

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

82AB 296391

DEED OF ASSIGNMENT

1. Date:
2. Place: Kolkata
3. Parties:

**3.1 Shrachi Realty Private Limited**, a Company incorporated under the Companies Act, 2013 and having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station: Anandapur, Post Office: Madurdaha Kolkata: 700107, having Income Tax Permanent Account No. AALCS1558D, represented by its authorized signatory \_\_\_\_\_ (PAN \_\_\_\_\_), son/daughter/wife of \_\_\_\_\_, working for gain at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station- Anandapur, Post Office -Madurdaha, Kolkata - 700 107, hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors, successor-in-interest and assigns) of the **ONE PART**

**AND**

**3.2** (1) \_\_\_\_\_ [PAN\_\_\_\_\_], son of Mr. \_\_\_\_\_, by occupation \_\_\_\_\_ and (2) Mrs. \_\_\_\_\_[PAN\_\_\_\_\_], Daughter/Wife of Mr. \_\_\_\_\_, by occupation \_\_\_\_\_, both by faith Hindu, both by Nationality Indian, both residing at \_\_\_\_\_, P.S \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata-\_\_\_\_\_, hereinafter collectively referred to as the **"Assignee/Transferee"** (which term or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successors-in-interest and assigns in case of company; which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives, assigns, nominee or nominees in case of individual; which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assigns in case of partnership firm; and in case of an HUF, member or members for the time being of the said Hindu Undivided Family and their respective heirs, executors, legal representatives and assigns) of the **OTHER PART**.

The Promoter and the Transferee shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.



**NOW THIS DEED WITNESSES as follows:**

## 4. Subject Matter of Deed of Assignment

4.1 **Said Unit:** Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, corresponding built up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and super built up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less in Tower no. \_\_\_\_\_ being morefully described in Schedule D below and the layout of the unit is delineated in **Red** colour on the Plan annexed hereto, of the Building name Olivia Garden (Said Building/Project) registered under the provisions of the Real Estate (Regulation and Development) Act, (Act) and the West Bengal Real Estate (Regulation and Development) Rules, 2021 (Rules) with the West Bengal Real Estate Regulatory Authority (Authority) at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_, constructed in the First Phase on All That piece and parcel of land containing an area of 0.2375 Acres more or less out of the Project Land situated lying at and Mouza: Chaitanyapujarichak, J.L. No. 162 District: Purba Medinipur, within Ward No. 21 of the Haldia Municipality (Municipality), Police Station Bhabanipur, Additional District Registration Office Sutamata hereinafter referred to as the "**Phase I Project Land**" and morefully described in **Schedule C** below.

4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Building as be attributable and appurtenant to the Said Unit (Land Share). The Land Share has been derived by taking into consideration the proportion which the area of the Said Unit bears to the total area of the Said Building, i.e. the **Project**.

4.3 **Said Parking Space:** The right to park in the parking space/s described in Schedule C below (Said Parking Space), if any.

4.4 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Project/ Whole Project being described in Schedule E below (Common Areas).

4.5 **Said Unit And Appurtenances:** The subject matter of this Indenture are 4.1, 4.2, 4.3 and 4.4 above, being the Said Unit, the Said Parking Space (if any), the Share In Common Areas and the Land Share, respectively which are collectively described in Schedule D below (collectively Said Unit And Appurtenances).

## 5. **Background**

5.1 **Leasehold Rights to Larger Premises:** The Promoter is entitled to land measuring 6 (six) Acres more or less, situate and lying at Mouza: Chaitanyapujarichak, J.L. No. 162 under Police Station Bhabanipur, District: Purba Medinipur, hereinafter referred to as the "**Larger Premises**", which is morefully described in Schedule A below. By an Indenture of Lease dated 3<sup>rd</sup> March, 2011 duly registered in the Office of the Additional District Sub-Registrar, Satahata and recorded in Book No. I, CD Volume No. 4, Pages 3226 to 3246, being No. 01253 for the year 2011, hereinafter referred to as the "**Head Lease**", Haldia Municipality (Municipality) had granted lease of the Larger Premises to Shrachhi Realty Private Limited (the Lessee therein and the Promoter herein) for a period of 90 (ninety) years with a right of renewal as mentioned therein and with right of construction and assignment, sub-lease and/or transfer.

5.1.1 The Promoter had caused conversion of the Larger Premises (save and except R.S. and L.R. Dag Nos. 6) into Commercial Bastu in favour of the Municipality vide order no. 3150 dated 07.12.2018 issued by the District Land and Land Reforms Officer, Purba Medinipur: Tamluk, Government of West Bengal.

**5.2 Project Land:** The Promoter had decided to commercially exploit the Larger Premises in Phase Wise manner and accordingly undertaken the development of All That piece and parcel of land containing an area of 2.03 Acres more or less out of the Larger Premises situated lying at and Mouza: Chaitanyapujarichak, J.L. No. 162 under Police Station Bhabanipur, District: Purba Medinipur hereinafter referred to as the "**Project Land**" morefully described in Schedule B below;

**5.3 Phase I Project Land:** All That piece and parcel of land containing an area of 0.2375 Acres more or less out of the Project Land situated lying at and Mouza: Chaitanyapujarichak, J.L. No. 162 under Police Station Bhabanipur, District: Purba Medinipur hereinafter referred to as the "**Phase I Project Land**" morefully described in **Schedule C** below;

**5.3.1 The Phase I Project Land** is earmarked for the purpose of building a residential project inter-alia comprising of the Said Building consisting of various flats, apartments, covered spaces, car parking spaces (if any) and other transferable spaces therein (collectively Units). (i) The development of the project inter alia consists of (i) Ground + Eighteen (G+18) storied Building developed in the First Phase of the Project (as defined in Clause 5.10.1 (iii) below) and registered with the Authority, under the provisions of the Act, the Rules, and the Regulations, and other rules, regulations, circulars and rulings issued thereunder from time to time and (ii) Future horizontal and vertical exploitation of the Larger Premises which shall be developed by the Promoter at its sole discretion in phase wise manner.

**5.4 Intimation to Municipality and Sanction of Plans:** The Promoter duly intimated the Municipality about the commencement of construction of the Project vide its letter dated \_\_\_\_ 2024. The Promoter got a building plan sanctioned from the Municipality vide Building Permit no. SWS-



OBPAS/1703/2024/0039 dated 02.09.2024 for construction of the Said Building on the Phase I Project Land (Sanctioned Plan, which shall include all modifications made thereto, if any, from time to time) and obtained the layout plan, specifications and approvals for the Project (including for the Said Unit and the Said Building from the concerned authority).

**5.5 Registration under the Act:** The Promoter has registered the Project under the provisions of the Act with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.

**5.6 Announcement of Transfer:** The Promoter announced transfer and assignment of leasehold rights of Units and parking spaces to prospective assignees (Assignees).

**5.7 Application and Allotment to Assignee:** The Assignee, intending to be a Assignee, upon full satisfaction of the Promoter's title and authority to enter into this assignment, applied for transfer and assignment of the Said Unit And Appurtenances and the Promoter by its letter dated \_\_\_\_\_ (Allotment Letter) has allotted the same to the Assignee, who in due course entered into an agreement for assignment dated \_\_\_\_ \_\_\_\_, 20\_\_ registered at the office of the \_\_\_\_\_ and recorded in Book No. 1, Volume No. \_\_\_\_\_, Pages \_\_\_\_\_ to \_\_\_\_\_, being no. \_\_\_\_\_ for the year \_\_\_\_\_ (Said Agreement) for assignment and transfer of the Said Unit And Appurtenances, on the terms and conditions contained therein.

**5.8 Construction of Said Building:** The Promoter has completed construction of the Said Building. The Promoter has obtained partial occupancy/completion certificate of the Said Building including the said Unit on \_\_\_\_ \_\_\_\_, 20\_\_ vide \_\_\_\_ No. \_\_\_\_\_.

5.9 **Indenture to Assignee:** In furtherance of the above, the Promoter is completing assignment and transfer of the Said Unit And Appurtenances in favour of the Assignee, by these presents, on the terms and conditions contained herein.

5.10 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Assignee confirms that the Assignee has accepted and agreed that the following are and shall be the conditions precedent to this Deed.

5.10.1 **Understanding by Assignee:** The undertaking and covenant of the Assignee that the Assignee has understood and accepted the under mentioned scheme of development as disclosed by the Promoter:

i) The Promoter has got leasehold interest in the Larger Premises/Project Land/Phase I Project Land and hence land shares therein (such as the Land Share) shall be assigned and transferred for the unexpired period out of the total period of 90 (ninety) years for which the Head Lease Deed (mentioned herein above) was granted, together with right of renewal as mentioned therein.

ii) **Whole Project:** The Promoter has decided to commercially exploit the Larger Premises in Phase Wise manner by constructing various Buildings consisting of various flats, apartments, office spaces, shops, showrooms, covered spaces, parking spaces (if any) and other transferable spaces therein (collectively Units), (hereinafter referred to as "the Whole Project").

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 co-owners of adjoining properties on such terms as be agreed by and between the Promoter and the owners of such adjoining properties. In such event, such additional land added on to the Larger 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 Assignee in the common areas facilities and amenities may stand varied owing to such additional land / development and the Assignee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Assignee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Assignee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Assignee 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.

iii) **Project:** The Promoter undertook the development of the Phase I Project Land and constructed a new residential building named "Olivia Garden" presently consisting of a Ground and Eighteen Upper Floors containing several independent and self contained flats, parking spaces and other constructed areas;

iv) **Common Areas:** The Common Areas that may be usable by the Assignee and other Assignee/s in the Project on a non-exclusive basis are listed in Schedule E below. In regard to the Common Areas, the Assignee hereby understands, confirms and accepts all areas, amenities and facilities specifically mentioned in Schedule E below.

Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to all future horizontal and vertical exploitation of the Larger Premises lawfully in phase wise manner 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 Larger Premises/Project Land/Phase I Project Land 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 tenantable and to use, enjoy, hold and/or assign 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 Assignee's share in the land comprised in the Larger Premises/Project Land/Phase I Project Land and also in the Common Areas Amenities and Facilities shall also stand reduced owing to such construction but the Assignee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Assignee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Assignee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Assignee 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.

v) Under the Head Lease Deed, the Municipality has right to, inter alia, renew the lease of the Larger Premises in favour of the Promoter for a further period of 90 (ninety) years on such terms and conditions as may be agreed between the Municipality and Promoter under the Head Lease Deed (Head Lessor), if so opted to be renewed by the Municipality on the expiry of the lease of the Larger Premises. In this regard, it is expressly stated and made clear that it shall be the duty and obligation of the Promoter to exercise the aforesaid option subject to all Assignees of Units (including the Promoter for the Units not assigned and transferred by them and also the Assignee herein) making proportionate and timely payment of the entire cost of such renewal that may be payable to the Head Lessor as well as the entire cost of stamp duty, registration fees and other expenses payable at the material time therefor (jointly referred to as Costs of Renewal).

5.10.2 **Satisfaction of Assignee:** The undertaking of the Assignee to the Promoter that the Assignee is acquainted with, fully aware of and thoroughly satisfied about the title of the Promoter, right and entitlement of the Promoter in the Larger Premises/Project Land/ Phase I Project Land, the sanctioned plans, all background papers, the right of the Promoter to assign and transfer and the extent of the rights being granted in favour of the Assignee and the negative covenants mentioned above and/or elsewhere in this Deed and the Assignee hereby accepts the same and shall not raise any objection with regard thereto.

5.10.3 **Rights Confined to Said Unit And Appurtenances:** The undertaking of the Assignee to the Promoter that the right, title and interest of the Assignee are confined only to the Said Unit And Appurtenances and the Promoter is entitled to deal with and dispose off all other portions of the Larger Premises/Project Land/ Phase I Project Land and the Said Building to third parties at its respective sole discretion, which the Assignee hereby accepts and to which the Assignee, under no circumstances, shall be entitled to raise any objection.

## 6. **Assignment and Transfer**

6.1 **Hereby Made:** The Promoter hereby assigns and transfer to and unto the Assignee for the residue unexpired term of the Head Lease with right to renew the same in terms of the Head Lease, the Said Unit And Appurtenances, described in Schedule D below, being:

6.1.1 **Said Unit:** The Said Unit, being Apartment No. \_\_\_\_\_, on the \_\_\_\_ Floor, having carpet area of \_\_\_\_ (\_\_\_\_\_) square feet, more or less, corresponding built up area of \_\_\_\_ (\_\_\_\_\_) square feet, more or less and super built up area of \_\_\_\_ (\_\_\_\_\_) square feet, more or less in Tower no. \_\_\_\_\_ being morefully described in Schedule D below and the layout of the unit is delineated in **Red** colour on the Plan annexed hereto in the Said Building named Olivia Garden,

registered under the provisions of the Act and the Rules with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_, the Project is constructed on the Phase I Project Land measuring 0.2375 Acres more or less out of the Project Land situated lying at and Mouza: Chaitanyapujarichak, J.L. No. 162 District: Purba Medinipur, within Ward No. 21 of the Haldia Municipality, Police Station Bhabanipur, Additional District Registration Office Sutahata.

**6.1.2 Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building as be attributable and appurtenant to the Said Unit. The Land Share has been derived by taking into consideration the proportion which the area of the Said Unit bears to the total area of the Said Building, i.e. the **Project**.

**6.1.3 Said Parking Space:** The Parking Space, being the right to park in the parking space/s described in Schedule D below, if any.

**6.1.4 Share In Common Areas:** The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Whole Project/Project being described in Schedule E below.

## **7. Consideration and Payment**

**7.1 Consideration:** The aforesaid assignment and transfer of the Said Unit And Appurtenances is being made by the Promoter in consideration of a sum of Rs. \_\_\_\_\_/- (Rupees: \_\_\_\_\_), paid by the Assignee to the Promoter and the receipt of which consideration the Promoter hereby and by the Memo and Receipt of Consideration below, admits and acknowledges.

## **8. Terms of Assignment**

**8.1 Title, Sanctioned Plans and Construction:** The Assignee has examined or caused to be examined the following and the Assignee is fully satisfied about the



same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (a) The right, title, interest and authority of the Promoter in respect of the Larger Premises/Project Land/ Phase I Project Land, the Said Building and the Said Unit And Appurtenances;
- (b) The plans sanctioned by the Municipality;
- (c) The construction and completion of the Said Building, the Common Areas, the Said Unit and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 **Measurement:** The Assignee has measured the area of the Said Unit and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 **Salient Terms:** The Assignment and transfer of the Said Unit And Appurtenances being effected by this Deed is for the residue unexpired term of the Head Lease with right to renew the same in terms of the Head Lease and the terms thereto specified hereinabove, free from all encumbrances, subject to leasehold right, of any and every nature whatsoever including but not limited to lis pendens, attachments, liens, charges, mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions together with proportionate leasehold interest, benefit of user and enjoyment of the Common Areas described in the Schedule E below, in common with the other co-assignees of the Said Building, including the Promoter (if the Promoter retains any Unit in the Said Building).

8.4 **Subject to:**

**8.4.1 Payment of Rates & Taxes:** the Assignee regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively Rates & Taxes), as be assessed for the Said Unit And Appurtenances.

**8.4.2 Payment of Maintenance Charge:** the Assignee regularly and punctually paying proportionate share (Maintenance Charge) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in Schedule G below (collectively Common Expenses/Maintenance Charge).

**8.4.3 Observance of Covenants:** the Assignee observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants), described in the Schedule F below.

**8.4.4 Indemnification by Assignee:** indemnification by the Assignee about the Assignee faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Assignee hereunder. The Assignee agrees to keep indemnified the Promoter and/or its successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Promoter and/or its successors-in-interest by reason of any default of the Assignee.

**8.4.5 Renewal:** Under the Head Lease Deed, the Municipality has the right to, inter alia, renew the lease of the Larger Premises in favour of Promoter for a further period of 90 (ninety) years on such terms and conditions as may be agreed between the Promoter and Municipality under the Head Lease Deed (Head Lessor), if so opted to be renewed by the Municipality before the expiry of the lease of the larger Premises. In this regard, it is expressly stated and made clear that it shall be the duty and obligation of the Promoter to exercise the aforesaid option and the terms

of such renewal of lease shall be as determined by the Municipality and the Promoter (Terms Of Renewal) and the Terms Of Renewal shall be binding on all Assignees of Units of the Said Building (including the Promoter for the Units not assigned/sub-leased by it and also the Assignee herein). In this regard it is clarified that (1) the Promoter, after determining the Terms Of Renewal, shall ascertain and thereafter inform all assignees of Units in writing of the entire cost of renewal payable to the Head Lessor for renewal of the Head Lease as well as the entire cost of stamp duty, registration fees and other expenses payable at the material time therefor (collectively Costs of Renewal) (2) within 30 (thirty) days from the date of the aforesaid written intimation sent by the Promoter or within such other period as may be mentioned by the Promoter in the said written intimation, all assignees of Units shall be liable and obligated to pay their proportionate share of the Costs Of Renewal to the Promoter/Association and (3) subject to timely receipt of the Costs Of Renewal in its entirety, the Association shall, with all required cooperation/assistance of the Promoter (which the Promoter hereby agrees to provide), take all necessary steps to obtain renewal of the Head Lease in favour of the Promoter and (4) in case and for any reason whatsoever, the lease of the Larger Premises is not renewed in favour of the Promoter within \_\_\_\_\_, then and in such event, the Association/Assignees/Sub-Lessees shall be entitled to directly approach the Head Lessor for renewal of the Head Lease in favour of the Association/Assignees/Sub-Lessees and (5) upon renewal of the Head Lease, subject to payment of the proportionate Cost of Renewal, the Assignee shall automatically become entitled to enjoy the said Unit and Appurtenances for the renewed period. It is clarified that those assignees of Units (including the Promoter for the Units not assigned/sub-leased by it and the Assignee herein) who do not pay their proportionate share of the Costs of Renewal shall be deemed to have been not interested to renew their respective assignments and to have breached the



terms of their respective assignments and consequently shall become liable to be evicted from the Larger Premises on expiry of the Head Lease Deed on \_\_\_\_\_.

9. **Possession**

9.1 **Delivery of Possession:** Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Unit And Appurtenances has been handed over by the Promoter to the Assignee, which the Assignee admits, acknowledges and accepts.

10. **Outgoings**

10.1 **Payment of Outgoings:** All municipal taxes on the Said Unit And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Unit And Appurtenances to the Assignee (Date Of Possession), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter and all liabilities, outgoings, charges, taxes and levies relating to the Said Unit And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Assignee.

11. **Holding Possession**

11.1 **Assignee Entitled:** The Promoter hereby covenants that the Assignee shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Unit And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby demised or expressed or intended so to be unto and to the Assignee, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Promoter or any person lawfully equitably claiming any right or estate therein from, under or in trust from the Promoter.

**12. Further Acts**

12.1 **Promoter to do:** The Promoter hereby covenants that the Promoter or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Assignee and/or successors, successors-in-interest of the Assignee, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Assignee to the Said Unit And Appurtenances.

**13. Defect Liability:**

13.1 The Promoter shall rectify all reasonable construction related defects in the Unit, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar years from the date of partial occupancy/completion certificate issued by the concerned authority.

13.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Assignee and/or any other Assignee in the Project/Whole Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs/redecoration/any other work undertaken by the Assignee and/or any other Assignee/person in the Project/Whole Project. The Assignee is/are aware that any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Assignee and/or the association of Assignees shall have no claim(s) of whatsoever nature against the Promoter in this regard.

13.3 It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Assignee or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.

13.4 Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Assignee ends before the defect liability period and such warranties are covered under the maintenance of the project and if the annual maintenance contracts are not done/renewed by the Promoter, the Promoter shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Units and the Common Areas wherever applicable. It is expressly agreed that before any liability of defect is claimed by or on behalf of Assignee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

#### 14. **General**

14.1 **Conclusion of Contract:** The Parties have concluded the contract of Indenture in respect of the Said Unit And Appurtenances by this Deed after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence,



any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14.2 **Over Riding Effect:** It is clarified that this Indenture shall supersede and/or shall have over riding effect on the said agreement and/or transfer and/or any other documents executed prior to the date of this Indenture.

## 15. Interpretation

15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

15.2 **Headings:** The headings in this Indenture are inserted for convenience only and shall be ignored in construing the provisions of this Indenture.

15.3 **Definitions:** Words and phrases have been defined in the Indenture by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

## 16. Club Usage:

16.1 The Promoter shall construct and develop a club building as an independent project on a portion of the land comprised in the Project Land/Larger Premises ("Club") and the Club shall not be considered as part of the development of the Building on the Phase I Project Land and shall not be treated in common with the other Common Areas facilities and amenities of the Project/Larger Premises.

16.2 The Club shall be excepted and reserved unto and to the Promoter and shall belong exclusively and absolutely to the Promoter and the Promoter shall have the

exclusive right to make construction, addition and/or alteration of any nature as permissible under the law thereon and to use, enjoy, hold, assign, grant, let out, sub-lease, transfer or otherwise part with the same in any manner, to any person or persons and on such terms and conditions as the Promoter may in its sole discretion think fit and proper and realise and appropriate all sale proceeds rents profits etc., without any objection or hindrance from Assignee.

16.3 The Assignee shall compulsorily become a member of the Club upon payment of Admission Charges and monthly usage charges of the club and shall be entitled to use and enjoy the club as per the applicable rules of the Club.

16.4 The Promoter may in its absolute discretion shall also be absolutely entitled to offer the membership of the Club to any person or persons outside the Project/Whole Project upon payment of the club charges as decided by the Promoter from time to time and such person or persons shall be entitled to use and enjoy the Club as per the applicable rules of the Club and the Assignee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto.

16.5 The members of the Club shall be entitled to use the common entry and exit gates of the Project/Whole Project and the Assignee shall not be entitled to raise any objection or dispute.

#### **SCHEDULE A**

##### **{Larger Premises}**

**ALL THAT** piece and parcel of land admeasuring **6 Acres** more or less, situate and lying at Mouza Chaitanyapujarichak, J.L. No. 162, recorded in L.R. Khatian No. 45 (in the name of Haldia Municipality) under Bhabanipur P.S. within Ward No. 21 of Haldia Municipality in the District: Purba Medinipur and comprised as follows:

Sl. No.	L.R. Plot No.	Area (Acres)
1.	3	0.08
2.	5	0.86
3.	6	0.20
4.	7	1.29
5.	8	1.32
6.	9	0.75
7.	10	0.84
8.	5/11	0.30
9.	9/12	0.36
	<b>Total</b>	<b>6.00</b>

The Larger Premises is butted and bounded as follows:

- On the North by: By Rabindra Najrul Sarani;  
 On the South by: By Mouza Ramgopalchak, J.L. No. 163 and Mouza Rayranchak J.L. No. 161;  
 On the East by: By remaining portion of Plot No. 8 and 10 and Mouza Ramgopalchak, J.L. No. 163 and Mouza Banbishnupur, J.L. No. 158;  
 On the West by: By remaining portion of Plot No. 3 and Mouza Rayranchak, J.L. No. 161;

#### SCHEDULE B

#### (PROJECT LAND)

**ALL THAT** piece and parcel of land admeasuring **2.03 Acres** more or less, situate and lying at and being Municipal Premises No. B239, Rabindra Nazrul Sarani, Mouza Chaitanyapujarichak, J.L. No. 162, recorded in L.R. Khatian No. 45 (in the name of Haldia Municipality) under Bhabanipur P.S. within Ward No. 21 of Haldia Municipality in the District: Purba Medinipur and comprised as follows:

Sl. No.	L.R. Plot No.	Area (Acres)
1.	3	0.08
2.	7	1.2896
3.	8	0.458
4.	10	0.2024
	<b>Total</b>	<b>2.03</b>

#### SCHEDULE C

#### (Phase I Project Land)



ALL THAT piece and parcel of land admeasuring **0.2375 Acres** more or less, situate and lying at and being Municipal Premises No. B239, Rabindra Nazrul Sarani, Mouza Chaitanyapujarichak, J.L. No. 162, comprised in L.R. Dag Nos. 7 and 8, recorded in L.R. Khatian No. 45 (in the name of Haldia Municipality) under Bhabanipur P.S. within Ward No. 21 of Haldia Municipality in the District: Purba Medinipur.

**SCHEDULE D**

**{Said Unit And Appurtenances}**

(a) The Said Unit, being Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, corresponding built up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and super built up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less in Tower no. \_\_\_\_\_ of the Building named Olivia Garden. The layout of the Said Unit is delineated in **Red** colour on the Plan annexed hereto.

(b) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Project described in Schedule E below, as be attributable and appurtenant to the Said Unit;

(c) The Said Parking Space, being the right to park \_\_\_ (\_\_\_) medium sized car in the \_\_\_\_\_ Car Parking space admeasuring \_\_\_ (\_\_\_\_\_) square feet, on the \_\_\_\_\_ Floor in the Said Project; and

(d) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Building, as be attributable and appurtenant to the Said Unit.

**SCHEDULE E**

**{Common Areas of the Project}**

1. Roof, Mumty room
2. Stair Case and its landings, Lobbies
3. Lift, Lobbies and Lift machine room (if any)

4. Overhead Water Tank and pipelines
5. Electrical wires, cables, in common areas, meter room
6. Driveways & Walkways
7. Outer Façade of the building.
8. Driveways & walk ways.
9. Underground Water Reservoir.
10. Pump Room.
11. Utility Room.(if any)
12. Borewell (if any)
13. Water Supply System.
14. DG Room/AMF panel room.
15. Electrical sub station. (if any)
16. Sewage system including pipelines/manholes.
17. Storm water drain; pipelines, inspection pits and chamber.
18. Electrical System
19. Water supply pipelines & system including but not limited to pumps/values etc.
20. Street Lights within the Zone
21. Cable Trenches
22. Entrance and Exit gates.

#### **SCHEDULE F**

##### **(Covenants)**

The Assignee covenants with the Promoter (which expression includes the body of unit Assignees of the Project/Whole Project under the West Bengal Apartment Ownership Act, 1972 ("Association"), wherever applicable) and admits and accepts that:

1. **Satisfaction of Assignee:** The Assignee is acquainted with, fully aware of and is thoroughly satisfied about the title, right and entitlement of the Promoter, the sanctioned plans, all the background papers, the right of the Promoter to enter into this Deed and the extent of the rights being granted in favour of the Assignee

and the negative covenants mentioned in this Deed and the Assignee hereby accepts the same and shall not raise any objection with regard thereto.

2. **Assignee Aware of and Satisfied with Common Areas:** The Assignee, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule E above) and all other ancillary matters, is entering into this Deed. The Assignee has examined and is acquainted with the project and has agreed that the Assignee shall neither have nor shall claim any right over any portion of the Said Building and/or the Assignee Project and/or the Whole Project save and except the Said Unit And Appurtenances.

3. **Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (Facility Manager). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Project/Said Building/Whole Project (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Assignee shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) in addition to the Common Expenses/Maintenance Charges, the Assignee shall be bound to pay the Facility Manager the proportionate share of the costs and expenses to obtain and keep valid policies for the purpose of insuring the Said Building and the Facility Manager shall collect and utilize the aforesaid amounts to keep the Said Building adequately insured (5) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Assignee and it shall be deemed that the Facility Manager is rendering the services to the Assignee for commercial considerations (6) the leasehold right of the Common Portions (subject to the terms of this Deed and the terms of the Head Lease Deed) shall vest in the Assignees of all Units of the Said



Building/Project/Whole Project, though the Association and the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager and (7) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the Assignee of the Project/Whole Project.

4. **Assignee to Mutate and Pay Rates & Taxes:** The Assignee shall (1) pay the Municipal Tax, surcharge, levies, cess etc. (collectively "Rates & Taxes") (proportionately for the Said Building and/or the Project and/or the Whole Project and wholly for the Said Unit And Appurtenances and until the Said Unit And Appurtenances is separately mutated and assessed in favour of the Assignee, on the basis of the bills to be raised by the Promoter/Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Assignee in respect thereof and(2) have mutation completed within 6 (six) months from the date hereof in the records of the Haldia Municipality. The Assignee further admits and accepts that the Assignee shall not claim any deduction or abatement in the bills of the Promoter/the Facility Manager or the Association (upon formation).

5. **Assignee to Pay Common Expenses/Maintenance Charges:** The Assignee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation, such bills being conclusive proof of the liability of the Assignee in respect thereof. The Assignee further admits and accepts that (1) the Assignee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation) /the apex body (upon formation). In

regard to the Common Expenses/Maintenance Charges it is clarified that notwithstanding anything contained in the Said Agreement (defined in Clause 5.7 above), including the Maintenance Charges for Common Areas specified in Clause 48 of the Said Agreement, the Assignee agrees and accepts that the CAM charges paid by the Assignee to the Promoter at and/or before the date of execution of this Deed (Maintenance Deposit) shall always be treated as Maintenance Deposit, which shall be held by the Promoter, as security for payment of Common Expenses/Maintenance Charges and in the event of any non-payment/default by the Assignee in paying the Common Expenses/Maintenance Charge, the Promoter shall be entitled to deduct from the Maintenance Deposit the amount in default. Immediately upon such deduction, the Assignee shall deposit with the Promoter an amount equivalent to such deduction so that the Maintenance Deposit remains intact at all times.

6. **Assignee to Pay Interest for Delay and/or Default:** The Assignee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Assignee shall pay interest @ \_\_\_% (\_\_\_ percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Assignee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Assignee and the Assignee shall be disallowed from using the Common Areas Of the Project/Whole Project Included Amenities.

7. **No Obstruction by Assignee to Further Construction:** Subject to compliance of the applicable laws, the Promoter shall be entitled to construct further floors on and above the top roof of the Said Building and/or make other constructions elsewhere on the project and/or Whole Project and the Assignee shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Assignee due to and arising out of the said construction/developmental activity. The Assignee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Assignee shall not raise any objection in any manner whatsoever with regard thereto.

8. **No Rights of or Obstruction by Assignee:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Agreement and the Promoter shall have right to assign/sub-lease and/or otherwise deal with and dispose off the same or any part thereof.

9. **Variable Nature of Land Share and Share In Common Portions:** The Assignee fully comprehends and accepts that (1) the Share In Common Areas is a notional proportion that the Said Unit bears to the currently proposed area of the Said Building/Project/Whole Project (2) if the area of the Said Building/Project/Whole Project is recomputed by the Promoter, then the Share In Common Areas shall vary accordingly and proportionately and the Assignee shall not question any variation (including diminution) therein (3) the Assignee shall not demand any refund of the Total Price paid by the Assignee on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Assignee shall accept (without



demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.

10. **Assignee to Participate in Formation of Association:** The Assignee admits and accepts that the Assignee together with the other Assignees in the Said Building/Project/Whole Project shall participate in formation of the Association and the Assignee shall become a member thereof. The Assignee shall bear and pay the proportionate expenses of running the Association and shall acquire and hold membership with voting rights and in this regard the Assignee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions of the Said Building and the project/whole project. Each Unit Assignee will be entitled to cast a vote irrespective of his/her/its size of Unit.

11. **Obligations of Assignee:** The Assignee shall

- (a) Carry out the terms embodied in this Deed as well as those in the Head Lease and will continue to be bound thereby;
- (b) Carry out, observe and fulfill all the terms and conditions while making the application for allotment, and other terms and the rules that have since been promulgated and may hereafter be promulgated for or relating to development, control, code of conduct, infrastructure and aesthetic controls and/or any other Code or Rules, which have been handed over to the Assignee at or before the execution hereof or will be handed over to the Assignee from time to time which may, hereafter, be introduced by way of amendment or otherwise by or on behalf of the Promoter for the beneficial use and enjoyment of the Project/While Project by all its occupiers;

- (c) Pay the Lease Rent to the Promoter/Municipality by 31<sup>st</sup> March for each year for which the same is payable;
- (d) Pay any increase in the Lease Rent as and when the same is revised;
- (e) Pay the Maintenance Charges i.e. the charges for maintenance of the Common Portions, at such rate as may be fixed from time to time;
- (f) Pay, in case it delays or defaults in making payment of the Maintenance Charges hereafter called the "**Assignee's Payables**", within the stipulated time for its payment, without prejudice to other rights of the Promoter/Transferor, interest @ 18% per annum on the defaulted amount of the Assignee's Payables till the date of payment along with interest thereon;
- (g) Pay or cause to be paid all rates and taxes or imposition which are now or hereinafter payable in respect of the Apartment;
- (h) Pay for the supply of reticulated gas consumed by the Assignee at the Apartment at such rate which may be fixed by the Promoter or any other agency setup by the Promoter or any agency / body directed by the Promoter;
- (i) Pay or cause to be paid all rates and taxes or imposition, including Goods and Service tax and VAT, if any, payable, on the Assignee's Payables which are now or hereinafter in future be payable in respect thereof;
- (j) Use and enjoy all the Common Portions subject to such restrictions which the Promoter or any other agency set up by the Promoter for the purpose of management and maintenance of the Project impose in the interest of all;
- (k) Permit the concerned authorities including the Promoter and their respective agents on 24 hours notice and at all reasonable hours to enter upon the Apartment to view its condition for all reasonable purposes;
- (l) Keep the Apartment reasonably clean and in habitable condition;

- (m) Keep the boundary wall around the Apartment in good repairs, well maintained and properly painted at all material times;
- (n) Be deemed to have undertaken that it is well aware and admits that the Promoter will be responsible for their maintenance and management of the Common Areas including without limitation all common areas, services and facilities such as roads, water systems, drainages, garbage disposal systems, landscapes, sewerage treatment plant and sewerage system of the Project/Whole Project either by itself or through a management agency which may be formed for the maintenance and management of the Project/Whole Project, the Allottee/Transferee shall have to pay proportionate charges for such maintenance and under no circumstances will the Allottee/ Transferee object to the Promoter transferring these areas, services and/or facilities and the responsibility of the maintenance and management thereof to any agency setup by the Promoter for the purpose of management and maintenance of the Common Areas;
- (o) Allow persons without any obstruction or hindrance authorized by the Promoter to inspect, repair and clear the sewerage lines, water lines and the electrical lines passing through or over the Apartment or to do any other work in connection therewith required for the proper maintenance, usage and/or safety of the Project/Whole Project;
- (p) Allow the Promoter to re-enter and take possession of the Apartment in default of observance and performance by the Assignee of any of the terms and conditions and covenants on its part;
- (q) Comply with all the terms, conditions and obligations as mentioned in the Head Lease;



- (r) Apply for and have the Apartment separately mutated and assessed in its name in the records of all concerned authorities and shall pay taxes accordingly;
- (s) Continue to keep deposited the amount of the 'Sinking Fund & / or Corpus Deposit &/ or other Deposits by whatever named called', if any, deposited by it with the Promoter and deposit such further sum if so required on demand with the Promoter/ or any agency / body directed by the Promoter as the case may be;
- (t) Execute agreements with the Promoter or any agency / body directed by the Promoter for the upkeep of the common areas of the Project/Whole Project;
- (u) Pay monthly maintenance charges as and when requested by the Promoter or any agency / body directed by the Promoter;
- (v) Ensure and arrange at their own cost and efforts all precautionary measures like shoring, piling etc as required to protect the structure and services on the adjacent plots/properties and the common infrastructure of the Project/Whole Project during construction of any building/ structure, laying of services in the said plot/property or in the event of any additional construction, alteration, modification as per approved plan and complying with all statutory guidelines thereon;
- (w) Co-operate in Management and Maintenance, co-operate in the management and maintenance of the Said Building, Project and the Whole Project by the Promoter/the Facility Manager/the Association (upon formation);
- (x) Observing Rules: observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, Project and the Whole Project.

- (y) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Unit And Appurtenances and the Common Areas from the possession date.
- (z) **Meter and Cabling:** be liable to draw the electric lines/wires, TV, broadband, data cables and telephone cables to the Said Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other intending Assignees. The main electric meter shall be installed only at the common meter space in the project. The Assignees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the project, whole project and outside walls of the Said Building save in the manner indicated by the Promoter/Facility Manager/Association (upon formation).
- (aa) **Residential Use:** use the Said Unit for residential purpose only and not for commercial purposes.
- (bb) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Unit, without the permission in writing of the Promoter/Facility Manager/Association (upon formation). In the event the Assignee makes the said alterations/changes, the Assignee shall compensate the Promoter/Facility Manager/Association (upon formation) as estimated by the Promoter/Facility Manager/Association (upon formation) for restoring it to its original state.

- (cc) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Unit And Appurtenances or the Common Areas or the Said Building/Project/Whole Project.
- (dd) **No Sub-Division:** not sub-divide the Said Unit And Appurtenances and the Common Areas, under any circumstances.
- (ee) **No Changing Name:** not change/alter/modify the names of the Said Building, the project and whole project from that mentioned in this Agreement.
- (ff) **Trade Mark Restriction:** not to use the name/mark Olivia Garden in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Unit and if the Assignee does so, the Assignee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of the mark olivia Garden.
- (gg) **No Nuisance and Disturbance:** not use the Said Unit or the Common Portions or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and/or the project and/or the whole project and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants and in particular not use the Said Unit for activities which are not conducive to the stature of a high-class office building, like dance bars,



discotheques, nursing homes, hotels, super markets, wholesale business, storage space.

- (hh) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.
- (ii) **No Obstruction to Promoter /Facility Manager /Association:** not obstruct the Promoter/the Facility Manager/the Association (upon formation in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Building and/or the Project and/or Whole Project Property and transferring or granting rights of assignment and/or usage to any person on any part of the Said Building/Whole Project/ Project Property (excepting the Said Unit and the Said Parking Space, if any).
- (ij) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Unit and the Said Parking Space, if any.
- (kk) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation for the use of the Common Areas.
- (ll) **No Throwing Refuse:** 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 therefor.
- (mm) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit, the Said Parking Space, if any or the Common Areas.

- (nn) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and the Said Parking Space, if any.
- (oo) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Unit /Said Building/ project/whole project save at the place or places provided therefor provided that this shall not prevent the Assignee from displaying a standardized name plate outside the main door of the Unit.
- (pp) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors.
- (qq) **No Installing Generator:** not install or keep or run any generator in the Said Unit and the Said Parking Space, if any.
- (rr) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Unit.
- (ss) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage is caused by the Assignee and/or family members, invitees or servants of the Assignee, the Assignee shall compensate for the same.
- (tt) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Unit and/or the Common Areas, as per statutory requirements. The Assignee hereby understands and accepts that as per the present statutory requirements/fire norms, the fire extinguisher pipe

line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Unit and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Unit shall always remain exposed and the Assignee shall not raise any objection in any manner whatsoever with regard thereto and further the Assignee hereby confirms that the Assignee shall not violate any terms of the statutory requirements/fire norms.

**11.1 Notification Regarding Letting/Transfer:** If the Assignee lets out or assigns the Said Unit And Appurtenances, the Assignee shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/ Assignee's address and telephone number. Further, prior to any transfer of the Said Unit And Appurtenances, the Assignee shall obtain a No Objection Certificate (Maintenance NOC) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Assignee after payment of all outstanding Common Expenses/Maintenance Charges, if any.

**11.2 No Right in Other Areas:** Save and except as expressly mentioned in this Agreement, the Assignee shall not have any right in the other portions of the Project Land/the project/whole project and the Assignee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Project Property/the project/whole project.

**11.3 Roof Rights:** The top roof of the Said Building shall remain common to all Assignees of the Said Building (Common Roof) and all common installations such as water tank and lift machine room shall be situated in the Common Roof (Roof Rights).



11.4 **Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Larger Premises/Project Land/Phase I Project Land and on the façade, terrace, compound wall or other part of the buildings. The Promoter shall also be entitled to place, select, decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/board/neon sign etc. shall form part of the common area electricity bills/costs and shall be paid by the Assignee, proportionately.

#### **SCHEDULE G**

##### **(Common Expenses)**

The expenses of the Common Portions mentioned herein will be proportionately shared by the Assignee with all the other Assignees as follows:

- A. The costs and expenses relating to the Project/Whole Project shall be borne by all the Assignee in the proportion constructed area of any Apartment will bear to the area of all the other constructed areas in the Project/Whole Project which will include all costs for maintaining the Common Portions.
- B. Some of the expenses mentioned herein may be common to all the Assignees or only to those of any particular Apartment as may be decided by the Promoter or the Association, as the case may be.
- C. The expenses for maintenance, operation and renovation etc. of the Project shall be borne and paid by the Assignees to the extent and in the manner the Promoter or the Association, as the case may be, may decide.
- D. The expenses shall, inter-alia, include the following:
  - i. **Maintenance:** All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the Common Portions and plantation of trees, maintaining the garden and supplying of round the clock water.
  - ii. **Staff:** The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter or the Association, as the case may be, for managing and maintaining and security of the common

areas and facilities and utilities of the Project.

- iii. **Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
- iv. **Insurance:** Costs towards payment of premium for insuring the Apartment and the Common Portions.
- v. **Rates, taxes and outgoings:** All rates, levies, taxes, lease rent or fees that are to be paid by the Promoter or the Association, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
- vi. **Others:** Any other expenses incurred by the Promoter or the Association, as the case may be, in respect of the Project/Whole Project and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

17. **Execution and Delivery**

17.1 In witness whereof the parties have executed and delivered this Indenture on the date mentioned above.

**SHRACHI REALTY PRIVATE LIMITED**

\_\_\_\_\_  
Represented by its authorized signatory  
(Promoter)

**SHRACHI REALTY PRIVATE LIMITED**  
*Bali De*  
Authorized Signatory

\_\_\_\_\_  
(Assignee/s)

**WITNESSES:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Father's Name \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Father's Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Drafted by:

Advocate

**RECEIPT OF CONSIDERATION**

**RECEIVED** from the within named Assignee the within mentioned of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) towards full and final payment of the consideration for the said Unit and Appurtenances described in the Schedule D above.

**SHRACHI REALTY PRIVATE LIMITED**

\_\_\_\_\_  
Represented by its authorized signatory  
(Promoter)

Signature \_\_\_\_\_  
Name \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_