

SALE DEED

THIS INDENTURE executed on this _____ day of _____, 20__

BETWEEN

ALCOVE CONSTRUCTION PRIVATE LIMITED (CIN: U70101WB1996PTC079790; PAN: AACCA5779R), a Company under the provisions of the Companies Act, 2013, having its registered office at No.68/2, Harish Mukherjee Road, P.O. Bhawanipore, Police Station-Kalighat, Kolkata – 700 025 represented by its Director / Authorized Representative, Mr. _____, son/wife/daughter of Mr. _____, by occupation-_____, and working for gain at No._____, P.O. _____, P.S. _____, Kolkata – _____, pursuant to the Board Resolution dated _____, hereinafter called “the **PROMOTER/DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors or successors-in-interest and/or nominees and assigns) of the **FIRST PART**

AND

(1) **(SMT.) AAKRITI SHROFF** (PAN: GNFPS6299B), wife of Shri Yashaswi Shroff, and
(2) **(SHRI) AJAY KUMAR SHROFF** (PAN: AIMPS9017P), son of Shri Amar Nath Shroff, both by faith Hindu, both by Nationality Indian, both by occupation Business, both residing at No.68/2 Harish Mukherjee Road, P.O. Bhawanipore, Police Station Kalighat, Kolkata-700025, hereinafter jointly referred to as “the **OWNERS / LAND OWNERS**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective heirs, executors, administrators legal representatives and/or assigns) of the **SECOND PART**

AND

_____ hereinafter referred to as “the **ALLOTTEE / PURCHASER**” of the **THIRD PART**:

The Promoter, the Owners and the Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B-1 The Land Owners was the full and absolute owners of **All That** the piece and parcel of land containing an area of 15 Cottahs 13 Chittacks more or less (equivalent to 1057.692 sq. mtrs.) situate lying at and being Municipal Premises No.62/11, Ballygunge Circular Road (formerly 8/1, Rainey Park), Police Station-Ballygunge, P.O. Ballygunge, Kolkata – 700019, Borough-VIII, under Ward No.069, within the Kolkata Municipal Corporation (hereinafter for the sake of brevity called “the **said Larger Premises**”).
- B-2 A portion of the said Larger Premises measuring 343 sq. mtrs. has been gifted to the Kolkata Municipal Corporation for road widening and development and to be used by the public at large by a Deed of Gift dated _____ made between _____ and _____ and registered with the _____ in _____, and consequent to such gift the area of the said Premises No.62/11, Ballygunge Circular Road (formerly 8/1, Rainey Park), Police Station-Ballygunge, P.O. Ballygunge, Kolkata – 700019, Borough-VIII, under Ward No.069, within the limits of The Kolkata Municipal Corporation stood at

714.692 sq. mtrs. and the same is fully described in the **First Schedule** hereunder written and hereinafter for the sake of brevity called "the **said Premises**".

Devolution of title in respect of the said Premises is mentioned in the **Fifth Schedule** hereunder written;

- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Kolkata Municipal Corporation has granted permission to construct vide Building Permit dated _____ bearing no. _____.
- F. The Promoter has obtained the sanctioned plan for the Project from Kolkata Municipal Corporation as mentioned in the Definition No. _____ (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. _____ (being the definition of Plan) hereinbelow;
- G. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) (Act No.16 of 2016) with the Real Estate Regulatory Authority at _____ on _____ under Registration No. _____.
- H. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and The Kolkata Municipal Corporation has issued completion certificate vide _____ dated _____.
- I. By an Agreement for Sale dated _____ and registered with the _____ in _____, the Promoter and the Land Owner agreed to sell and transfer to the Allottee **All That the said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- J. The construction of the said Apartment / Unit is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on _____;
- K. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter. In any event, each Party hereby condones the delays defaults and breaches, if any, made by the other party and also hereby waives all claims and demands against the other party arising or occasioned due to delays defaults and breaches, if any;
- L. The Allottee has now requested the Promoter to convey the said Apartment / Unit in favour of the Allottee;
- M. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Land Owner and the Promoter to the said Premises;
 - (ii) The rights of the Promoter under the Development Agreement;
 - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto (including the Sale Agreement);

- (iii) The workmanship and quality of construction of the said Apartment / Unit and the Project, including the structural stability of the same;
- (iv) The total area comprised in the said Apartment / Unit;
- (v) The Completion Certificate;
- (vi) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of **Rs. _____ (Rupees _____)** only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same, both the Promoter and the Land Owner do hereby discharge the Allottee), the Land Owner and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (each of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Apartment / Unit fully described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** the right to use and enjoy the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written in common in the manner herein stated and agreed, which Common Areas and Installations shall be transferred in favour of the Association as mandated by law **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever, free from all encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses (described in the **FOURTH SCHEDULE** hereunder written) proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations

II. THE LAND OWNER AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Land Owner and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment / Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Land Owner or the Promoter.
- iii) The Land Owner and the Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association, the Land Owner and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident will upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE PROMOTER AND THE LAND OWNER as follows:

1. The Allottee so as to bind himself to the Promoter and the Land Owner and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owner and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.

2. **MAINTENANCE OF THE SAID BUILDINGS/UNIT/PROJECT**

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Units shall be bound and obliged to comply with the same.

It is agreed and clarified that the Association of Allottees has already been formed and the same is now in charge of the Common Areas and Installations and the Promoter or the Land Owner are not liable therefor in any manner whatsoever.

3. **RIGHT TO ENTER THE APARTMENT / UNIT FOR REPAIRS**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, car parks / garages/closedparkings and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter and/or the association of allottees and/or the maintenance agency to enter into the Apartment / Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

4. **USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement(s) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of allottees formed for rendering maintenance services.

5. **COMPLIANCE WITH RESPECT TO THE UNIT:**

- 5.1 The Allottee shall be solely responsible to maintain the Apartment / Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment / Unit, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment / Unit, and keep the Apartment / Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 5.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, Building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the

Allottee shall not store any hazardous or combustible goods in the Apartment / Unit or place any material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment / Unit.

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

6. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act and save to the extent specifically mentioned in these presents or permitted by any law for the time being in force.

7. PROVISIONS OF THIS INDENTURE APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment / Unit, in case of a transfer, as the said obligations go along with the Apartment / Unit for all intents and purposes.

8. NOTICES

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

9. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

10. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.

11. OTHER PROVISIONS:

- 11.1 The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Apartment / Unit) nor do anything whereby the construction or development of the Project or the sale or transfer of the other Units in the Project is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Land Owners are restrained from construction of the Project and/or transferring and disposing of the other units / apartments / saleablespace and rights in the Project, then and in that event without

prejudice to such other rights the Promoter and/or the Land Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Land Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by them or any of them.

- 11.2. Save the said Apartment / Unit and the common right to use the Common Areas and Installations in terms of these presents, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Units / Apartments and spaces or store-rooms or constructed or open areas or parking spaces at the said Premises or the Project or the Buildings thereat.
- 11.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain units may have the exclusive open to sky Terrace / Gardens attached to their respective units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 11.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Apartment / Unit in the records of concerned authorities.
- 11.5 The rights of the Allottee in respect of the said Apartment / Unit under these presents can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 11.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Apartment / Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 11.7 The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building at the premises and also the covered spaces in the Building(including car parking spaces but not the one expressly provided for to the Allottee under this Deed) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.
- 11.8 Save the said Apartment / Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell 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 Allottee 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.
- 11.9 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to

the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.

11.10 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Land Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Buildings and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Land Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

11.11 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or developers of adjoining / contiguous properties on such terms as be agreed by and between the Promoter and the owners / developers of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

11.12 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Tower, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Building or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;

11.13 The Allottee shall have no connection whatsoever with the Allottees / Buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.

11.14 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed

and clarified that any transfer of the said Apartment / Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

- 11.15 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and also the provisions of West Bengal Apartment Ownership Act, 1972, including for vesting/transfer of the title / interest in respect of the Common Areas and Installations, in favour of the Association as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions.
- 11.16 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 11.17 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof, if allotted to any allottee.
- 11.17.1 In case any parking space is covered by a shed / canopy / glass cover / awning or any other form of cover, then the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof, if allotted to any allottee.
- 11.18 The Project at the said Premises shall bear the name "_____ "unless changed by the Promoter from time to time in its absolute discretion.
- 11.19 The paragraph headings do not form a part of these presents and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER

SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE: (including joint buyers):

WITNESSES TO ALL THE ABOVE:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Drafted by

Advocate
Saraogi & Co., Advocates
High Court, Calcutta

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Allottee the within mentioned sum of **Rs. _____ (Rupees _____)** only being the consideration in full payable under these presents to the Promoter by cheques /pay order / demand draft and/or in cash.

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:
(said Premises)

All That piece and parcel of land containing an area of 10 Cottahs 10 Chittacks 43 Square Feet (equivalent to 714.692 sq. mtrs.) more or less situate lying at and being Municipal Premises No.62/11, Ballygunge Circular Road (formerly 8/1, Rainey Park), Police Station-Ballygunge, P.O. Ballygunge, Kolkata – 700 019, Borough-VIII, under Ward No.069, within the Kolkata Municipal Corporation and butted and bounded in the manner as follows and bordered “**RED**” in the map or plan hereto annexed:

On the **North**: By the junction of Ballygunge Circular Road and Gurusaday Road;
 On the **East** : By Gurusaday Road;
 On the **West** : By Ballygunge Circular Road;and
 On the **South**: By Premises No.22,Gurusaday Road;

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

THE SECOND SCHEDULE ABOVE REFERRED TO:
(said UNIT)

All That the **Apartment/ Unit bearing No.**_____ on the _____ side on the _____ floor of the Building at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in “**Red**”, containing a **Carpet Area** of _____ **Square Feet** [**Built-up Area** whereof being _____ **Square Feet** (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet) and **Maintenance Chargeable Area** being _____ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less.

_____ **Car Park / Servant Quarter etc., narration** _____

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common Areas and Installations)

1. Land comprised in the said Premises;
2. _____
3. _____

_____ **TO SET OUT** _____

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)

_____ **TO SET OUT** _____

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

- Ai) By an Indenture of Conveyance dated 14th August 2006 and registered in the office of the District Sub-Registrar III, South 24 Parganas and recorded in Book No.I, Volume No.19, Pages 910 to 930 Being No.7548 for the year 2006, Reverend Hanok Ghose, acting as Administrator De Bonis Non to the Estate of

Mrs. Gertrude Violet Chippendale, sold conveyed and transferred the said Larger Premises unto and in favour of (1) Kesharshyam Constructions Private Limited, (2) Pawan Kumar Gupta, (3) Naveen Gupta, (4) Abhishek Gupta, (5) Manish Kumar Newar HUF and (6) Ashish Tibrawalla, absolutely and forever, in the following shares:

Name	Share
(1) Kesharshyam Constructions Private Limited	: 1/2nd
(2) Pawan Kumar Gupta	: 1/12th
(3) Naveen Gupta	: 1/12th
(4) Abhishek Gupta	: 1/12th
(5) Manish Kumar Newar HUF	: 1/8th
(6) Ashish Tibrawalla	: 1/8th

- Aii) By an Indenture of Gift dated 23rd November 2021, and registered in the office of the District Sub-Registrar IV, South 24 Parganas and recorded in Book No.I, Volume No.1604-2021, Pages 353350 to 353381 Being No.160409565 for the year 2021, the said Ashish Tibrawalla gifted his 1/8th undivided share in the said Larger Premises to his two sons namely (1) Suyash Tibrawalla and (2) Devansh Tibrawalla, in equal shares;

The share of the erstwhile owners in the said Larger Premises is as follows:

Name	Share
(1) Kesharshyam Constructions Private Limited:	1/2nd
(2) Pawan Kumar Gupta	: 1/12th
(3) Naveen Gupta	: 1/12th
(4) Abhishek Gupta	: 1/12th
(5) Manish Kumar Newar HUF	: 1/8th
(6) Suyash Tibrawalla	: 1/16th
(7) Devansh Tibrawalla	: 1/16th

- B. At the time of execution of the said Conveyance dated 14th August 2006, portions of the said Larger Premises were in occupation of two tenants namely Bathgate & Co. Ltd. and Pires's Private School (in short "the Erstwhile Tenants").
- C. The First Confirming Party therein (India Heritage Trust) had in the year 2006 instituted a Suit in the Court of the 2nd Civil Judge Junior Division at Alipore, being Title Suit No. 228 of 2006, claiming to have an agreement for purchase of the said Larger Premises, which suit was subsequently transferred to the Court of 1st Additional Civil Judge (Junior Division) at Alipore and renumbered as Title Suit No.73 of 2014. One Comfort India Limited was also making claims in respect of the said Larger Premises, which was duly settled as hereinafter recited.
- D. One Kanhaiyalal Gupta, was in occupation of a portion of the said Larger Premises and had instituted suits with regard thereto. The said Kanhaiyalal Gupta subsequently vacated and delivered possession of his occupied portion to the erstwhile owners and/or predecessors-in-interest on 21.12.2019 and all suits and proceeding were disposed of.
- E. On 21st August 2019, the said Erstwhile Tenants, Bathgate & Co. Ltd. and Pires's Private School (through Shalini Hingorani), the said Comfort India Limited and India Heritage Trust entered into an agreement with the then owners of the said Larger Premises being (1) Kesharshyam Constructions Private Limited, (2) Pawan Kumar Gupta, (3) Naveen Gupta, (4) Abhishek Gupta, (5) Manish Kumar Newar HUF and (6) Ashish Tibrawalla (collectively called the Owners), wherein it was agreed that the Parties thereto would resolve sort out and amicably settle all the issues and disputes and all disputes and litigations would either be withdrawn by the said Bathgate & Co. Ltd., Pires's Private School, Comfort India Limited and India Heritage Trust or be allowed to be decreed on compromise and they confirmed that no other dispute or proceeding was pending in any forum.

Simultaneously with the execution of the said Agreement 21st August 2019, the said Bathgate & Co. Ltd. and Pires's Private School surrendered their respective tenancies and handed over vacant and peaceful possession thereof to the erstwhile owners;

Further, under the said Agreement dated 21st August 2019, it was *inter alia* agreed as follows:

- a) With the approval of the Second Parties thereto namely said Bathgate & Co. Ltd., Pires's Private School, Comfort India Limited and India Heritage Trust, the Owners had appointed a developer namely Wellside Properties Pvt. Ltd. for constructing and erecting a residential cum commercial project at the said Larger Premises;
 - b) The Second Parties thereto namely said Bathgate & Co. Ltd., Pires's Private School, Comfort India Limited and India Heritage Trust had inter se agreed that the benefit of the said agreement would be received by them through India Heritage Trust and thus requested the Owners to exclusively deal with the said India Heritage Trust in respect of the said Larger Premises for and on behalf of and for the benefit of the Second Parties. Accordingly, it was agreed between the Owners and India Heritage Trust that upon the said Larger Premises being developed by the developer appointed as therein mentioned, as consideration for the said surrender of tenancies and withdrawal of the litigations mentioned therein by the Second Parties in favour of the Owners, the Owners would pay to India Heritage Trust the net sale revenue of the saleable space for an area of 8000 Square Feet be the same a little more or less, inclusive of proportionate share in the common areas and two numbers of car parking spaces thereto in the proposed project on the said Larger Premises;
 - c) The Second Parties thereto did and each of them did thereby confirm and assure the Owners thereto that they would not claim any other sum or make any other claim of any nature whatsoever in respect of the said Larger Premises in future;
 - d) The Second Parties thereto did thereby confirm and assure the Owners thereto that the consideration agreed therein for withdrawing and/or settling the Suits therein mentioned on compromise was just and proper and they would not have any further claim or demand either monetary or of any kind of whatsoever nature against the Owners in future;
 - e) India Heritage Trust did thereby agree to keep the Owners safe, harmless and indemnified from and against all actions, suits, loss, costs, charges, expenses, claims and demands whatsoever which may arise in future from the Second Parties thereto or in respect of the litigations which were then pending in respect of the said Larger Premises;
 - e) If the Developer failed to complete the construction of the Project within the specified period, i.e. 4 (years) years from the date of commencement of the construction subject however to force majeure, in such event the Owners would be liable to transfer 40% (forty per cent) of the undivided share in the said Larger Premises unto and in favour of India Heritage Trust for and on behalf of the Second Parties thereto. The stamp duty, registration charges and all other costs and expenses for transferring the said undivided 40% share in the said Larger Premises would be paid, borne and discharged by India Heritage Trust.
- F. Subsequently, the said Title Suit No.73 of 2014 was decreed on compromise on 24th December 2019 on the basis of the Agreement of Compromise dated 8th November 2019 made between the said India Heritage Trust as the Party of the First Part and the then owners of the said Larger Premises namely (1) Ashish Tibrawalla, (2) Kesharshyam Constructions Private Limited, (3) Pawan Kumar

Gupta, (4) Naveen Gupta, (5) Abhishek Gupta and (6) Manish Kumar Newar HUF as the Owners of the Second Part.

Under the said Agreement of Compromise dated 8th November 2019, it was *inter alia* agreed as follows:

- a) The Parties thereto agreed on the development of the said Larger Premises through a developer to be appointed by the said Owners;
 - b) As consideration for withdrawal of the said Suit, the said Owners would, out of their allocation, pay to India Heritage Trust the net sale revenue of the saleable space for an area of 8000 Square Feet and proportionate share in car parking spaces in the proposed project at the said Larger Premises and India Heritage Trust would not make any other claim or demand;
 - c) India Heritage Trust would keep the said Owners saved, harmless and indemnified from and against all actions, suits, loss, costs, charges, expenses, claims and demands whatsoever which may arise in future from it, and other parties namely, Bathgate & Co. Ltd., Pires Private School, Comfort India Ltd., and other related entities of whatsoever nature or in respect of any other litigations which were then pending in respect of the said Larger Premises filed by parties named above and others and further confirmed and assured that if in future any claim or demand was received from the Owners then it would make good the same.
- G. The development of the said Larger Premises having failed to take place, India Heritage Trust and the said Owners arrived at an arrangement and agreed that in lieu and instead of the entitlement / receivables of India Heritage Trust under the said Agreement of Compromise dated 8th November 2019 and the said Agreement 21st August 2019, it was agreed that the said Owners shall sell and transfer the said Larger Premises, with the said Owners entitled to 60% of the consideration and the India Heritage Trust entitled to 40% of the consideration, which 40% of the consideration shall be in full and final settlement and satisfaction of all entitlements claims and demands of India Heritage Trust under the said Agreement of Compromise dated 8th November 2019 and the said Agreement 21st August 2019 and shall also include all claims and demands of the said Bathgate & Co. Ltd., Pires Private School, Comfort India Ltd., and other related entities of whatsoever nature; and India Heritage Trust shall continue to be liable and responsible to keep the said Owners safe, harmless and indemnified from and against all actions, suits, loss, costs, charges, expenses, claims and demands whatsoever which may arise in future from it, and other parties namely, Bathgate & Co. Ltd., Pires Private School, Comfort India Ltd., and other related entities of whatsoever nature or in respect of any other litigations pending in respect of the said Larger Premises filed by parties named above and others and further confirms and assures that if in future any claim or demand was received from the said Owners then it would make good the same.
- H. By virtue of the Indenture of Conveyance dated the 15th March, 2024 registered in the office of the DSR-III, South 24 Parganas in Book No.I, Volume No.1603-2024, Pages 116546 to 116581, Being No.160304766 for the year 2024 made between (1) Kesharshyam Constructions Private Limited (2) Pawan Kumar Gupta (3) Naveen Gupta (4) Abhishek Gupta (5) Manish Kumar Newar Huf (6) Suyash Tibrawalla and (7) Devansh Tibrawalla as the Vendors, the Owners herein as the Purchasers, India Heritage Trust as the First Confirming Party and (1) (Smt.) Charulata Newar, (2) Avneesh Newar and (3) Yashas Newaras the Second Confirming Parties, the Land Owners herein became seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owners to the said **Larger Premises**, being **ALL THAT** the piece and parcel of land containing an area of **15 Cottahs 13 Chittacks** more or less, together with structures standing thereon or on the part thereof, situate lying at and being Municipal Premises No.62/11, Ballygunge Circular Road (formerly 8/1, Rainey Park), Police Station-Ballygunge, P.O. Ballygunge, Kolkata – 700 019, more fully

described in the Schedule thereunder written, free from all encumbrances whatsoever.

- I. A portion of the said Larger Premises measuring _____ Cottahs has been gifted to the Kolkata Municipal Corporation for road widening and development and to be used by the public at large by a Deed of Gift dated _____ made between _____ and _____ and registered with the _____ in _____, and consequent to such gift the area of the said Premises No.62/11, Ballygunge Circular Road(formerly 8/1, Rainey Park), Police Station-Ballygunge, P.O. Ballygunge, Kolkata - 700 019, Borough-VIII, under Ward No.069, within the limits of The Kolkata Municipal Corporation stood at _____ Cottahs and the same is fully described in the **First Schedule** hereunder written and hereinafter for the sake of brevity called "the **said Premises**".

Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the Real Estate(Regulation and Development) Act, 2016 (ActNo.XVIof 2016).
- ii) **RULES** shall mean the West Bengal Real Estate(Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PREMISES** shall mean **All That**piece and parcel of land containing an area of __ Cottahs __ Chittacks (equivalent to 714.692 sq. mtrs.) more or less situate lying at and being Municipal Premises No.62/11, Ballygunge Circular Road (formerly 8/1, Rainey Park), Police Station-Ballygunge, P.O. Ballygunge, Kolkata – 700 019, Borough-VIII, under Ward No.069, within the Kolkata Municipal Corporation(fully described in the **First Schedule**).
- iv) **PROJECT AND/OR BUILDING/S AND/OR NEW BUILDING/S AND/OR TOWER**shall mean and include the New ResidentialBuildingnamed " _____ ", constructed by the Promoter at the said Premises, having a Ground Floor and 16 (Sixteen) Upper Floors already sanctioned,containing several independent and self-contained Flats/ Apartments and/or Units and/or parking spaces and other constructed areas, with liberty to the Promoter to modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same.The Allottee is aware that the Promoter may undertake construction of the Project in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed.
- v) **ALLOTTEES / UNIT-HOLDERS / CO-OWENRS** according to the context shall mean all the allottees / buyers who from time to time have purchased orhave agreed to purchase either from the Promoter or the Land Owners and taken possession of any Apartment / Unit in the Said Premises.
- vi) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises.

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Apartment / Unit, exclusive greens / gardens attached to any particular Apartment / Unit, all Parking Spaces and other open and covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter and the Owners shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.
- vii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.
- viii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Apartment / Unit

Holder / Allottee in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Apartment / Unit Holder / Allottee and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- ix) **UNITS** shall mean the independent and self-contained flats / apartments and/or Units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) at the said Premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / servant quarter(s) / store room(s) and/or Parking right(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Units and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto, which Common Areas and Installations are to be transferred to the Association as mandated by law.
- x) **PARKING SPACES** shall mean garages and/or closed parking spaces and/or covered parking spaces and/or mechanical parking spaces in or portions of the Buildings at the Premises, Basement, if any and also the open parking spaces in the open compound at the said Premises, and also the Multi-Level and Mechanical Car Parkings and parking areas covered by shed / canopy / glass cover / awning or any other form of cover, as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles.
- xi) **CARPET AREA** according to the context shall mean the net usable floor area of any Apartment / Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment / Unit;
- xii) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Project (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Apartment / Unit).
- xiii) **CHARGEABLE / MAINTENANCE CHARGEABLE AREA/ SUPER BUILT-UP AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Apartment / Unit **AND** shall include the proportionate share of the areas of the common areas in the Project and the Premises, attributable to such Apartment / Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Chargeable / Maintenance Chargeable Area / Super Built-up Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Apartment / Unit agreed to be purchased by the Allottee.
- xiv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Built-up Area of the said Apartment / Unit may bear to the Built-up Area of all the Units in the Said Premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Apartment / Unit).

- xv) **SAID APARTMENT / UNIT** shall mean **the Residential Flat / Apartment bearing UnitNo.**_____ on the _____ floor of the Building constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE and wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Apartment / Unit **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated**SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated**SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated**SECOND SCHEDULE.**
- xvi) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated _____ and _____ registered with the _____, Kolkatain Book-I, Volume No. _____, Pages _____ to _____ Being No. _____ for the year _____ whereby the Land Owners appointed the Promoter as the developer of the said Premises;
- xvii) **ASSOCIATION** shall mean any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association and till such time the Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xix) **PLAN** shall mean the plan for the time being sanctioned by the _____ vide Building Permit No. _____ dated _____, for construction of the Building/s at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter.
- The Allottee also agrees and consents to the fact that in case at any time additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.
- xx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER.**
- xxii) The expression **ALLOTTEE** shall be deemed to mean and include:

- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
- (b) In case the Allottee be a Hindu Undivided Family, then its members / coparceners for the time being their respective heirs legal representatives executors and administrators;
- (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Projectand in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association, as the case may be;
 - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building 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 their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
 - (d) to use their respective Flats / Apartments only for private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained;
 - (e) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
 - (f) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
 - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
 - (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
 - (i) not to claim any right title or interest whatsoever or howsoever over any unit or portion in the Projectsave their respective units.
 - (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Apartment / Unit.
 - (k) 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 said Premises or may cause any increase in the premia payable in respect thereof.

- (l) not to alter the outer elevation of the Building or the Project or any part thereof nor decorate the exterior thereof otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages, common shaft or duct or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (n) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (o) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment / Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units 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 their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Apartments / Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Apartments / Units to any other allottee of Apartment / Unit in the Building and none else.
- (q) In case any Open Terrace be attached to any Apartment / Unit, then the same shall be a property / right (as applicable) appurtenant to such Apartment / Unit and the right of use and enjoyment thereof shall always travel with such Apartment / Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Apartment / Unit owned by such Allottee in the said Project);
 - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas*, etc.;
 - iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building.
- (r) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;

- (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Apartment / Unit, to any person, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Apartments / Units to any other owner of Apartment / Unit in the Building / Project and none else;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
 - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the parking spaces in the said Project and the said Premises.
 - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter, the Land Owners and the Maintenance In-Charge with regard thereto.
- (s) In the event any Allottee has been allotted any store room, whether jointly with the Apartment / Unit or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such store room only for the purpose of storage and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person(other than the co-owners/ occupiers in the Building / Project)such store room or allow or permit any one to use such store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such store room, independent of his Apartment / Unit;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Associationwith regard to the user and maintenance of the store room.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room and shall indemnify and keep saved harmless and indemnified the Land Owners, the Promoter and the Associationwith regard thereto.

- (t) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their respective units.
- (u) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (v) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (w) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas*, etc.
- (x) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the Project including those under the West Bengal Fire Service Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- (y) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Municipal Authority, Kolkata Metropolitan Development Authority, CESC Limited / WBSEDCL, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter, the Land Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.
- (z) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- (aa) not to fix or install air conditioners in their respective Apartments / Units save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent

to Rs. _____ per sq. ft., of the Carpet Area of such Allottee's Apartment / Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Apartments / Units approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Apartments / Units.

- (bb) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Apartment / Unit which in the opinion of the Promoter or the Association differs from the colour scheme of the Building or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the Building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs. _____ per sq. ft. of the Carpet Area of such Allottee's Apartment / Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or the Association, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Apartment / Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (cc) not to make in the Apartment / Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable for costs and consequences thereof, under civil criminal municipal and other laws, and shall indemnify the Promoter and the Land Owners for all losses damages costs claims expenses dues charges demands actions consequences and proceedings suffered or incurred by the Promoter or the Land Owners or any of them.
- (dd) to bear and pay and discharge exclusively the following expenses and outgoings, with effect from the Deemed Date of Possession / Date of Commencement of Liability (as defined in the Sale Agreement):-
- i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to Municipal / Concerned Authority Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the authority proportionate share of all such rates and taxes assessed on the Premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Land Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Association shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate (calculated after factoring in the Distribution losses) at which the

Maintenance In-charge shall be liable to pay the same to CESC Limited.

- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Apartment / Unit-Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs._____ per square foot per month of the Maintenance Chargeable/ Super Built-up Area of their respective units, with the Maintenance Chargeable / Super Built-up Area of the said Apartment / Unit being _____ Square Feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter / Maintenance In-charge / Association at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).
- (ee) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Ownersand/or the Association from time to time for the common purposes.
- (ff) the Allottee is aware that the Promoter has undertaken the construction of the said Project by following the norms and practices applicable to Green Buildings and the said Project has been granted pre-certified _____rating by Indian Green Building Council (IGBC). The Allottee shall remain bound to abide by the practices, norms, guidelines for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Project. The Allottee shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA /Pollution Control Board in relation to the operation and maintenance (O&M) of the common facilities viz. STP, Solid Waste System, Solar Street Lights etc., within the Project are duly and regularly observed, fulfilled and abided by the Allottee and the Association. Without prejudice to the above, the Allottee shall observe fulfill and comply with the following norms guidelines and conditions:
 - (i) If the Allottee installs any air conditioning machine in his apartment then it will be mandatory for him to use Non-CFC based AC units.
 - (ii) The Allottee shall compulsorily install the exhaust fan to use below mentioned rating fan unit for the said Apartment/ Unit:

Location	Floor Area	Minimum Airflow
Kitchen	_____	_____
Bathroom	_____	_____
_____	_____	_____
_____	_____	_____

- (iii) The Allottee shall compulsorily use the below mentioned paint over Putty or Gypsum in the said Apartment / Unit:

Type of Material	VOC Limit (g/L less water)
Paints:	
Non-flat (Glossy paints)	_____
Flat (Mat) paints	_____
Anti-corrosive/ anti-rust paints	_____
Varnish	_____
Adhesives	
Glazing adhesives	_____
Tile adhesives	_____
Wood adhesives	_____
Wood flooring adhesives	_____

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Apartment / Unit or in the letterbox earmarked for the said Apartment / Unit.
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity to the said Apartment / Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Apartment / Unit;
 - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Apartment / Unit.
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.
5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the

Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.