

CONVEYANCE DEED

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

By and Between

THIS INDENTURE made this ____ day of _____ Two Thousand and Twenty-five **BETWEEN**
1. ROHIT CHOUDHARY (having PAN ACNPC6299A), s/o Gopal Prasad Choudhary, residing at 20/8A, S. N. Roy Road, 2 no. Chatterjee Colony, P.o – Sahapur, P.s – Behala, Kolkata – 700038, an individual, by faith Hindu, by nationality Indian **2. RIMA CHAURASIA (PAN ACXPC5272D)**, w/o Manoj Kumar Chaurasia, residing at 15B, Priyanath Mallick Road, P.o – Kalighat, P.s – Bhawanipore, Kolkata – 700026, an individual, by faith Hindu, by nationality Indian, both hereinafter referred to as "the Vendors" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors or successors-in-interest and assigns) and represented by their Constituted Attorney of the Vendors namely **CHOUDHARY CONSTRUCTION** appointed by Power of Attorney dated 13th January, 2025 and registered at the Office of District Sub Registrar – III, Alipore, South 24 Parganas, and recorded in Book No. I, Volume No. 1603-2025, Pages from 20719 to 20745, Being No. 160300519 for the year 2025 of the **FIRST PART**;

AND

1.1 CHOUDHARY CONSTRUCTION (having PAN AAUFC4610J), a Partnership Firm having its Registered Office at Premises no.22, 20/8A, S. N. Roy Road, 2 no. Chatterjee Colony, P.o – Sahapur, P.s – Behala, Kolkata - 700038 represented by its partners **GOPAL PRASAD CHOUDHARY** s/o Late Ramchandra Choudhary, residing at 20/8A, S. N. Roy Road, 2 no. Chatterjee Colony, P.o – Sahapur, P.s – Behala, Kolkata – 700038 & **CHANDAN CHOUDHARY** s/o Gopal Prasad Choudhary, residing at 20/8A, S. N. Roy Road, 2 no. Chatterjee Colony, P.o – Sahapur, P.s – Behala, Kolkata – 700038 hereinafter referred to as the "**DEVELOPER/PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) being the Confirming party of the **SECOND PART**;

AND

(1) Mr./Ms. _____ (having Aadhaar No.: _____ and PAN: _____) son/daughter/wife of _____, by religion _____, by occupation _____, by nationality _____, aged about _____ years, residing at _____, Post Office _____, Police Station _____, PIN- _____ and **(2) Mr./Ms.** _____ (having Aadhaar No.: _____ and PAN: _____) son/daughter/wife of _____, by religion _____, by occupation _____, by nationality _____, aged about _____ years, residing at _____, Post Office _____, Police Station _____, PIN- _____, hereinafter referred to as "the **PURCHASER / THIRD PART**" (which expression shall unless

CHOUDHARY CONSTRUCTION

Partner

repugnant to the context or meaning thereof be deemed to mean and include _____ heirs, executors, administrators, successors-in-interest and permitted assigns) of the

THIRD PART;

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

I. WHEREAS:

WHEREAS:

II. The Owners are the absolute and lawful owners of **All That** piece and parcel of land containing an area of 3 Cottahs more or less being Plot no. P-24 comprised in CS Dag nos. 525, RS Khatian no. 227, Mouza – Italgata, Pargana Magura, J.L. No. 10, Touzi no. 53 within the South Suburban Municipality, being Municipal holding no. 125/115, P. N. Mitra Brick Field Road, Police Station : Behala, District of South 24 Parganas unto and in favour of Sri Ashis Kumar Maity, son of Late Kartick Chandra Maity, therein referred to as the Purchaser of the Other Part, the said Indenture has duly been registered in the Office of the Sub-Registrar of Alipur, 24 Parganas and recorded in Book No. I, Volume No. 102, Pages 98 to 105 Being No. 3781 for the year 1974.

AND WHEREAS in the above manner, the said Sri Ashis Kumar Maity, became absolute owner of the said land and thereafter, mutated his name in the Assessment Records of the then Calcutta Municipal Corporation presently The Kolkata Municipal Corporation, in respect of the said property being Municipal holding No. 125/115, P. N. Mitra Brick Field Road, Police Station : Behala, in the District of South 24-Parganas, and started enjoying her said property by raising or constructing one R.T. Shed structure thereon at his own cost and expenses and paying rates and taxes ;

AND WHEREAS in due course of time said Sri Ashis Kumar Maity, executed Deed of Conveyance dated 27th day of April, 2013, therein referred to as the Vendor of the One Part, granted, sold, conveyed, transferred, assured, alienated and assigned, absolutely and forever at or for a consideration mentioned therein ALL THAT piece or parcel of land measuring 3 Cottahs (more or less) being Plot No. P-24 comprised in CS Dag Nos. 525, RS Khatian No. 227, Mouza Italgata, Pargana Magura, J.L. No. 10, Touzi No. 53, within the limits of Ward No. 116 of Kolkata Municipal Corporation, being Municipal holding No. 125/115, P. N. Mitra Brick Field Road, Police Station : Behala, in the District of South 24-Parganas unto and in favour of Manoj Kumar Chaurasia & Rohit Choudhary, therein jointly referred to as the Purchasers of the Other Part, the said Indenture has duly been registered in the Office of the Additional Registrar of Assurances – I, Kolkata and recorded in Book No. I, CD Volume No. 8, Pages 8993 to 9008 Being No. 4164 for the year 2013 ;

AND WHEREAS by dint of above purchase said Manoj Kumar Chaurasia & Rohit Choudhary jointly become the absolute owners of said property and mutated their names in the municipal records of The Kolkata Municipal Corporation and started paying the municipal rates & taxes vide Assessee No. 41-116-12-0191-5 with respect to newly numbered Municipal Premises No. 191, P. N. M. Brick Field Road ;

AND WHEREAS for proper utilisation of the said property, said Manoj Kumar Chaurasia & Rohit Choudhary mutually decided to construct a residential Building after demolishing the old structure standing thereon ;

AND WHEREAS to fulfil their above desire said Manoj Kumar Chaurasia & Rohit Choudhary, duly applied for and obtained sanctioned of building Plan being sanction No. 2021130137

dated 13/11/2021 from the Kolkata Municipal Corporation for construction of G+III Storied residential Building having several residential units including reinstatement of the existing tenant.

AND WHEREAS thereafter, out of natural love and affection towards his wife, said Manoj Kumar Chaurasia, executed a Deed of Gift dated 20th day of June, 2024, gifting his undivided 50% share in the aforesaid property to his wife namely Mrs. Rima Chaurasia. The said Deed of Gift has duly been registered in the Office of the Additional District Sub- Registrar, Behala South 24 Parganas and recorded in Book No. I, Volume No. 1607-2024, Pages from 152433 to 152451 Being No. 160705446 for the year 2024;

A1. The Promoter is the developer appointed by the Owners in respect of development of the Project Land under Development Agreement dated 13th January 2025 (hereinafter jointly referred to as "the **Development Agreements**") particulars whereof is mentioned in **Part-VII** of the **Schedule A**.

III. The Project Land is earmarked for the purpose of building a residential project comprising, for the time being, of buildings having (i) one tower of Ground plus 3 upper floors containing residential units from ground floor level containing residential units (hereinafter collectively referred to as "the **Buildings**") as per plans sanctioned by the Kolkata Municipal Corporation vide plan No. 2021130137 dated 13/11/2021) (hereinafter referred to as "the **sanctioned building plan**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto) (the Project Land with the buildings to be constructed thereon is hereinafter referred to as "the **Project**". The overall Project shall be known as '**Kamakshi Nivas**').

IV. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.

V. The intimation for the commencement of construction of works relating to the Project has been submitted by the Promoter with the Kolkata Municipal Corporation.

VI. The Promoter has obtained the said sanctioned plans and finalized the specifications for construction and obtained other necessary approvals, if any, for the Project. The Promoter has, under the said Development Agreements, exclusive rights to sell or otherwise Transfer the entire Units and other transferable spaces and rights in the Project and to receive the price and other amounts in respect thereof. Out of the total amounts payable by the Transferees, the amount receivable by the Owners towards consideration for sale of proportionate share in land are to be paid to them in terms of the Development Agreements. The Promoter agrees and undertakes that except as contained in clause I and elsewhere in this agreement, it shall not make any changes to the layout plans insofar as the same relates to the Building containing the Unit being the subject matter hereof except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**Act**") and/or other laws as applicable;

VII. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata vide _____ Dated _____

VIII. The Allottee applied for an apartment in the Project vide application No. _____ dated __ and has been allotted in the Building (hereinafter referred to as "the **Building**") one apartment being Unit No. _____ having carpet area of _____ square feet more or less, on a portion on the _____ floor thereof

(hereinafter referred to as "the **Unit**") along with Parking Facility for _____ motor car to be used by the Allottee as permissible under the applicable laws (hereinafter referred to as "**Parking Facility**"), Together With pro rata share in the common areas as mentioned in **PART-IV** of **SCHEDULE A** hereto and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as "**Common Areas**"). (The Unit, the Parking Facility, if any and the pro rata share of the Common Areas are hereinafter collectively referred to as the "**Designated Apartment**" and the Unit and Parking Facility are more particularly described in **PART-II** and **PART-III** respectively of **SCHEDULE A** hereto and the floor plan of the Unit is annexed hereto and marked as **Schedule B**).

- IX.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- X.** Additional disclosures made/details provided by the Promoter to the Allottee:
 - A.** The Promoter shall be entitled to utilize any additional FAR or constructed area as may be sanctionable in respect of the Project Land (including on the Larger Land) and/or any other adjoining land if included by the Promoter within the Project area in future, by construction of additional floors or storeys on the buildings or any towers thereof at the Project Land at any time before or after completion of construction of the buildings at the Project Land and such right is being hereby excluded and reserved unto the Promoter. The Allottee accepts any consequential variation in the shares in land and Common Areas attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.
 - B.** For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted, Parking Facility of the type applied by him in an identified dependent or independent space.
 - C.** The Promoter shall be entitled to convert any open parking space areas in the Building Complex into stack parking or multi-level parking by the Promoter and get the same approved as per applicable rules of Kolkata Municipal Corporation in respect thereof.
 - D.** The Allottee shall not obstruct the common entry/exit gates with network of driveways and pathways and there shall also be certain electrical, telecom, data, digital, water, drainage and sewerage lines and junctions which may be common in the Project with right to use and enjoy certain common areas and installations including visitor/common parkings, open spaces on portions in the building thereof all more particularly described in **PART-VA** of **Schedule A**. Furthermore till such time the conveyance in favour of the Allottee is executed and registered, the Allottee shall not claim any right of user or enjoyment of any Shared Facilities or any part thereof in any manner whatsoever. The Shared Facilities are not part of the Project but the right to use the same shall be granted to each of the allottees of Units in the Project.
 - E.** The Allottee accepts and confirms that certain common areas of the Project shall also be available for the use and enjoyment of the purchasers and such other persons as the Promoter may in its sole discretion allow and the Allottee shall not obstruct or object to such user by such purchasers and authorized persons at any time. The use and enjoyment of the common areas as stated in this clause and the clause immediately preceding by any person shall be subject to adherence of the applicable rules regulations and payment of applicable monthly/quarterly/annual charges, as the case may be, in respect thereof by such person from time to time as may be decided by the Promoter and/or the Federation, as the case may be.

- F.** The Allottee is made aware that the Promoter may be required to obtain new/revised/amended environmental clearance from time to time owing to new/revised requirements of applicable laws and the Allottee hereby gives his irrevocable consent for Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate and that no separate and/or further consent will be required to be obtained by the Promoter from the Allottee in this regard.
- G.** The other disclosures, details and additional terms are mentioned at several places in the Agreement including but not limited to clause 11 and its sub-clauses hereto and in the Schedules hereto and are agreed between the Parties hereto.
- H.** The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and at other places in the Agreement and in Schedules hereto and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the disclosures, details or terms affect the execution of the Project which is a building complex with its own Common Areas and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Act and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the disclosures, details and additional/connected terms.
- I.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- J.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Designated Apartment/Flat as specified in clause G.
- L.** The Whole Complex Land is now earmarked for the purpose of building as residential (hereinafter collectively referred to as "the **Buildings**") described in Schedule _____ hereto ("**Project Land**") as per plans sanctioned by the on 13.11.2021) (hereinafter referred to as "the **sanctioned building plans**" _____ which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto) (the Project Land with the buildings to be constructed thereon is hereinafter referred to as "the **Project**". The said entire project shall be known as KAMAKSHI NIVAS ("**Whole Complex**"). The Promoter has caused to be constructed the Project and obtained the Completion Certificate/Occupancy Certificate, as the case may be, in respect of the Building/s on _____.
- B21.** The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____.
- M.** By Agreement for Sale dated _____ (hereinafter referred to as "the **Sale Agreement**"), made between the Promoter, the Purchaser and the Vendor, the Promoter

and the Vendor agreed to sell to the Purchaser (as Allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** Apartment No. ____ (hereinafter referred to as "the said **Unit**") having Carpet Area of _____ square feet more or less, type Standard, on a portion of the ____ floor in Building (hereinafter referred to as "the **Building**") along with parking facility for ____ (____) motor car to be used by the Purchaser as permissible under the applicable laws (hereinafter referred to as "the **Parking Facility**") Together With pro rata share in the Common Areas (as mentioned in the **Schedule D** hereto). The Unit, the Parking Facility, if any and pro rata share of the Common Areas are hereinafter collectively referred to as "the **Designated Apartment/Flat**" and the Unit and the Parking Facility and the floor plan of the Unit is annexed hereto and marked as '**Appendix-A**'.

- N.** The Purchaser has paid the entire consideration of Rs. _____/- (Rupees _____) only payable for sale of the Designated Apartment/Flat under the Sale Agreement and the Vendors, the Promoter have apportioned and received the respective amounts receivable by them out of the same. The Vendors have agreed to complete the sale of the pro rata undivided share in the Land in the manner here instated and the Confirming Party has agreed to confirm such sale and also the sale of the Designated Apartment/Flat.
- O.** The Purchaser has inspected the Designated Apartment/Flat and the Building Complex and satisfied himself about the construction and specification thereof and area of the Designated Apartment and the Common Areas provided and has no complaints or objection there about. The Purchaser has also gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein including the Additional disclosures and details contained in the Sale Agreement and in this Deed and the sharing of common areas and amenities and has accepted the same and is fully satisfied thereabout.
- P.** As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser along with the undivided proportionate title in the Common Areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed².
- Q.** The Parties hereby confirm that they are signing this Deed with the full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.
- XI. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs _____/- (Rupees _____) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and out of the same the Vendor hereby admit and acknowledge the receipt of apportioned sum towards the pro rate share in the Project Land attributable to the said Unit and the Confirming Party hereby admit and acknowledge the receipt of apportioned sum towards the realization under the said Agreement and Vendor, the Promoter and the Confirming Party do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendor, to the extent of their respective entitlements, do hereby sell and transfer and the Confirming Party doth hereby concur and confirm unto and to the Purchaser **ALL THAT** the said Unit No. ____ morefully and particularly mentioned and described in **Schedule-B** hereto together with parking facility if granted to the Purchaser and if so and as specifically mentioned in the said **Schedule-B** and Installations in common with the Vendor and the Promoter and other persons permitted by them [**AND TOGETHER WITH** right to use the Common Areas to

the extent permitted by the Promoter, in common with the Vendors and Promoter and other persons permitted by them]*³ **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendor into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendor as are set out in the **Schedule C** hereto **AND SUBJECT TO** the Purchaser observing, fulfilling and performing the House Rules and other covenants, terms and conditions as contained hereinbelow and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

- IIA.** And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendor doth hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Unit and the Vendor and the Promoter, to the extent of their respective entitlements, do hereby sell and transfer to the Association undivided proportionate share and title to the other Common Areas (save the Club Facility to be handed over) comprised in the Project Land absolutely. If any further document or instrument is required, in law, to be executed and registered to further confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

{OR in case Association is not formed before execution of the Deed of Conveyance then the following}

And in the premises aforesaid and at the requisition of the Purchaser and with the consent of the Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the said Land attributable to the Unit by the Vendor and of the undivided proportionate title to the other Common Areas by the Vendor and the Promoter, to the extent of their respective entitlements, is and shall be deemed to be hereby conveyed to the Association without requirement of any act in future on the part of the Vendor and the Promoter and shall ipso facto take effect immediately upon the incorporation of the Association absolutely and shall remain vested with the Purchaser until then in trust and for the benefit of the Association. It is clarified that if any document or instrument is required, in law, to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

XII. THE VENDOR, THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, to the extent of their respective entitlements, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment/Flat and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendor, the Promoter and the Confirming Party save only those as are expressly mentioned

herein.

- (c) They shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

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

1. The Promoter agrees and acknowledges, that the Purchaser shall have the right to the Designated Apartment as mentioned below.

- (i) The Purchaser shall have exclusive ownership of the said Unit.
- (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association⁵ has been conveyed the undivided proportionate share in the Common Areas (save the Club Facility to be handed over subsequently).

{OR in case Association is not formed before execution of the Deed of Conveyance then the following}

Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016 and at the instance of the Purchaser, the Association is intended to be the owner of the undivided proportionate share in the Common Areas as morefully mentioned in clause IIA hereinabove. The Purchaser shall also have title to undivided proportionate share in the Common Areas as members of the Association as stipulated in clause IIA hereinabove.

- (iii) The Purchaser shall use the Common Areas along with the Vendor, the Promoter, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common Areas (save the Club Facility to be handed over in terms of clause 13.7.5 below) to the Association.
2. **SINGLE UNIT:** The Purchaser agrees that the Unit along with Parking Facility (if any) shall be treated as a single indivisible unit for all purposes.
3. **INDEPENDENT PROJECT:** It is agreed that the Project is an independent Project and the Project is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise without affecting the future right and possibility of integration of infrastructure for the benefit of the Purchaser. It is clarified that in case the Future Phases is developed by the Promoter then and in that event, the Promoter may at its sole discretion allow the common use by the co-owners of the Project and the Future Phases of such Common Amenities and Facilities in the Project and Future Phases, as the Promoter may in its absolute discretion think fit and proper
4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser

understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and the Vendor accept no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and the Vendor fully indemnified and harmless in this regard.

5. **CONSTRUCTION OF THE PROJECT/APARTMENT:** The Purchaser has seen inspected and examined the Project and the Designated Apartment and all Common Areas and Installations thereat (to remain common between the owners and occupiers of the Project, the First Phase and the Future Phases) including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, facilities, amenities and specifications thereat and all the Common Areas and Installations.

6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the Common Areas to the Maintenance In-charge duly made ready and complete with all specifications, amenities and facilities of the Project and the Association⁸ also confirms its acceptance of the same.
7. **HANDOVER OF DOCUMENTS:** The Purchaser agrees and accepts that the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association upon its taking charge.
8. **PAST OUTGOINGS:** The Purchaser and the Maintenance In-charge acknowledge, accept and confirm that the Promoter has already paid all outgoings before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in this Deed), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
9. **MAINTENANCE OF THE BUILDING/APARTMENT/PROJECT:** The Purchaser is aware and accepts that the Association is to be the ultimate Maintenance In-charge and is and shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.
10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of occupancy certificate and/or partial occupancy certificate of the building in which the Unit is situated, as the case may be, the Parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the Parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to

rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Purchaser or any other co-owner/s or Association of co-owners and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Purchaser is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The Purchaser has been made aware and expressly agrees that the regular wear and tear of the Apartment/Building Block/Project excludes minor hairline cracks on the external and internal walls (excluding RCC structure) which happens due to variation of temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Purchaser.

11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/Maintenance In-charge shall have right of unrestricted access of all Common Areas and Installations, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or Maintenance In-charge to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Purchaser to remedy any want of repair.
12. **USAGE: Use of Basement (if any) and Service Areas:** The basement, if any, and service areas, if any, located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements, if any, in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge (including the Association of allottees formed by the allottees) for rendering maintenance services.
13. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:**
 - 13.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Purchaser separately in addition to the Total Price of the Designated Apartment.

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

In connection with the Additional Costs and Deposit payable by the Purchaser under the Sale Agreement, it is agreed by and between the parties hereto that the same does not include the following amounts which shall be payable by the Purchaser additionally:-

- (a) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other taxes and impositions levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Purchaser and shall be paid proportionately, if levied as a whole on the Designated Block or the Project and wholly, if levied specifically on the Designated Apartment (including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Purchaser further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Purchaser in any manner whatsoever.
- (b) Fees and expenses, if any, payable to the any authority towards Sale or Transfer Permission fees.
- (c) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
- (d) Security Deposit and other expenses as may be required by the CESC or any other electricity provider for individual meter in respect of the Designated Apartment directly with the CESC or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.
- (e) Stamp Duty and Registration Charges and all other applicable/incidental charges in respect of this Deed and/or any future contracts in pursuance hereof.
- (f) Fixed miscellaneous charges for registration of this Deed and/or any other contract, which shall be paid by the Purchaser to the Promoter.
- (g) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.
- (h) Proportionate costs of formation of Association and handover to Association.

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

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

13.2 **Maintenance In-charge:**

13.3 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 by the Co-owners of the apartments in the Project and the same may be by way of membership in the Association of the co-owners in First Phase or in case required by law or decided by the Promoter a separate Association for the Project may be formed with a Federation between the associations of the First Phase, the Project and Future Phases (if developed). The Association (including Federation) so applicable to the co-owners is hereinafter referred to as the "Association". The Purchaser hereby agrees to become a member of the Association and to sign, execute and register all

documents required for the formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of the Association and the Purchaser agrees to do all acts, deeds and things as may be required by such consultant(s) within the stipulated time and to pay the proportionate costs for the formation and operationalization of the Association.

13.3.1 **Maintenance Agency:** The Promoter or the Association may appoint one or more agencies or persons (hereinafter referred to as "**Maintenance Agency**") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-Owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common (hereinafter referred to as "**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Purchaser.

13.3.2 **Maintenance In-charge :** Upon the Association taking charge of the acts relating to the Common Purposes, the Association shall be the Maintenance In-charge and until then the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (hereinafter referred to as "**Maintenance In-charge**").

13.4 **Common Areas Related:**

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

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

13.4.3 Save those expressed or intended by the Promoter to form part of the Common Areas as per the **Schedule-D** hereto, no other part or portion of the Designated Block or the Project shall be claimed to be a part of the Common Areas by the Purchaser either independently or in common with any other Co-owner(s). In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking spaces to be a part of the Common Areas.

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

13.5 **Unit Related:**

13.5.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. In doing and carrying out the said fitout works, the Purchaser shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the _____, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Unit. The Purchaser shall put the airconditioning outdoor units only at the place specifically identified and specified therefor and shall not cut walls or grills to put any outdoor unit. The wires, pipelines and connections for airconditioning inside the Unit shall be maintained by the Purchaser in a proper, well maintained and repaired manner. The Purchaser shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out any fitout or other activity. The Purchaser shall not make in the Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default, the Purchaser shall, without prejudice to any other consequences, prosecutions and liabilities under law, be liable to pay to the Promoter and/or the Association as per demands made from time to time, the costs, charges and expenses for evaluating, attempting to repair and repairing such damage plus predetermined compensation equivalent to 50% (fifty Percent) of such costs, charges and expenses. In addition, such Purchaser may also be liable to be prosecuted in accordance with law and shall also be liable for all losses damages costs claims damages etc.,, if any, suffered by the Promoter and/or the Vendors and/or other Purchasers / Unit Holders and shall fully indemnify them and each of them.

13.5.2 **Area Calculations:**

- (i) **Carpet Area:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
- (ii) **Balcony Area:** The net usable area of the exclusive covered balcony/balconies, if any, attached to the said Unit.
- (iii) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Purchaser.
- (iv) **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
- (v) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment/Flat is undivided ____Square feet more or less.
- (vi) **Unit Area for CAM (Common Area Maintenance):** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the

area shall be the sum total of the Built-up area and Proportionate Common Area which is ____Square feet more or less.

Be it expressly mentioned that the nomenclature of parking facility as garage, the area and value of the garage, if any, mentioned in the e-assessment slip issued by the online process in the official website of the Government of West Bengal, Directorate of Registration and Stamp Revenue are all only to enable the online generation of the e-assessment slip and the Purchaser shall not be entitled to claim any such detail or rely upon the same in any manner either adverse to the Promoter or otherwise.

- (vii) It is clarified that the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

13.6 **Housing Loan by Purchaser:** In case the Purchaser, with the prior written consent of the Promoter, has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone. In no event the Vendors, the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.

13.7 **Overall Project Related :**

13.7.1 **Car Parking Areas:** The Project contains two-wheeler and four-wheeler open and covered parking spaces and multi level mechanized parking spaces as per sanctioned plans (hereinafter referred to as the "**Parking Areas**"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and which can be used for parking "**Open Parking Areas**". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the co-owners who need the same and apply for the same with preference being given by the Promoter to those co-owners who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned co-owner. The Promoter may allot parking facility in the Project to any co-owner of First Phase and/or Future Phases and may allot parking facility in the First Phase and/or Future Phases to any co-owner of the Project.

13.7.2 The cost of management, repair, replacement, maintenance and upkeep including Annual Maintenance Contracts of the Multi level Mechanical Parking System shall be part of the Common Expenses.

13.7.3 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same in the manner and on the terms and conditions deemed fit and proper by the Promoter.

13.7.4 **Non Obstruction in Project:** The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any addition or alteration of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.

13.7.5 **Architect & Engineers:** Unless changed by the Promoter, _____ is the principal consultant

13.7.6 **Name of the Project:** The Project shall bear the name "**KAMAKSHI NIVAS**" or such

other name as be decided by the Promoter from time to time. The Blocks shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project and the Whole Complex cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

13.8 **Future Expansion Related:**

13.8.1 The Purchaser accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project including additional floors/storeys on the buildings and other vertical and horizontal expansion and commercial exploitation 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 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 sell transfer the same to any person or persons on such terms and conditions as the Promoter in its absolute discretion may think fit and proper.

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

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

13.9.1 To use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Unit or any activity which may cause nuisance or annoyance to the Co-owners.

13.9.2 that unless the right of parking is expressly granted and mentioned in Sl. No. 2 of the **Schedule B** hereinabove written ("**Parking Facility**"), the Purchaser shall not park any motor car or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Purchaser in deviation or violation of this clause and/or the applicable conditions for Parking Facility

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

(i) The Purchaser shall pay the Parking Facility Maintenance Charges, if any, punctually and without any delay or default

(ii) the Purchaser shall not park any motor car or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land and the Whole

- Complex Land) nor claim any right to park in any manner whatsoever or howsoever;
- (iii) the Purchaser shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Facility.
 - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Unit nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (vii) This right to use car parking space does not confer any right of Ownership of the space on which such Parking Facility is provided.
 - (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Purchaser shall neither hold the Promoter and/or the Vendors and/or the Confirming Party liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors and/or the Confirming Party.
 - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.
 - (x) In case the Purchaser is provided facility of parking which is inter-dependent with any other Parking Facility in the whole complex or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car of the other Unit owner of such facility and shall use the dependent facility in mutual co-operation with the other facility holder.
 - (xi) In case the Purchaser is provided facility of parking in the Multi level Mechanical Parking System , the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the Multi level Mechanical Parking System by the Purchaser Unit Holders shall be dependant on each other and shall be subject to force majeure and interruptions, inconveniences, malfunctions and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be held responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Multi level Mechanical Parking System to which the Purchaser hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.

13.9.4 In case the Purchaser has not been agreed to be granted any Parking Space, the Purchaser shall not park any motor car or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever

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

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

13.9.6 Not to make any construction or addition or alteration or enclose any Common Areas, nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

13.9.7 Not to claim any access or user of any other portion of the Project except the Designated Block and the Common Areas, the Club Facility mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

13.9.8 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of

the Designated Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment

- 13.9.9 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 13.9.10 Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Designated Block passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Designated Block or any part thereof.
- 13.9.11 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 13.9.12 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 13.9.13 Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Designated Building.
- 13.9.14 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 13.9.15 Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 13.9.16 No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 13.9.17 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the Designated Block and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout
- 13.9.18 To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Vendors and the Promoter and all other persons entitled thereto.
- 13.9.19 To maintain at its own costs and expenses the firefighting system and equipment installed inside the Unit and to keep the Unit free from all hazards relating to fire
- 13.9.20 To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main

entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Designated Block and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.

- 13.9.21 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Designated Block or may cause any increase in the premium payable in respect thereof.
- 13.9.22 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Vendors, the Promoter or to the other co-owner of the Designated Block. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Designated Block and/or the Project Land and/or the Whole Complex Land and/or outside walls of the Designated Block save in the manner indicated by the Promoter or the Maintenance In-charge.
- 13.9.23 To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Purchaser.
- 13.9.24 Not to commit or permit to be committed any alteration or changes in, or draw from outside the Designated Flat, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 13.9.25 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and other Common Purposes.
- 13.9.26 To Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land and the Whole Complex Land.
- 13.9.27 To use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 13.9.28 To maintain at his own costs, the Unit (including but not limited to the grills installed thereat) and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipality, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, tube-well, water, electricity, drainage, sewerage and other installations and facilities and amenities at the Project.
- 13.9.29 Not to alter the outer elevation or façade or colour scheme of the Designated Block (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified

by the Promoter hereinbelow nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Block otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

- 13.9.30 Not to fix or install air conditioners in their respective Flats / Apartments save and except at places where provision has been made by the Promoter for installation of the same.
- 13.9.31 Not to install any box grill at the Unit or any of its windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects and upon such approval, may install such grill at their own costs and expenses.
- 13.9.32 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 13.9.33 Not to use the Unit and the Parking Facility, if any or any part thereof or any part of the Building as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owner.
- 13.9.34 Not to change/alter/modify the name of the Project and/or the Building therein from those mentioned in this Deed.
- 13.9.35 Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.
- 13.9.36 The Purchaser agrees, declares and confirms that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.
- 13.9.37 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings (**"Taxes and Outgoings"**):
 - 13.9.38 Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Municipality, BLLRO and/or any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Building.
 - 13.9.39 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute, rules or regulations whether existing or as may be imposed or levied at any time in future on in respect of the Designated Apartment and/or any component thereof and/or the Building and/or the Project Land and/or the Whole Complex and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building and/or the Project Land and/or the Whole Complex Land or any part

thereof.

- 13.9.40 Electricity charges for electricity consumed in or relating to the Unit(including any applicable minimum charges and proportionate share of transmission loss).
- 13.9.41 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-Owner, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- 13.9.42 Proportionate share of all Common Expenses (including those mentioned in **SCHEDULE E** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. ____ (Rupees _____) only per Square foot per month of the Unit Area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
Proportionate share of all costs, charges and expenses for management, maintenance, administration, repair, replacement, painting, upgradation etc., of the Club Facility as made applicable by the Maintenance In-charge of the Club Facility from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge of the Club Facility, separate monthly club facility charges calculated @ Rs. ____ (Rupee ____) only per Square foot per month of the Unit Area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by such Maintenance In-charge at its sole and absolute discretion after taking into consideration the facilities.
- 13.9.43 Parking Facility Maintenance Charges amounting to Rs. ___/- per annum per Parking Facility, if any.
- 13.9.44 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 13.9.45 Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per the prevalent rates.
- 13.9.46 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 13.10 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Partial payment will not be accepted after the due dates.

- 13.10.1 The maintenance charges do not include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be 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 Purchaser.

shall accrue with effect from _____ the liability of the Purchaser to pay the aforesaid Taxes and Outgoings (hereinafter referred to as "the **Liability Commencement Date**").

- 13.10.2 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-In-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for 2 (two) months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Club Facility shall be suspended and the Maintenance-in-charge and Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 13.10.3 It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.
- 13.10.4 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter, the Confirming Party and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Building at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendor and the Promoter and the Confirming Party against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor and/or the Promoter and/or the Confirming Party as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 13.10.5 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 (five) years from the date of the Occupancy Certificate.

- 13.10.6 Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **Schedule-E** hereto.
- 13.10.7 **Acknowledgments, Exceptions and Reservations:** The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under the provisions of this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities at any time and from time to time hereafter:-
- 13.10.8 The Promoter shall be bound to execute and/or register such supplementary agreements to effectuate and implement the integration and related terms and conditions as formulated by the Promoter in respect of the Project, the First Phase and Future Phases or any one or more of them.
- 13.10.9 For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted, Parking Facility of the type applied by him in an identified dependent or independent space.
- 13.10.10 The Promoter shall be entitled to add or convert any open parking space areas in the Building Complex into stack parking or multi-level parking by the Promoter and get the same approved as per applicable rules of Kolkata Municipality in respect thereof.
- 13.10.11 The Promoter shall be entitled to make such additions and/or alterations and/or modifications in the sanctioned plans as may be required by the pollution control/environment authorities for the purpose of receiving the grant of consent/approval from such authorities.
- 13.10.12 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary, Main entrance of the Whole Complex common areas and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as **Project Branding**") and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Sugam", "Diamond", etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Purchaser nor the Purchaser's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of

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

13.10.13 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, v-sat, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the Designated Block and/or spaces surrounding the same including but not limited to their respective roofs, against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any of them or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall belong to the Promoter and the Promoter may use the same to subsidize/meet the Common Expenses to that extent.

13.10.14 The Purchaser has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Purchaser unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

13.11 **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

13.11.1 The Purchaser shall with effect from the Liability Commencement Date, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit, Parking Facility, if any, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

13.11.2 The Purchaser further undertakes, assures and guarantees that he would not put any sign-board/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, buildings or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase

of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

- 13.11.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the Maintenance In-charge. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

- 15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that except as otherwise mentioned elsewhere herein it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Completion Certificate/Occupancy Certificate, as the case may be, in respect of the Buildings in the Project has been issued by the competent authority(ies) except as provided for elsewhere in these presents and/or in the Act.

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

- 17 **PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

- 18 **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

- 19 **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

- 20 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other co-owner(s) in the Project, the same shall

- be equal to the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.
- 21 **FURTHER ASSURANCES:** All Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
- 22 **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at Kolkata.
- 23 **NOTICES:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned in the Sale Agreement. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
- 24 **GOVERNING LAW:** That the rights and obligations of the Parties arising out of or under this Deed shall be construed and enforced in accordance with the applicable laws of India for the time being in force.
- 25 **DISPUTE RESOLUTION:** All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.
- 26 **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

SCHEDULE 'A'

PART-I UNIT

ALL THAT the residential flat being Flat No. _____ containing a carpet area of _____ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a Not to mention BU as everything in carpet of Unit (including Balcony) of _____ Square feet more or less on the _____ floor of the Building of the Project.

PART-II PARKING FACILITY

ALL THAT

PART-III COMMON AREAS

SECTION -I COMMON AREAS IN THE BUILDING

1. Common Areas & Installations at any Building:

- 1.1 Concealed electrical wiring and fittings and fixtures for lighting the staircase, the common areas, the lobby and the landings and for operating the installation of two lifts at the Designated Tower.
- 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
- 1.3 Bore well/ Tube well (as the case may be) water pump overhead tanks and underground water reservoirs and spaces required thereto with water distribution pipes from such Overhead water tank connecting to the different Units of the Building and Space for Water pump and motor room therefor.
- 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- 1.5 Common corridors, lobbies, stairs, stairways landings entrances exits and pathways within each Building.
- 1.6 Windows, doors, grills and other fittings in the common area.
- 1.7 Lifts, Lift wells spaces required therefor.
- 1.8 Portion of Roof as may be identified by the Promoter as Common Roof of the Building subject to the exceptions and reservations contained herein
- 1.9 Gate Goomty.
- 1.10 Such other common parts areas and any covered and open space in or about each New Building as may be provided by the Promoter.

SECTION-II COMMON AREAS IN THE PROJECT

2. Common Areas & Installations at the Project:

- 2.1 Driveways, pathway pavements and landscape green at the Project Land except those reserved by the Promoter for exclusive use it being clarified that the Commercial Lot may, at the discretion of the Promoter have exclusive passage and surrounding spaces.
- 2.2 Space for transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 2.3 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.4 Main Gates of the Project for entrances and exits, Boundary Walls, it being clarified that the Commercial Lot may, at the discretion of the Promoter have separate entries/exits, walls and fencing.
- 2.5 Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains (if any).

- 2.6 Space for Generator installations and its allied accessories room.
- 2.7 Boundary walls of the Properties including outer side of the walls of the Project Land and main gates.
- 2.8 Such other common parts areas and any covered and open space in or about Project Land and for the Project as a whole as may be provided by the Promoter.

PART-III

Shared Facilities

PART-IV

COMMON EXPENSES

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Designated Tower, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces including parking spaces in the Mechanical Parking System. Maintenance of mechanical parking would be cost to owners only of CAM shared by all and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Activity Centre Facilities related equipment's etc., drains and electric cables and wires in under or upon the Designated Tower and/or the Project and/or the Shared Facilities and/or the Activity Centre Facilities and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Tower and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Activity Centre Facilities related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or Force Majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces including parking spaces in the Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.

PART-V

CHAIN OF TITLE

- 1 The Owners hereto have got their names mutated in the Records of Rights published under the West Bengal Land Reforms Act in the BLLRO under L.R. Khatians. The Owners have also caused their names to be mutated in the records of the Kolkata Municipal Corporation vide current municipal holding No. _____ under Ward No. 116.
- 2 The plans for construction of the Buildings at the Project were sanctioned by the Kolkata Municipal Corporation vide sanction Plan No. 2021130137, dt. 13.11.2021.
- 3 The full and complete terms and conditions between the Owners and the Promoter in respect of the Project has been agreed and recorded on 13th January, 2025 and registered at the Office of District Sub-Registrar - III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2025, Pages from 20719 to 20745, Being No. 160300519 for the year 2025.
- 4 The Owners agreed to join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Building at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in such Units including the Unit.

PART-VI

SPECIFICATIONS

- A. **Super Structure:** RCC Structure
- B. **Wall Finish:**
- i. Plaster of Paris(POP)/ Putty/ Gypsum Plaster Finish;
 - ii. Exterior- Weather Proof paints;
- C. **Flooring:** Vitrified tiles in the bedrooms, living / dining room;
- D. **Kitchen:**
- i. Granite Platform with honed edges;
 - ii. Stainless Steel Sink;
 - ii. Dado of Ceramic tiles up to 2ft above the kitchen counter;
 - v. Exhaust point;
 - v. Flooring – Anti Skid Ceramic Tiles;

E. **Toilet:**

- i. Flooring- Anti Skid Ceramic Tiles;
- ii. Toilet Walls- Standard Ceramic tiles on the walls up to door height;
- iii. Sanitary ware of Parryware / Hindware or equivalent make;
- iv. CP fittings of EssEss/ Hindware or equivalent make;
- v. Electrical point for Geyser & Exhaust Fan;
- vi. Plumbing provision for Hot/Cold water;

F. **Doors & Windows:**

- i. Door Frame- made of seasoned and treated wood;
- ii. Main Door- Flush doors;
- iii. Main Door fittings: Godrej or similar & eyepiece;
- iv. Internal Doors – Flush Doors;
- v. Windows – Fully anodized aluminum / UPVC windows, without grills

G. **Electricals:**

- i. Concealed Copper wiring of reputed brands;
- ii. Telephone wiring in Living or Dining Area;
- iii. Electricals Points in all bedrooms, Living / Dining, Kitchen, Toilets;
- iv. AC points in living and all the Bedrooms;

- v. Modular Switches of reputed make;
- vi. Lifts available.

I. **Common Lighting:**

- i. Overhead illumination for compound and pathway lighting;
- ii. Necessary Illumination in all lobbies, staircases and & common areas;

K. **Security Features:**

Infrastructure for Security Surveillance;

L. **Cable Connection:**

- i. Wiring for DTH Cable provider to be fixed by Developer;
- ii. Connection to be taken individually by flat owners (at own cost);

SCHEDULE 'B' –

FLOOR PLAN OF THE APARTMENTSCHEDULE 'C' PART-1 TOTAL PRICE

The Total Price payable by the Allottee to the Promoter as per the particulars mentioned in Clause 1.2 above shall be a sum of Rs. _____/-. The same shall be subject to variations as per the Explanation to Clause 1.2 above.

ALL THAT piece or parcel of land measuring about 3 (Three) Cottahs, be the same a little more or less lying in Mouza Italghata, Pargana Magura, Dag Nos. 575, RS Khatian No. 207, J.L. No. 10, R.S. No. 186, Touzi No. 53, being Municipal Premises No. 191, P. N. Mitra Brick Field Road, Police Station : Behala, Kolkata – 700008 within the limits of Ward No. 116 of The Kolkata Municipal Corporation District : South 24 Parganas, butted and bounded in the manner as follows :-

ON THE NORTH :: By Plot No. 25 ; and
ON THE SOUTH :: By Plot No. 23 ; and
ON THE EAST :: By Plot No. 10 and 11 ; and
ON THE WEST :: By P. N. Mitra Brick Field Road.

SCHEDULE-A-2

DEFINITIONS:

1. **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:

¹⁴ In case the conveyance in favor of the Confirming Party is executed before the sale deed in favor of the Purchaser, this clause would be modified accordingly.

"this Deed" shall mean this Deed and Schedules all read together.

- (i) **"Co-owners"** shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor/Promoter, shall mean the respective Vendor and/or Promoter;
- (ii) **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- (iii) **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa

SCHEDULE'B'

UNIT, PARKING ETC.

- 1. **UNIT: ALL THAT** the residential flat being Unit No.____containing a carpet area of ____Square feet more or less alongwith balcony with a carpet area of __Square feet more or less and a total built-up area of Unit (including Balcony) of __Square feet more or less on the __floor of the Block __of the Project at the Project Land delineated in **"RED"** colour in the floor plan of the Unit annexed hereto and marked as **Appendix-A**.
- 2. **PARKING FACILITY: ALL THAT** the ownership of ____ (_____) car parking with 135 sq. ft. at such _____at the said Project Land.

SCHEDULE-C –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendors, the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
 - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
 - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
 - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
 - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendors, the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
 - b. The right of flow in common with the Purchaser and other person or persons as

aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.

- c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
- d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
- e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

PART I

Shared Facilities

1.1 Common Areas & Installations at any Building:

- 1.1.1** Electrical wiring and fittings and fixtures for lighting the staircases, common areas, lobbies and landings and operating the installation of the lifts at the new building
- 1.1.2** Electrical installations with main switch and meters and space required therefor in the new Building.
- 1.1.3** Overhead water tank connecting to the different Units of the new Building.
- 1.1.4** Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the new Building.
- 1.1.5** Common corridors, lobbies, stairs, stairs cover, stairways landings, entrances, exits and pathways within each New Building.
- 1.1.6** Windows/doors/grills and other fittings of the common area of the New building.
- 1.1.7** Lifts, lift lobbies, lift wells spaces required therefor.
- 1.1.8** Common roof
- 1.1.9** Fire fighting system installations.

- 1.1.10** Such other common parts, areas and portions and fixtures/ fittings in or about each New Building as may be provided by the Promoter

PART-II

(Common Areas in the Project)

1.2 Common Areas & Installations at the Project:

- 1.2.1 Driveways, pathways and pavements and landscape green at the Project Land.
- 1.2.2 Space for Transformers (if installed) and Electrical installations and the accessories and wiring in respect of the Building Complex and the space required therefor.
- 1.2.3 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tank of new Building (From borewell).
- 1.2.4 Water waste and sewerage evacuation pipes and drains from the several Buildings to the municipal drains
- 1.2.5 Sewage Treatment plant
- 1.2.6 Fire fighting installations, jockey pumps and fire pumps.
- 1.2.7 Common toilets.
- 1.2.8 Water Filtration plant.
- 1.2.9 Boundary walls of the said Land and the main gates.
- 1.2.10 Maintenance Management office.
- 1.2.11 Water bodies.
- 1.2.12 CCTV System.
- 1.2.13 Rain water Harvesting
- 1.2.14 Jogging Track
- 1.2.15 Fire & Safety- Fire Detection & Protection System Emergency Evacuation Services - Alternate Stair & Fire Refuge Platform Renewable Energy -Renewable Energy by providing Solar PV Plant
- 1.2.16 Such other common parts, areas and portions on or about the Project Land and for the Project as a whole as may be provided by the Promoter (except the open and covered parking areas).

SCHEDULE E

Common Expenses shall include the following ("Common Expenses"):

- 1. MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building , lifts, generators, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the

Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas including lifts, generators, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
3. **STAFF:** The salaries of and all other expenses including their bonus and other emoluments and benefits of the staffs/personnel to be employed for the common purposes {including (i) staffs for Site Property Management, (ii) staffs for Outsourced Specialist (House Keeping), (iii) staffs for Electrician/MST (Technical Staff), (iv) Plumber (Technical Staff) and (v) staffs for Security Services (Security Supervisor)}. The staff specifications are provisional and subject to change as per requirement as decided by the Promoter and/or Maintenance-In Charge.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Association for the common purposes.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED: VENDOR:

Signature _____

Name: _____

Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PURCHASER: (including joint buyers)

Signature _____

Name: _____

Address: _____

Signature _____

Name: _____

Address: _____

At _____ on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

RECEIPT AND MEMO OF CONSIDERATION:

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

MEMO OF CONSIDERATION

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

(Rupees _____) only

(VENDOR)

(PROMOTER)

WITNESSES:

DATED THIS ____ DAY OF ____ 2024

BETWEEN

ROHIT CHOUDHARY & RIMA CHAURASIA ...

VENDORS

AND

CHOUDHARY CONSTRUCTION

Partner

CHOUDHARY CONSTRUCTION

.... PROMOTER CONVEYANCE

(Unit No. _____ Block
_____)

Shio Shankar Singh

Advocates

Judges Court, KOLKATA-700027

WB/225/1994

ⁱ In case the building has not been completed on the date of execution of the sale deed, this clause would be modified accordingly.