fully described in **Part – II of First Schedule** hereto (hereinafter referred to as “the Devolution of Title”)

- C) By and under a Development Agreement dated 22nd July 2021 made between the above-named Assignor and the Promoter hereto and registered with the office of ARA IV in Book No. 1 Volume No. 1904-2021, Pages 306776-306833, Being No. 6231 for the year 2021, the Assignor granted the exclusive right of development in respect of the said Land and construction of a Mini Township comprising of residential buildings, in favour of the Promoter herein, which the Promoter had agreed to undertake for the consideration and on the terms and conditions contained therein. For the purpose of facilitating the development of the said Land in terms of the said Development Agreement the Assignor had also executed a Power Of Attorney dated \_\_\_\_\_ registered at the office of \_\_\_\_\_ and recorded in Book No. \_\_\_\_, Volume No.\_\_\_\_\_, in favour of the Promoter.
- D) In accordance with the said Plan the Promoter became entitled to undertake construction of a residential complex comprising of 4 multistoried residential buildings of Ground plus eight upper floors (“**New Buildings**”) each tower comprising of various flats apartments of various sizes and specifications capable of being held and/or enjoyed independently of each other and the said Housing Complex is to be known as “Reserve” (hereinafter referred to as the “**Project**”);
- E) The Promoter had obtained the approvals for the Project and also for the buildings from Howrah Municipal Corporation.;
- F) The Promoter has registered the Project under the provisions of the Act with the \_\_\_\_\_ Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- G) The Acquirer had applied for allotment of Apartment in the said Project vide application No. \_\_\_\_ dated \_\_\_\_\_ (“**Application**”) on the terms and conditions recorded therein, in pursuance whereof, by and under a provisional allotment letter bearing No. \_\_\_\_\_, dated \_\_\_\_\_ (“**Allotment Letter**”), the Promoter has provisionally allotted in favour of the Allottee All That the Apartment described in **Part - I of Second Schedule** hereunder written (“**Said Apartment**”) together with such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Building and/or the Said Project, which do not form a part of the Common Areas, as stated in **Part - II of Second Schedule** hereunder written (“**Car Parking Space/Parking Facility**”) for the parking of private medium sized/standard car(s) owned by the Allottee within such space(s), subject to and on the terms and conditions recorded in the Application and the Allotment Letter and the general terms and conditions forming a part of and/or governing the said provisional allotment and/or the Allotment Letter, and further subject to the Allottee making payment of the consideration amount as well as all other dues, deposits, costs and expenses, each of

which were unconditionally accepted by the Allottee, with the tentative floor plan of the Said Apartment being annexed hereto, marked as **Part III of Second Schedule** (Said Apartment together with allotment of Car Parking Space if any, to park private medium sized car(s) owned by the Allottee, hereinafter collectively shall be referred to as “**Said Apartment And Properties Appurtenant Thereto**”) together with the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project (hereinafter collectively referred to as the “**Common Areas**”, and more particularly described in **Third Schedule** hereto) for the consideration and on the terms and conditions agreed upon in terms of the Allotment Letter;

- H) In pursuance of the said Allotment the parties hereto had entered into an Agreement for Assignment dated [\_\_\_] (“**Assignment Agreement**”) executed and registered at the office of [\_\_\_], in Book No [\_\_\_], Volume No. [\_\_\_], Pages [\_\_\_] to [\_\_\_], Being No [\_\_\_] for the year [\_\_\_] whereby the Assignor and the Promoter had agreed to assign the said Apartment and the Properties Appurtenant Thereto unto and in favour of the Acquirer herein for the residue of the unexpired Term of the Lease Deed for the consideration and on the terms and conditions contained and recorded in the said Assignment Agreement. In case there is any discrepancy between the terms of these presents and the Assignment Agreement, the terms contained in these presents shall prevail;
- I) The Promoter has since constructed erected and completed the said Tower where the said Apartment is situated and has also obtained necessary Completion Certificate from Howrah Municipal Corporation being No. \_\_\_\_\_ dated \_\_\_\_\_ or as certified by the Architect in terms of the Assignment Agreement;
- J) The Acquirer has from time to time made payment of all amounts payable in terms of the said Assignment Agreement and has now requested the Assignor and the Promoter to execute the Deed of Assignment in respect of the said Apartment and the Properties Appurtenant Thereto which they have agreed to do for the consideration and subject to the terms and conditions hereinafter appearing

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

**SECTION ONE - DEFINITIONS**

**1.1** In these Deed unless it is repugnant to or inconsistent with the subject or context the following expressions shall have the meanings assigned to them as under:

- (a) ARCHITECT shall mean -----
- (b) BUILT UP AREA shall mean for the Apartment or any other Apartment shall mean the Carpet Area of such apartment and EBVT Area (*defined below*) and 50% (fifty percent) of the area covered by those external walls which are common between such Apartment /EBVT Area and any other Apartment /EBVT Area and the niches/cupboard, elevation, treatment and the area covered by all other external walls of the such Apartment /EBVT Area.
- (c) CAR PARKING SPACE/S shall mean the open/covered/mechanical car parking spaces meant for parking of cars in the ground floor/basement of the said complex
- (d) HOUSING COMPLEX shall mean the various towers forming part of the housing complex known as \_\_\_\_\_
- (e) COMMON EXPENSES shall expenses for the management, maintenance and upkeep of the Project and shall be proportionately payable to be paid by all the Acquirers and/or occupiers of the said building and/or residential complex periodically as Maintenance Charges to be paid by all the Acquirers and/or occupiers of the said building and/or residential complex (details whereof will appear from SEVENTH Schedule hereunder written).
- (f) COMMON SERVICES /MAINTENANCE shall mean those services which are to be rendered by the Promoter and upon appointment/formation of the FMC /ASSOCIATION by such FMC and/or Association as the case may be subject to Acquirer making proportionate share of such maintenance charges.
- (g) COMMON PARTS AND PORTIONS AND AMENITIES shall mean the various common parts portions areas facilities and amenities (more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written)
- (h) GENERAL COMMON ELEMENTS shall mean the various common parts portions areas facilities and amenities which are to be used in common by all the owner and occupiers of all the Towers forming part of the said Housing Complex
- (i) RESIDENTIAL BUILDINGS shall mean the three towers forming part of the residential complex each tower comprising of various self contained flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other

and to be ultimately assigned in favour of various Acquirers for the residue of the term of the Lease Deed hereinbefore recited

- (j) ACQUIRER/ALLOTTEE shall mean the Party of the Third Part and shall include his/her/its heirs and/or successor and/or successors as the case may be
- (k) SUPER BUILT UP AREA shall mean the Built Up Area and the proportionate share or interest forming part of the common parts and portion and also the area occupied by various amenities/facilities.
- (l) PROMOTER/DEVELOPER shall mean the party hereto of the Second Part and shall include its successor and/or successors in office/interest and assigns
- (m) UNDIVIDED SHARE shall mean the undivided indivisible proportionate share in the leasehold interest in respect of the Land attributable and/or allocable to a particular Apartment which shall at all times remain impartible and indivisible

## **SECTION TWO – RULES OF INTERPRETATION**

2.1 In this Deed (save to the extent that the context otherwise so requires):-

- i) Any reference to any act of Parliament whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii) An obligation of the Acquirer in this Deed to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done .
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this Deed.

**SECTION THREE- DISCLOSURES, DISCLAIMER  
CONFIRMATION AND ACKNOWLEDGEMENT**

- 3.1 At or before the execution of this Deed the Acquirer has fully satisfied himself/itself/herself as to:
- i) The title of the Assignor and the right of the Promoter in respect the Land
  - ii) The right of the Assignor and the Promoter to transfer and/or assign in respect of the Apartment and the Properties Appurtenant Thereto in terms of this Deed
    - i) Has inspected the plan sanctioned by the authorities concerned.
    - ii) The Completion Certificate issued by the Howrah Municipal Corporation or certification by the Architect in terms of the Assignment Agreement.
    - iii) the proposed location, lay out plan and the dimensions of each of the Said Apartment;
    - iv) the nature, state, condition and measurement of the Land and the Housing complex, as applicable, and the manner in which the same is/are presently intended to be used;
    - v) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Acquirer as also the several obligations to be performed and fulfilled by the Acquirer, each to the satisfaction of the Promoter
    - iv) Acknowledges that the right of the Acquirer shall remain restricted to the said Apartment and the Properties Appurtenant Thereto and that the Acquirer shall have no right over and in respect of the other parts and portions of the Land except the right to use in common the various General Common Elements in common with the other Acquirers and occupiers
    - v) Acknowledges that the terms and conditions of this Deed are fair and reasonable.
    - vi) Has obtained independent legal advise and the Advocates so appointed by the Acquirer have also caused necessary searches/investigation of title to be made
    - vii) Acknowledges that the said Housing Complex is going to be a very prestigious complex and as such the Acquirer agrees to abide by the terms and conditions herein contained and also the house rules as hereinafter

- appearing.
- viii) The Acquirer has gone through all the terms and conditions set out in this Deed and has understood their respective obligations and rights detailed herein
  - ix) The Acquirer hereby confirms that he/she/it is executing this Deed with full knowledge of all the laws, rules, regulations, notifications etc applicable to the project
  - x) The Acquirer has fully satisfied himself/herself/itself as to the carpet area comprised in the said Apartment and further acknowledges that the building and/or the said Apartment has been constructed erected and completed with the materials/specifications which have been detailed out in the said Assignment Agreement
  - xi) The Acquirer is fully satisfied as to the structural stability of the said new building/Tower No. -----
  - xii) Has received copies of the sanction plan whereby the Promoter has become entitled to undertake construction of the said Housing Complex.
  - xiv) For a regulated and disciplined use of Car Parking Spaces, the Promoter has reserved the right to allot parking facility to the interested co-applying for the same in an organised manner whereby each such interested co-acquirers shall be allotted Car Parking Space of the type applied by him in an identified dependent or independent space. **Since different kinds of parking spaces have different costing, the Promoter has fixed different costs in respect of different categories of parking space.**

#### **SECTION FOUR – GRANT OF ASSIGNMENT**

**4.1** **THAT** in pursuance of the said Assignment Agreement dated -----  
 ----- AND in further consideration of a sum of Rs. -----  
 -----/- (Rupees ----- only) of the lawful money of the Union of India well and truly paid by the Acquirer to the Promoter (the receipt whereof the Promoter doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof) the Promoter with the consent and concurrence of Assignor doth hereby assign and/or transfer unto and in favour of the Acquirer herein for the residue of the term of the said Lease Deed **ALL THAT** the said **Apartment** described in the **SECOND SCHEDULE – PART I** with the plan annexed hereto, marked as **Second Schedule - Part III** hereto together with the permission to use such number(s) of car parking space(s), if any, to be earmarked, identified and designated by the Promoter at the Said Project, which do not form a part of the Common Areas, as stated in **Second Schedule - Part - II** hereunder written hereunder written **TOGETHER WITH** proportionate

undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written AND TOGETHER WITH the undivided proportionate share in the leasehold interest in respect of the Land allocable and/or attributable thereto (more fully and particularly mentioned and described in the PART I - FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the said APARTMENT AND THE PROPERTIES APPURTENANT THERETO situation whereof is shown and delineated in the map or plan annexed hereto and bordered in RED thereon) TOGETHER WITH the right to use the Common Areas installations and facilities in common with the other co-acquirers and/or other lawful occupants of the Project AND the Assignor hereby releases relinquishes and disclaim all their respective right title interest claim or demand if any into or upon the said Apartment unto and to the Acquirer for the residue of the term of the said Lease Deed EXCEPTING AND RESERVING such rights easements quasi- easements privileges reserved for any particular Flat and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written) AND TOGETHER WITH all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the Said Apartment and the Properties Appurtenant Thereto (more fully and particularly mentioned and the and described in the FIFTH SCHEDULE hereunder written) TO HAVE AND TO HOLD the said APARTMENT hereby assigns and every part or parts or parts thereof unto and to the use of the Acquirer for the unexpired period of the said Lease Deed unto and to the Acquirer herein SUBJECT TO the House Rules and the restrictions (more fully and particularly mentioned and the and described in the SIXTH SCHEDULE hereunder written) AND also subject to Acquirer making payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES) payable in respect of the Said Apartment and the Properties Appurtenant Thereto (such Maintenance charges more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written)

**SECTION FIVE– PROMOTER’S/ACQUIRER’S COVENANTS**

**5.1 THE PROMOTER AND THE ASSIGNOR AND EACH ONE OF THEM DOETH HEREBY COVENANT WITH THE ACQUIRER** as follows:

- a) THAT notwithstanding any act deed or matter or thing whatsoever done by the Promoter/Assignor done or executed or knowingly suffered to the

contrary the Promoter and the Assignor are now lawfully rightfully and rightfully and competent absolutely to grant a Assignment in respect of the said Apartment and the Properties Appurtenant Thereto unto and in favour of the Acquirer herein for the residue of the term of the said Lease Deed.

- b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Promoter/Assignor have in themselves good right full power and absolute authority to assign the Said Apartment and the Properties Appurtenant Thereto unto and in favour of the Acquirer in the manner aforesaid.
- c) THAT the Said Apartment hereby assigned granted or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lispendens debuttar or trusts made or suffered by the Promoter/Assignor or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Promoter save and except as disclosed herein.
- d) THAT the Acquirer shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment for the residue of the term of the said Lease Deed and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Promoter/ Assignor or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Promoter and all persons having or lawfully or equitable claiming any estate or interest in the Said Apartment or any part thereof through under or in trust for the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Acquirer make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment and every part thereof unto and to the use of the Acquirer in the manner as aforesaid as shall or may be reasonably required.
- f) THAT the Promoter / Assignor have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said Apartment hereby assigned and/or demised or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

#### **SECTION SIX- ACQUIRER'S COVENANTS**

**THE ACQUIRER HEREBY COVENANTS WITH THE PROMOTER /ASSIGNOR** as follows:

- 6.1** THAT the Acquirer and all other persons obtaining assignment under him/her/it shall and will at all times hereafter shall observe the restrictions/

House Rules regarding the user of the said Apartment and also the obligations set forth in the SIXTH SCHEDULE hereunder written and acknowledges that observance of such rules and regulations are for the common benefit of all the owners and occupiers of the said Housing Complex.

- 6.2** THAT the Acquirer shall within three months from the date of execution of these presents at his/her cost shall apply for obtaining mutation of his/her name as the Acquirer and until Apartment is not separately assessed the Acquirer shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the Building, as may be determined and fixed by the Promoter to the Promoter and upon formation of the Association of the said Building to the said Association without raising any objection whatsoever.
- 6.3** THAT the Acquirer shall at all times from the date or deemed date of delivery of possession (**‘Outgoings Payment Commencement Date’**) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, if any, water tax, Urban Land Tax, and other levies impositions and outgoings whether presently payable or which may become payable in future (hereinafter referred to as the RATES AND TAXES) which may from time to time be imposed or become payable in respect of the said Apartment and proportionately for the Building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Acquirer, the Acquirer shall be liable to make payment of such Rates and Taxes to the Promoter and shall also pay based on the estimates for providing the services (including insurance) during the year (hereinafter referred to as Maintenance Charges Estimates) and such Charges may be revised during the year by the Promoter and/or the Association as the case may be
- 6.4** To comply with and/or ensure compliance of the various compliances set out in Part II of the Sixth Schedule hereunder written

#### **SECTION SEVEN– OTHER COVENANTS**

**IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO** as follows:

- i. The transfer/assignment of the proportionate undivided indivisible impartible share in the Common Areas including Undivided Share in leasehold rights of the Land in the name of the Acquirer is being done in the capacity of the Acquirer as a trustee on behalf of and for the benefit of the Association / FMC (as applicable) to be ultimately formed for the Housing Complex and that the Acquirer shall transfer the proportionate

undivided indivisible impartible share in the Common Areas in favour of the Association / FMC (as applicable) at its own costs at the appropriate time after formation of the Association / FMC (as applicable) and/or at such time when all the Allottees of different Apartments transfer their proportionate undivided indivisible impartible share in the Common Areas in favour of the Association / FMC (as applicable). The Promoter is under an obligation to transfer/assign in favour of the Allottee the proportionate undivided indivisible impartible share in the Common Areas in respect of the said Apartment including Undivided Share in leasehold rights of the Land. From Section 17 of the West Bengal Housing Industry Regulation Act, 2017 it appears that the undivided proportionate title in the Common Areas is to be transferred to the Association in addition to handing over of the Common Areas and Installations to the Association. However, from Clause 10 of Annexure 'A' to the Rules it appears that by the Deed of Assignment, title of the said Apartment together with proportionate indivisible share in the Common Areas are to be transferred to the Allottee. It also appears from Section 5(2) of the WB Apartment Ownership Act, 1972 that undivided interest in the common areas and facilities shall be deemed to be transferred or encumbered with the Apartment even though such interest is not expressly mentioned in the transfer deed. Accordingly, there is contradiction, ambiguity and/or lack of clarity regarding transfer of the undivided proportionate share in the Common Areas. Further as per the registration procedure followed by the Registration Authorities in West Bengal for registering Deeds of Assignment regarding the said Apartment, the market valuation of the said Apartment is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Deeds of Assignment to be registered. The Market Valuation e-Assessment Slip regarding any Apartment can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas without which the Deed of Assignment cannot be registered. Under the aforesaid circumstances, it is not possible for the Promoter to execute this Deed of Assignment in favour of the Allottee only in respect of the said Apartment excluding the proportionate undivided indivisible impartible share in the Common Areas in respect of the said Apartment. Further and in any event, presently there is no procedure for registration of a Deed of Transfer/ Assignment of

undivided proportionate share in the Common Areas in favour of the Association without any consideration. The consideration for the undivided proportionate share in the Common Areas is being paid by the Allottee and no amount is or shall be receivable by the Promoter from the Association. Under the circumstances, at present there is no practical method of transfer of undivided proportionate share in the Common Areas in favour of the Association without payment of any consideration. In view of the above situation, the Promoter has no option but to execute this Deed of Assignment in favour of the Allottee transferring also the undivided proportionate share in the Common Areas including Undivided Share in leasehold rights of the Land since the stamp duty and registration fees are being paid by the Allottee on such basis and in as much as the ultimate aim of the Real Estate (Regulation and Development) Act, 2016 including Section 17 thereof and Annexure A of the Rules is that the Promoter should not retain leasehold rights of the undivided proportionate share in the Common Areas which should be transferred to the Allottee and/or for his benefit to the Association. Under such circumstances, the Promoter is hereby discharging its obligation of transfer of the proportionate undivided indivisible impartible share in the Common Areas in respect of the said Apartment including Undivided Share assignment rights of the Land in favour of the Allottee herein with the understanding that the Allottee shall hold the same in trust for the Association / FMC (as applicable) to be formed in future in respect of the Project and shall transfer the same to such Association / FMC (as applicable) in accordance with law, if and when clarity is available on the above issue. If necessary, the Promoter agrees to join as a party to such deed and/ or document for transfer of undivided proportionate share in the Common Areas in favour of the Association / FMC (as applicable). The stamp duty and registration fees, if any, for such transfer shall be payable by the Allottee proportionately along with all the Allottees of the Project.

- ii. THE right of the Acquirer shall remain restricted to the said Apartment and the proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the General common elements.
- iii. THE said Tower No. ----- constructed on a divided and demarcated portion of the Land shall always be known as “ TOWER NO.----- forming part of the said Housing Complex known as \_\_\_\_\_
- iv. The Acquirer shall observe all rules and regulations and maintain the decency of the said Building and shall not do or permit to be done any act deed or thing which is likely to affect the decency of the said Building and/or the rights of the other owners and occupiers of the said Housing Complex and for the aforesaid purpose shall not only observe the rules and regulations

which may be framed from time to time but will also regularly and punctually make payment of the proportionate share of common area maintenance (hereinafter referred to as the CAM CHARGES)

- v. The Acquirer shall obtain separate electricity meter for the said Apartment in its/his/her name at his/her/its own cost/expenses and the Promoter shall offer the necessary assistance. The ACQUIRERS agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.
- vi. Save the said Apartment and Properties Appurtenant thereto the Acquirer shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units, apartments and spaces or constructed areas or parking spaces to the extent not forming part of the Common Areas and the Promoter shall be absolutely entitled to use, enjoy, transfer, assign and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter, in its absolute discretion, shall think fit and proper and the Acquirer hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- vii. The Acquirer further acknowledges that in the event of the Acquirer committing breach of any of the said rules and regulations or failing to make timely payment of the proportionate share of CAM Charges then and in that event the other Acquirers will independently be entitled to enforce the same against the Acquirer.
- viii. The Acquirer further confirms
  - a. not to question the quantum or apportionment of the Common Expenses (mentioned in the Seventh Schedule) or the basis thereof;
  - b. not object to the user of the Common Areas (mentioned in the Third Schedule) by the other Apartment Acquirers;
  - c. comply with and honour the mutual easements, common rules and restrictions mentioned in the Fourth Schedule;
  - d. get the said Apartment mutated in his name and/or separately assessed by the concerned Authority; and
  - e. pay all amounts and deposits that are payable by the Acquirer under this Deed of Assignment and/or which are the liability of the Acquirer under this Deed of Assignment even if the same are demanded and/or become payable subsequent to the execution of this Deed of Assignment.
  - f. pay all future betterment/development charges etc. relating to the said

Apartment and/or the Common Areas.

## **SECTION EIGHT - POSSESSION**

### **8. POSSESSION**

8.1 At or before the execution of this Deed, the Acquirer herein confirms that he has independently satisfied itself about the right, title and interest of the Assignor and the Promoter in the Land, Project, the Plans and the constructions, including the quality and specifications thereof, the net area of the said Apartment, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Tower and Project and the completion of the Buildings, the Common Areas and the said Apartment and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Promoter to the Acquirer, which the Acquirer admits, acknowledges and accepts.

8.2 Before execution and registration of this Deed the Promoter has put the Acquirer in possession of the said Apartment (hereinafter referred to as the POSSESSION DATE) and on and from the said Possession Date the Acquirer has agreed that he/she/it shall:

- i. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Apartment and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
- ii. Regularly and punctually make payment of the maintenance charges payable in respect of the said Apartment to the Promoter and upon formation of the Association to such Association. The Acquirer acknowledges that the obligation of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Acquirer in making regular and timely payment of such maintenance charges the same likely to adversely affect the rights and interest of other owners and/or occupiers of various other Apartment owners in the said building.

**SECTION NINE- DEFECT LIABILITY**

- 9.1 It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate and/or certification by the Architect, of the building in which the Apartment 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 Allottee shall be entitled to receive appropriate compensation 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 Allottee or any other allottees or Association of allottees 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 allottees or competent authority. The Allottee 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 Allottee. The Allottee also acknowledges and accepts that non structural cracks may appear in the external and internal walls of structures on account of variations in temperature or due to occurrence of Force majeure event(s), which shall not be covered under the defect liability obligations of the Promoter.

**SECTION TEN – FORMATION OF ASSOCIATION**

- 10.1 Immediately after the execution of this Deed or so soon thereafter the Promoter shall form or cause to be formed an Association in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 (hereinafter referred to as the said Association) and the said Association shall

be the representative body of the various Acquirers and/or occupiers of the said Housing Complex

- 10.2 The Acquirer agrees to become a member of the said Association and agrees and undertakes to sign and execute all declarations papers deeds documents and instruments as may be necessary and/or required from time to time for the purpose of formation of the said Association and in the event of the Acquirer failing to sign and execute such declarations deeds documents and instruments the Promoter as the constituted attorney of the Acquirer shall be entitled to sign and execute such all declarations deeds documents and instruments as may be necessary and/or required from time to time for and on behalf of the Acquirer and the Acquirer hereby consents to the same
- 10.3 Upon formation of the said Association the various common parts and portions of the said housing complex as detailed out in the Third Schedule hereunder written shall automatically stand vested in the said Association without any further act deed or thing
- 10.4 The said Association in addition to taking control and management of the common parts and portions shall also remain responsible for rendition of common services subject to each of the Acquirers and/or the other occupiers shall make payment of the proportionate share of common area maintenance charges (hereinafter referred to as the CAM CHARGES more fully and particularly mentioned and describe in the SEVENTH SCHEDULE hereunder written)

**SECTION ELEVEN – APPOINTMENT OF FACILITY MANAGEMENT COMPANY**

- 11.1 Until such time the said Association is formed the Promoter shall be liable to look after the common parts and portions and shall also remain liable for rendition of common services. The Promoter shall provide such services by itself or shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Promoter in its absolute discretion may deem fit and proper and the said FMC shall remain responsible for maintenance of the common parts and portions and for rendition of common services subject to the Acquirer making payment of the proportionate share of common area maintenance charges plus 15% of such CAM Charges as and by way remuneration of the FMC.

**SECTION TWELVE -PAYMENT OF COMMON AREA MAINTENANCE CHARGES (CAM CHARGES)**

- 12.1 The Acquirer has agreed to regularly and punctually make payment of the proportionate share of Common Area Maintenance Charges (hereinafter referred to as the CAM CHARGES)
- 12.2 The said CAM Charges shall be paid on the Estimated amounts payable for each month and upon close of each financial if the total CAM Charges paid by the Acquirer is less than the Actual CAM Charges payable by the Acquirer then and in that event the Acquirer shall be liable to forthwith make payment of the deficit amount and in the event of the Acquirer making payment in excess of the Actual CAM Charges payable by the Acquirer the same shall be adjusted and appropriated in the CAM Charges payable by the Acquirer for the following year.
- 12.3 In the event of non-payment of such CAM Charges the Acquirer shall be liable to pay interest on the amounts lying in arrears at the rate of 15% per annum and this would be in addition to any other right which the Promoter /FMC and/or Holding Organization may have for non-payment of such CAM Charges

### **SECTION THIRTEEN - CONSEQUENCES OF NON PAYMENT OF CAM CHARGES**

- 13.1 The Acquirer acknowledges that regular and timely payment of the CAM Charges is a must, in as much as non payment thereof is likely to adversely affect the services in the said Complex and as such in the event of any default on the part of the Acquirer the other Acquirers and/or occupiers shall be entitled to take an action against the Acquirer in the event of the Acquirer defaulting in making payment of such CAM Charges and in the event of the Acquirer committing default in making payment of CAM Charges and if such default shall continue for a period of three months then and in that event the Promoter / FMC /Association Organization as the case may be shall be entitled to :

1. disconnect the supply of electricity
2. discontinue the supply of water
3. prevent the use of lift
4. discontinue Generator Services

and the same will not be restored until such time the Acquirer has made payment of all amounts lying in arrears together with interest at the rate of 15% per annum and such restoration fees as may be determined by the Promoter and/or FMC and/or the Association as the case may be.

- 13.2 The Acquirer acknowledges that it would not be obligatory of the part of the Promoter/FMC /Holding Organisation as the case may be to give any notice

regarding non-payment of CAM Charges and in any event the Acquirer waives the right to receive such notice

#### **SECTION FOURTEEN– ROOF AND OTHER AREAS**

- 14.1 It is hereby made expressly clear and agreed that the ultimate Roof of the building whereon various installations such as water tank, lift roof, dish antennae and other utilities are installed shall be deemed to be the Roof of the said building (hereinafter referred to as the ROOF).
- 14.2 The Acquirer shall have the limited right of access to the said roof for the purpose of carrying out repairs and/or replacements of the said installations and hereby confirm that he/she/it not have any right over and in respect of any open terraces, balconies and verandahs and in any event waive and disclaim all rights over and in respect thereof.

#### **SECTION FIFTEEN – SINKING FUND**

- 15.1 Taking into account that the said housing complex is going to be one of the most prestigious housing complexes in town the Promoter has created a Sinking Fund and/or Reserved Fund (hereinafter referred to as the SINKING FUND)
- 15.2 The said Sinking Fund has been created for the purpose of taking care of various capital expenditure which may be incurred from time to time and the amount lying in the said sinking fund together with the interest accrued due thereon shall be utilized for the various capital expenditure to be incurred from time to time
- 15.2 Upon formation of the said Association the Promoter shall make over the amount lying in the said Sinking Fund after making relevant adjustment and appropriation. The Acquirer agrees not to seek adjustment and appropriation of CAM Charges towards the said Sinking Fund and in the event of the Sinking Fund getting depleted the Acquirer agrees to replenish the same with such amount as may be demanded by the Association with the intent and object that there would be no repletion of the said Sinking Fund

#### **SECTION SIXTEEN – MISCELLANEOUS RULES/ COVENANTS**

- 16.1 The Acquirer confirm(s) and undertake(s) as follows:
- i) On and from the date of execution of this Deed the Acquirer shall have no right or claim against the Promoter save and except as per applicable laws;
  - ii) the right of the Acquirer will remain restricted to the Said Apartment and the Car Parking Space, and all the unsold Apartments and the car parking space(s) will remain vested in the Promoter who shall be free to deal with and/or dispose them off in any manner in its absolute discretion;

- iii) to allow the Promoter to install Neon Sign on the ultimate roof or on the facade or terrace of the building or a portion of the boundary wall and the Acquirer (s) hereby consents and waives all rights to enable the Promoter to put up such neon sign, and agrees not to raise any objection or claim whatsoever. The Promoter shall be entitled to use the lifts, stair case, common parts and portions for the purpose of erection, repair and replacement of such neon signs.
- vi) the Promoter will be solely and absolutely entitled to all credits, carbon credits or otherwise, that may be granted or can be availed of for the manner of executing the Project or otherwise, and the Allottee shall not make any claim thereto in any manner whatsoever;
- vii) in all matters relating to construction of the Building(s) and/or the Project in general including, without limitation the Plan, lay-out, Specifications and measurements, the decision of the Architect shall be final and binding, and the Acquirer shall not dispute the same or raise any objection thereto on any ground whatsoever or howsoever;
- viii) in no circumstances whatsoever the Acquirer shall do any act, deed, matter or thing whereby the construction of any of the Building(s) or development of Project in general is in any manner whatsoever, hindered, obstructed or impaired with;
- ix) the right of user of the Allottee of the Common Areas And Facilities along with the Car Parking Space being an indivisible part and parcel of the Said Apartment, shall not be transferable except along with the Said Apartment (subject to and in accordance with the terms of this Deed), and each of them shall be deemed to be transferred with the Said Apartment even though the same be not expressly mentioned in any future instrument of transfer;
- x) the Promoter shall be entitled to take such steps as it deems fit and proper in the interest of preserving the aesthetics of the Building(s) and/or the Said Project including but not limited to the external façade of each of the above;

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**PART - I**

**(LAND)**

ALL THAT piece and parcel of Land measuring about **2.4983** Acres more or less lying, situate at and being **Premises no. 184, J.N. Mukherjee Road, Howrah-711106** under Ward No.4 of the Howrah Municipal Corporation and comprised in Mouza: Malipanchghara, J.L. No. 01, Police Station Malipanchghara, District Howrah in the following Dags/Plots:

<b>RS DAG NO</b>	<b>LR DAG NO</b>	<b>AREA IN ACRE</b>	<b>AREA IN KOTTAH</b>
160	168	0.4485	27.18
161	169	0.2673	16.20
82/267	171	1.1726	71.07
74/254	172	0.0198	1.20
82	88	0.4484	27.18
83	89	0.0025	0.15
85	90	0.0261	1.58
84	91	0.0026	0.16
86	92	0.1105	6.70
		<b>2.4983</b>	<b>151.42</b>

The said Premises is butted and bounded in the following manner:

On the North:	By Shree Satya Narayan Madhav Mishra Vidyalaya.
On the East:	By J.N. Mukherjee Road.
On the West:	By Badalpara Lane.
On the South:	By Satyanarayan Temple.

And delineated in the map/ plan attached as **Annexure A** hereto

PART – II

TITLE

By an Indenture of Lease dated 22nd November, 2018 (“Lease Deed”) registered at the office of the Additional District Sub-Registrar, Howrah and recorded in Book No. I, Volume No. 0502-2018, Page from 298994 to 299012, Being No. 050209112 for the year 2018, made between the Governor of the State of West Bengal (“Head Lessor”) therein referred to as the Lessor of the One Part and Alom Extrusions Limited (“Assignor”) therein referred to as the Lessee of the Other Part, Head Lessor therein in consideration of the premium and annual rent to be paid by the Assignor herein, granted and demised the ALL THAT piece and parcel of the land measuring 2.7250 acres, more or less. It is hereby clarified that land measuring 0.2267 acres had already been transferred prior to execution of the Indenture of Lease and as such the area of land shall be considered as 2.4983 acres instead of 2.7520 acres in the below manner:-

RS DAG NO	LR DAG NO	AREA IN ACRE	AREA IN KOTTAH
160	168	0.4485	27.18
161	169	0.2673	16.20
82/267	171	1.1726	71.07
74/254	172	0.0198	1.20
82	88	0.4484	27.18
83	89	0.0025	0.15
85	90	0.0261	1.58
84	91	0.0026	0.16
86	92	0.1105	6.70
		2.4983	151.42

situated at 184, J.N Mukherjee Road, under Howrah Municipal Corporation, Ward No. 4, Howrah- 711106 (“Land”) unto and in favour of Assignor herein for a term of 99 years commencing from 20th June, 2018 and on the terms and conditions therein mentioned exclusively and wholly for establishing and setting up a “Mini Township”.

### **THE SECOND SCHEDULE ABOVE REFERRED TO**

#### **Part - I**

#### **(APARTMENT AND THE PROPERTIES APPURTENANT THERETO)**

All That the Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor in Tower No. \_\_\_\_\_ of the complex being constructed on the Land as a part of the Project, having a Carpet Area of \_\_\_\_\_ sq.ft. More or less, with the respective areas of the Balcony/Verandah and the Wardrobe, if any, being respectively \_\_\_\_\_ sq.ft. more or less and \_\_\_\_\_ sq.ft. more or less, equivalent to a Built-up Area of \_\_\_\_\_ sq.ft. more or less and Super built-up area of \_\_\_\_\_ sq.ft. more or less.

**TOGETHER WITH** the proportionate share in all Common areas as permissible under

law and TOGETHER WITH the undivided proportionate share in the leasehold interest in respect of the Land appurtenant and/or allocable thereto.

**Part - II**  
**(CAR PARKING SPACE)**

All That the..... number(s) of [covered/open/mechanical] space(s) at the Building/Tower on the Land, as earmarked, identified being No .....and designated by the Promoter for the parking of private medium sized car(s) owned by the Allottee within such space

**Part – III**

**(Plan)**

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**COMMON AREAS- (COMMON PARTS AND PORTIONS)**

- i. The Land
- ii. Entrance Gate Complex
- iii. Jogging/ Walking Track
- iv. Multipurpose Court
- v. Walking trails
- vi. Open air theatre
- vii. Urban forest with seating cove
- viii. Grand central lawn
- ix. Palm avenue on mound
- x. Senior citizen adda
- xi. Feature pergola
- xii. Adda corner
- xiii. Temple and lawn
- xiv. Drop off area
- xv. Feature wall
- xvi. Sculptures
- xvii. Pergola with feature tree
- xviii. Guard room

**PODIUM LEVEL**

- xix. Swimming pool
- xx. Kids pool
- xxi. Pool deck
- xxii. Water fall feature (pool overflow)
- xxiii. Kids play area
- xxiv. Feature wall/ tree of life
- xxv. Pathways
- xxvi. Tree court
- xxvii. Party lawn
- xxviii. Grand lawn
- xxix. Society office
- xxx. Changing room
- xxxi. Community hall
- xxxii. Gym
- xxxiii. Yoga
- xxxiv. Lounge
- xxxv. Cards room
- xxxvi. Indoor games
- xxxvii. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open spaces in or about the Said Project and/or the Building(s) as are determined by the Architect as being necessary for passage to or for the use and occupancy of the Apartments, but shall not include any area sanctioned and/or permitted for construction under the Plan unless expressly authorized and/or agreed upon in writing by the Promoter

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Promoter/Association/FMC.

1. The right in common with the Acquirer and/or owners and occupiers of the said housing complex and use of common part or parts of the Complex including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Acquirer and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Apartment) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Apartment so far as may be

reasonably necessary for the beneficial use and occupation of the other portion or portions of the Complex for all purposes whatsoever.

3. The right of protection for other portion or portions of the Building by all parts of the Said Apartment as far as they now protect the same or as may otherwise become vested in the Acquirer by means of structural alterations to the Said Apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building and/or complex.
4. The right for the Holding Organization/Association and / or occupier or occupiers of other part or parts of the Complex for the purpose of ingress and egress to and from such other Part or parts of the Complex, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Complex.
5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, fire fighting equipment as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

The under mentioned rights easements and quasi easements privileges of the Acquirer to be enjoyed along with other co-occupiers.

- i. The Acquirer shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in this SCHEDULE.
- ii. The right of access and passage in common with the Holding Organization and/or the co-owners and occupiers of the Complex at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Complex and the Land.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Apartment with or without

vehicles over and along the drive-ways and pathways excepting area which are reserved and PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Acquirer or any person deriving title under the Acquirer or the servants agents employees and invitees of the Acquirer to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.

- iv. The right of support shelter and protection of the Said Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Apartment through pipes drains wires and conduits lying or being in under through or over the Complex and the Land so as far as may be reasonable necessary for the beneficial occupation of the Said Apartment and for all purposes whatsoever.

### **THE SIXTH SCHEDULE ABOVE REFERRED TO**

#### **[HOUSE RULES]**

##### **PART I -Restrictions**

1. The Acquirer:
  - i. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
  - ii. to use the Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Apartment and Properties Appurtenant thereto or any activity which may cause nuisance or annoyance to the Co-owners.
  - iii. Without prejudice to the generality of the foregoing, not to use the Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-acquirers.
  - iv. Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Apartment or Building or anywhere in the Project PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Apartment. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding

outside the exterior of the Apartment save that the Allottee shall have the right to install window/ split air-conditioners at the place/s provided therefor in the Apartment.

- v. Not to partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Buildings at the Project passing through the 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 Apartments 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 Buildings at the Project or any part thereof.
- vi. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- vii. not to install or keep or operate any generator in the Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Apartment.
- viii. not to hang or put any clothes in or upon the windows balconies, ultimate roof and other portions which may be exposed in a manner or be visible to the outsiders
- ix. to maintain at his own costs, the 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, Howrah Municipal Corporation, Panchayat Samiti, WBSEDC 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 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.
- x. to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the Said Project Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.
- xi. not to sub-divide the Apartment and space for Car Parking Space under any circumstances.
- xii. not use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to

do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the Said Project.

- xiii. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any and the Common Areas.
- xiv. not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- xv. to apply for and obtain at his own costs separate assessment and mutation of the said Apartment and Properties Appurtenant thereto in the records of appropriate authority within 06 (six) months from the date of possession.
- xvi. not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.
- xvii. not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- xviii. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- xix. the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever Provided that if the Allottee has been granted Parking Facility, the facility of such parking shall be subject to the following conditions:-
  - a. The Allottee shall use only the space for Parking Facility identified for him as per PART II of SECOND SCHEDULE hereto for parking;
  - b. The Allottee shall pay the Parking Facility Maintenance Charges, if any decided by the Promoter, punctually and without any delay or default;
  - c. The Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
  - d. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - e. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - f. The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the Apartment to any other Co-owner of the Project and none else.
  - g. The Parking Facility does not confer any right of ownership of the space on which such parking facility is provided.

- h. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter and/or the Assignor liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Assignor.
  - i. In case the Allottee is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Allottee shall not disturb/block the ingress and egress of car/two wheeler of the other Apartment owner of such facility or any other Co-owners in the Project.
  - j. In case the Parking Facility due to any technical issues or owing to any repair, maintenance or replacements at the space of the Parking Facility or due to any other reason is temporarily or permanently not available, the Allottee shall not hold the Promoter (as Maintenance In-charge or otherwise) liable or responsible in any manner therefor.
- xx. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
  - xxi. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Apartment free from all hazards relating to fire.
  - xxii. to keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the 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 Apartment.
  - xxiii. not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
  - xxiv. not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Parking Facility, if any.
  - xxv. not violate any of the rules and/or regulations laid down by the Maintenance In-charge for use of the Common Areas.
  - xxvi. not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.

- xxvii. 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 Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- xxviii. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.
- xxix. to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Assignor and the Promoter and all other persons entitled thereto.
- xxx. to use the Common Areas with due care and caution and not hold the Assignor and/or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas by the Allottee 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.
- xxxi. not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- xxxii. not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- xxxiii. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- xxxiv. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- xxxv. keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- xxxvi. not to change/alter/modify the names of the Project from those mentioned in this Deed.

## **PART - II - Compliances**

The Allottee shall:

- 2.1 maintain the Project in general and the Building where the Said Apartment is situate for the purposes and with the intent and object for which the same is constructed;
- 2.2 assist the Promoter to form the Association and strictly observe and abide by all the rules and regulations including the Rules framed/ formulated by the Promoter and thereafter by the Association, and without prejudice to the other rights of the Promoter, pay all the penalties levied/stipulated for non-observance of and/or non-compliance with the same;
- 2.3 co-operate with and assist in all manner, the Promoter / Association, as the case may be, in carrying out their day to day activities and obligations, and shall not oppose/object to any decision taken by the Promoter and/or the Association, as the case may be, and in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tube wells, generator and/or other installations and/or amenities in the Building(s) and/or the Project and its service zone including without limitation those under the West Bengal Fire Service Act, 1974 and/or the rules made thereunder, and shall indemnify and keep each of the Indemnified Parties, Association and the Facility Management Company, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions, proceedings etc. in respect thereof including but not limited those which the Indemnified Parties and/or Association and/or the Facility Management Company may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Allottee ;
- 2.4 maintain, at his/her/their/its own costs, the Said Apartment and shall keep the same in good condition, state and order in which the same is handed over to the Allottee, normal wear and tear accepted, and shall at all times keep the interior walls, fittings, fixtures, appurtenances, floors, ceilings, sewerage, drainage, plumbing etc. in perfect condition and repair, and further shall keep each of the Indemnified Parties and each of the other occupiers/End Users of the several Apartments/areas/spaces at the Building(s) and/or the Said Project fully safe, harmless and indemnified from and against *inter alia* the consequences of any damage etc. arising therefrom;
- 2.5 be and remain solely responsible for the safety and security of the Said Apartment And Properties Appurtenant Thereto and the permissible goods/ articles lying therein/thereat, if any, and to get the same insured at his/her/ their/its own cost including against damage by fire, riot, explosion, earthquake, strike, storm, tempest, floods, wars, accidents, malicious damage, civil commotion etc.;

- 2.6 abide by and/or comply with and/or ensure compliance of all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the state of West Bengal including but not limited to the norms, practices and the legal requirements/guidelines of the State Level Expert Appraisal Committee (SEAC)/State Level Environment Impact Assessment Authority (SEIAA)/the Pollution Control Board in relation to the operation and maintenance of the facilities forming part of the Common Areas;
- 2.7 pay regularly and punctually every month and month by month the Common Expenses at such rates as may be decided, determined and apportioned by the Promoter, as per the bills raised by the Promoter and/or the Facility Management Company and/or the concerned authorities, as the case may be, payable with effect from the Outgoings Payment Commencement Date;
- 2.8 pay regularly and punctually the entirety of the Outgoings in or relating to the Said Apartment as per the bills raised by the Promoter and/or the Facility Management Company and/or the concerned authorities, as the case may be;
- 2.9 pay/make such further Deposits and/or other deposits as be required by the Promoter / Association, as the case may be, from time to time and further shall make good and pay to the Promoter / Association, all such amounts which may have been deducted/adjusted/paid towards any amount due and payable by the Allottee , and further shall also replenish any shortfalls caused on account of the Allottee , and furthermore deposit with the Promoter / Association such further amounts as may be determined by the Promoter / Association, as the case may be;
- 2.10 use the Said Apartment, the Car Parking Space and the Common Areas carefully, peacefully and quietly and only for the purpose for which each of it is meant and as stipulated by the Promoter.
- 2.11 use the Common Areas in common with the Promoter and the other permitted users and occupiers of the Building(s) and/or the Said Projectas may be determined by the Promoter at its sole and absolute discretion, and only for the limited purpose for which the same are designated/identified by the Promoter, without claiming any manner of absolute and/or exclusive right or title or interest or possession therein/ thereon/thereto/thereof, and shall not damage, destroy, disfigure any of the utilities and/or facilities and/or infrastructure or use or employ such areas and/or the facilities and/or utilities etc. in any manner not intended to be used or employed, and further shall not do any act, deed or thing which may in any manner prevent and/or restrict the rights and liberties of the Promoter and/or of the other users/occupiers, it being clarified that the Allottee and/or the contractors, men, servants, agents etc. of the Allottee shall not be entitled to access any of the areas of the Building(s) and/or the Said Projectincluding but not limited to the roof/ ultimate roof, the lift machine

room, the electrical transformer room, if any, the electrical meter room, if any, the generator set and/or any of the Common Areas and/or such other areas/facilities as may be identified from time to time by the Promoter;

- 2.12 comply with and adhere to all the laws, rules and guidelines pertaining to fire safety, and the Allottee shall remain solely liable and responsible for any violation thereof, and the Allottee shall keep each of the Indemnified Parties and each of the users and occupiers of the several Apartments/ areas/ spaces/Apartments at the Building(s) and/or the Said Project fully safe, harmless and indemnified in respect thereof;
- 2.13 sign such forms, give such authorities and render such co-operation as may be required by the Promoter /Facility Management Company/ Association, as the case may be;
- 2.14 allow the Promoter /Facility Management Company/ Association, as the case may be, and/or their respective representatives, with or without workmen, upon prior reasonable notice (save and except in cases of emergencies) to enter into the Said Apartment and/or the Car Parking Space *inter alia*, for the purpose of maintenance, repairs, re-building etc. and for keeping in good order and condition, the electrical lines, the air-conditioning lines, the water lines, the pipe lines, the gas lines, sewage lines, storm water lines/storm water pits, plumbing systems etc. and/or any and/or all other elements, without raising any objection;
- 2.15 ensure that the entirety of the Project is maintained in a decent manner;
- 2.16 pay, and undertake(s) to pay, such damages on demand as ascertained by the Promoter / Association, as the case may be, for the breach of any of the covenants contained in this Agreement within the due date therefor as mentioned in the demand;
- 2.17 pay and undertake(s) to pay Interest in the event the Allottees fail(s) or neglect(s) to pay the damages for the breach of any covenant from the due date of demand till the date of payment, and hereby further undertake(s) that in the event the said damages and the Interest thereon is not paid within 60 (sixty) days from the date of demand, then till such time the entirety of the said damages together with the Interest thereon is paid the Allottee shall not use any of the utilities and facilities in the Building including without limitation the water supply, gas, electricity, lift etc., and hereby authorise(s) the Promoter /Facility Management Company/ Association, as the case may be, to discontinue/ withdraw any or all the facilities and utilities etc.;
- 2.18 use only such routes of entry into and/or exit from the Said Project and/or the Building(s) as specified by the Promoter;
- 2.19 submit to the Promoter full particulars with photographs of any driver, domestic help, servants, staff, etc. and/or any other Person employed by the

Allottee (with a copy to the local police station), to enable issuance of identity cards to each of such individuals, who shall be bound and obliged to carry the same at all times, failure whereof shall result in not being permitted to access the Said Apartment and/or any part or portion of the Building(s) and/or the Said Project;

- 2.20 while sending any goods or materials out of the Said Project with the help any driver, domestic help, servants, staff, etc. and/or any other Person employed by the Allottee , provide appropriate authorisation to such carriers of such goods;
- 2.21 immunize the pets of the Allottee , and at all times to keep the pets on a leash save when inside the Said Apartment, with the Allottee being responsible to arrange for the cleaning up if his/her/their/its pets relieve themselves anywhere within the Said Project, and further for making good any loss, damage etc. which may be caused by and/or have arisen due to the pets of the Allottee ;
- 2.22 use only such power/generator back-up as allocated by the Promoter to the Said Apartment, and shall not demand/claim any further/additional power/generator back-up on any ground whatsoever or howsoever;
- 2.23 ensure that all the employees, personnel, visitors, agents, contractors, etc. of the Allottee strictly abide by the rules framed/amended from time to time by the Promoter and/or the Facility Management Company including the Rules as also the instructions issued from time to time for enforcing security, maintenance etc., and further shall ensure that none of them in any manner deface, vandalise or bring to disrepute the Project;
- 2.24 within 45 (forty five) days from the date of execution and registration of the Deed of Assignment, subject to and without prejudice to the terms thereof, at his/ her/their/its own cost, expense and liability, apply for and obtain separation and mutation of the Said Apartment in the records of the Kolkata Municipal Corporation in the name of the Allottee as the Allottee thereof, and the Allottee shall be liable and responsible for all the costs and consequences for the non-observance of this clause, and the Allottee shall, on and from the Outgoings Payment Commencement Date be liable to pay the municipal rates and taxes and all other outgoings including Maintenance Charges in respect thereof as determined by the Promoter, and, further, in the event of there being any enhancement to/in the rates and taxes due to any act, deed or thing done or carried out or executed at the Said Apartment by/at the instructions of the Allottee, the Allottee, such enhancement shall be paid and borne exclusively by the Allottee in addition to and over and above the aforesaid rates and taxes, it being clarified that understood that such assessment and mutation shall not absolve the Allottee of its continuing obligation to make payment of the proportionate share of the municipal rates and taxes in respect of the Said

Project, as determined by the Promoter and/or the Facility Management Company and/or Association, as the case may be;

- 2.25 comply with all notices, orders and requisitions of the local and/or municipal and/or other concerned authorities that may be required to be complied with by the Promoter and/or the Allottee in respect of the Said Apartment And Properties Appurtenant Thereto or any part thereof, all at his/her/their/its own costs and liability;
- 2.26 exercise all precautions and care and take all steps as may be necessary and/or expedient to prevent the commission of any offence under any statutory law or otherwise, and to keep each of the Indemnified Parties and each of the users and occupiers of the several Apartments/areas/spaces/ Apartments at the Building(s) and/or the Said Project safe, harmless and indemnified in respect thereof;
- 2.26 keep the lobby clean at all times;
- 2.27 make the electrical fittings only from the underground cable trench or the existing electrical ducts in such manner that electric wires are not exposed;
- 2.28 obtain car parking stickers from the Promoter and/or the Association and/or the Facility Management Company, failing which the vehicles shall not be permitted to enter the Said Project;
- 2.29 pay to the Promoter or to the Association or the Facility Management Company, as the case may be, car parking charges for visitors' cars as determined by the Promoter or the Association or the Facility Management Company, as the case may be;
- 2.30 co-operate with the other End Users and the Promoter and Association and/or the Facility Management Company, as the case may be, in the management and maintenance of the Said Project and the Project;
- 2.31 observe, perform and comply with the conditions mentioned in other parts of this Schedule.

#### **THE SEVENTH SCHEDULE ABOVE REFERRED TO**

#### **(COMMON EXPENSES)**

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, painting, repainting, lighting, upkeep etc. of the main structure of the Buildings including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas at the Project, and the parking spaces including lifts,

generators, intercom, CCTV, water pump with motors, all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, drains and electric cables conduits and wires whether open or concealed and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/apartment and/or enjoyed or used by the Allottee in common.

2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments gadgets and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, fittings, fixtures etc) and MCP.
3. **STAFF:** The salaries, remuneration and other costs and expenses of the Maintenance Agency, staffs, professionals, consultants and other persons to be employed or engaged for the Common Purposes including their bonus and other emoluments and benefits.
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 Project Land (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 or any part thereof against normal degeneration or damages and/or force majeure events and/or any contingencies.
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. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Assignor, the Promoter, the Maintenance In-charge for the Common Purposes.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

**SIGNED AND DELIVERED BY THE ASSIGNOR**

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

**SIGNED AND DELIVERED BY THE PROMOTER**

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

**SIGNED AND DELIVERED BY THE ACQUIRER**

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