

**Mani-Vista Tollygunge Sale Deed Unit Sale Full-HIRA Format**

**SALE DEED**

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**BY AND BETWEEN**

**MANI SQUARE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at No.164/1, Manicktala Main Road, Police Station Phoolbagan, Post Office Kankurgachi, Kolkata-700054 (having Income Tax Permanent Account No.AABCR3668M), represented by \_\_\_\_\_, hereinafter referred to as "the **PROMOTER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or assigns) of the **ONE PART**

**AND**

\_\_\_\_\_ hereinafter referred to as "the **ALLOTTEE / PURCHASER**" of the **OTHER PART**:

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

**WHEREAS:**

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Promoter is the absolute owner of **All That** the said Premises, being No. 3, Netaji Subhash Chandra Bose Road, Kolkata-700040 measuring 07 Bighas 08 Cottahs 14 Chittacks and 34 Square feet more or less fully described in the **First Schedule** hereunder written **SAVE** such undivided shares / parts therein as have already been conveyed in favour of various allottees.

The facts about devolution of title to the said Premises in favour of the Promoter is mentioned in the **Fifth Schedule** hereunder written.

- C. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and Kolkata Municipal Corporation has issued completion certificate vide \_\_\_\_\_ dated \_\_\_\_\_.
- D. By an Agreement for Sale dated \_\_\_\_\_ and **registered** with the \_\_\_\_\_ in \_\_\_\_\_, the Promoter agreed to sell and transfer to the Allottee **All That** the **Designated Unit And Appurtenances** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- E. The construction of the **Designated Unit** is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on \_\_\_\_\_.
- F. The Promoter has duly complied with its obligations contained in the said Sale Agreement and is not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.

- G. The Allottee has now requested the Promoter to convey the **Designated Unit** in favour of the Allottee.
- H. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Promoter to the said Premises;
  - (ii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
  - (iii) The workmanship and quality of construction of the **Designated Unit** and the Project, including the structural stability of the same.
  - (iv) The total area comprised in the **Designated Unit**.
  - (v) The Completion Certificate.
  - (vi) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge), the Promoter doth hereby grant sell convey transfer release assign and assure unto and to the Allottee **ALL THAT the Designated Unit And Appurtenances** described in **Part-I and Part-II of the SECOND SCHEDULE TOGETHER WITH** proportionate undivided indivisible impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the **Designated Unit** and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the **Designated Unit** wholly and the Common Expenses proportionately and all other outgoings in connection with the **Designated Unit** wholly and the said Premises and in particular the Common Areas and Installations.

II. **THE PROMOTER DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

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

**III. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE PROMOTER** as follows:

1. The Allottee so as to bind himself to the Promoter and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.
2. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**
  - 2.1 The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Part-II of the Sixth Schedule** hereunder written and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.
  - 2.2 It is agreed and clarified that the Association of Allottees has already been formed and the same is now in charge of the Common Areas and Installations and the Promoter shall not be held liable therefore in any manner whatsoever.
3. The use and enjoyment of the Designated Unit shall, however, be subject to the payment of the Taxes and Outgoings mentioned in **Part-I of the Sixth Schedule** and in accordance with the Rules and Regulations framed by the Promoter from time to time (including the Rules and Regulations as mentioned in **Part-II of the Sixth Schedule** hereto) **AND** as a matter of necessity, the Allottee binds himself and covenants with the Promoter, the Allottees, maintenance staff and the persons permitted by the Promoter (a) to use the Common Areas and Installations in common with the Promoter, the Allottees, maintenance staff and the persons permitted by the Promoter without causing any inconvenience or hindrance to them, and (b) to observe fulfill and perform the rules regulations obligations covenants and restrictions framed and made applicable by the Promoter and/or the Maintenance In-charge from time to time for the quiet and peaceful use enjoyment and management of the Building Complex.
  - 3.1 The Allottee shall not hold the Promoter or the Maintenance In-charge liable in any manner for any accident or damage while enjoying the Common Areas and Installations by the Allottee or his family members, guests, visitors or any other person.
4. The Building Complex shall bear the name "**Mani Vista**" or such other name as be decided by the Promoter from time to time.
5. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter shall be entitled to do so and the Allottee shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Allottees (including the Allottee herein) proportionately and the Promoter shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter fully indemnified with regard thereto;
6. The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of the Kolkata Municipal Corporation.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed these presents at \_\_\_\_\_ in the presence of attesting witness, signing as such on the day first above written.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED  
PROMOTER :**

**WITNESSES TO ALL THE ABOVE:**

1.     Signature \_\_\_\_\_  
          Name       \_\_\_\_\_
- Address \_\_\_\_\_
  
2.     Signature \_\_\_\_\_  
          Name       \_\_\_\_\_
- Address \_\_\_\_\_

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
(said Premises)

**ALL THAT** the piece or parcel of land containing an area of 07 Bighas 08 Cottahs 14 Chittacks 34 Square feet more or less situate lying at and being premises No.3, Netaji Subhas Chandra Bose Road, Kolkata, Pin Code - 700040, Police Station Regent Park (formerly Tollygunge), Post Office Regent Park, in the District of South 24-Parganas, Sub-Registration Office Alipore, within the municipal limits of Ward No.97 of the Kolkata Municipal Corporation and shown marked within "**BLUE**" borders on the **First Plan** and butted and bounded as follows:

On the <b>North</b>	:	Partly by Netaji Subhas Chandra Bose Road and partly by each premises Nos. 5 and 7, Netaji Subhas Chandra Bose Road and partly by private passage;
On the <b>South</b>	:	Partly by premises No. 101, Babu Ram Ghosh Road and partly by private passage;
On the <b>East</b>	:	Partly by each premises Nos. 5 and 11 Netaji Subhas Chandra Bose Road and partly by Netaji Subhas Chandra Bose Road;
On the <b>West</b>	:	Partly by premises No. 1, Netaji Subhas Chandra Bose Road and partly by petrol pump.

**Or Howsoever Otherwise** the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART-I**  
(DESIGNATED UNIT)

**ALL THAT** the residential flat being Unit No. «Flat\_No» having carpet area of «Carpet\_Area» Square feet more or less (built-up area whereof being «Built\_Up\_Area» Square feet more or less), on the «Floor\_in\_Words» floor of the «Tower\_Name» Block of the Building 'Mani Vista' at the abovementioned Premises No.3, Netaji Subhas Chandra Bose Road, Kolkata-700040 and shown in the Second Plan annexed hereto, duly bordered thereon in "RED".

«Multi\_level\_carparking\_clause».  
«Ground\_floor\_carparking\_clause».  
«mechanical\_carparking\_clause».  
«Basement\_Carparking\_Clause»

**PART-II**  
(APPURTENANCES)

1. **SHARE IN LAND:** ALL THAT proportionate undivided indivisible share in the land contained in the said Premises described in the First Schedule hereinabove written.
2. **SHARE IN COMMON AREAS AND INSTALLATIONS:** ALL THAT proportionate undivided share in the Common Areas and Installations described in the Third Schedule hereunder written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Common Areas and Installations)

1. Land comprised in the said Premises;
2. Entrance and exit gates of the said Premises;
3. Properly landscaped paths passages driveways and ramps in the said Premises as be earmarked by the Promoter for the common use by the Co-owners;

4. Tugged up triple height Entrance Lobby for each Block.
5. Reserved space in the open compound for parking of 4 (four) motor cars for visitors of the Co-owners and the visitors to the Co-owners' Club.
6. Reserved space in the open compound for parking of 1 (one) motor car for visiting Doctor.
7. For each Block, two staircases with landings and lobby in the ground floor of the Building leading to the Units and stair-covers on portions of the ultimate roof.
8. For each Block, two lifts and a service lift with lift machine room and stair cover on the roof and all machinery and equipments for running the same.
9. Electrical installations with main switch and meter and space required therefore in the Building.
10. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s for the same.
11. Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the Common Areas, for operation of lifts and water pump and for supply of power in the Designated Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
12. Municipal water supply and/or deep tube-well for water supply.
13. Underground water reservoir.
14. Water pump with motor and with water supply pipes to the overhead water tanks for each Block and with distribution pipes therefrom connecting to different Units.
15. Latest high capacity ion removal plant for supply of safe ion free water.
16. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Building and from there to the municipal drain.
17. Effective Fire fighting system designed to detect and fight fire.
18. Fire Control Room in the Building with communication system to all floors and facilities for receiving the message from different floors.
19. Fire pump Room.
20. Security Room for darwan/security guards in the ground floor of the building;
21. Driver's waiting area in the basement floor.
22. Common Toilets in the ground floor for the use of the darwans, servants, maids, drivers, security guards, caretaker of the Building.
23. Intercom connection from the Units to the ground floor lobby.
24. CCTV Camera for the Common Areas and Installations.
25. Swimming Pool with changing room for male and female at the podium level.
26. Kids pool at the podium level.
27. Banquet/Multipurpose Hall with lawn and space for kitchen at the podium level.
28. Gym with equipments at the podium level.
29. Garden space at the podium level.
30. Juice bar and lounge at the podium level.
31. Games room, cards room, kids play room, lawn space, etc. at the podium level.
32. Maintenance In-charge's office.
33. Ultimate Roof of the Building.
34. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas and Installations of the Building Complex.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure including the roof, the Common Areas and Installations of the Building Complex (including lifts, generator, water pump with motor, games room, swimming pool, gym equipments, fire fighting equipments, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building Complex and related facilities enjoyed or used by the Purchaser in common with other owners or serving more than one Unit and/or other built-up space in the Building and main entrance, landings and staircases of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises etc. The costs of cleaning and lighting the Common Areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Building Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces of the Building in good and repaired condition.

2. **OPERATIONAL** : All expenses for running and operating all machines, equipments and installations comprised in the Common Areas and Installations (including lifts, generator, water pump with motor, games room, swimming pool, gym equipments, fire fighting equipments, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the Common Purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE**: Insurance premium for insurance of the Building including against 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. **OTHERS**: All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association for the common purposes.

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

1. By a Deed of Conveyance dated 25<sup>th</sup> June 1940 made between The Administrator General of Bengal as vendor therein, the Official Trustee of Bengal as Official Trustee therein and Tollygunge Estates Limited as purchaser therein and registered with the District Sub Registrar, Alipore in Book I, Volume No. 62, Pages 157 to 163, Being No.2259 for the year 1940, the Administrator General of Bengal, for the consideration therein mentioned and at the request and direction of the Official Trustee of Bengal, granted conveyed transferred and assigned unto and to Tollygunge Estates Limited, and the Official Trustee of Bengal granted conveyed transferred assigned and confirmed unto and to Tollygunge Estates Limited **All Those** messuages tenements houses hereditaments and premises together with the pieces and parcels of freehold land thereunto belonging and appertaining thereto containing an area of 29 Bighas 03 Cottahs 20 Square feet more or less (as per the Cadestral Survey conducted by the Government of Bengal), situate lying at and being premises Nos. 55, 56, 57, 58, 59, 60 and 61 Russa Road South, Kolkata and premises No.62 Babu Ram Ghosh Road, Calcutta comprising of C.S. Dag Nos. 1149 and 1150 recorded in Khatian No. 876 in Mouza Chandpur, J.L. No.41, Police Station – Tollygunge (now Regent Park) in the District of 24 Parganas (now South 24 Parganas), absolutely and forever.
2. The abovementioned premises Nos. 56 and 59 Russa Road South have since long been renumbered by the Corporation of Calcutta (now The Kolkata Municipal Corporation) as premises Nos. 3 and 9 Netaji Subhas Chandra Bose Road respectively.
3. After purchasing the abovementioned premises Nos. 3 and 9 Netaji Subhas Chandra Bose Road, Tollygunge Estates Limited from time to time constructed several new buildings, dwelling houses, out-houses, servants-quarters, sheds etc. thereat.
4. The said Tollygunge Estates Limited was converted into a private limited company and the word 'private' was added to its name, and a fresh Certificate of Incorporation consequent on change of

Name was issued by the Registrar of Companies, West Bengal on 11.11.1983 in favour of Tollygunge Estates Private Limited.

5. In the premises, the Tollygunge Estates Private Limited became the owner of amongst other adjacent properties, two contiguous premises, being Premises No.3, Netaji Subhash Chandra Bose Road, Kolkata measuring 05 Bighas 08 Cottahs 05 Chittacks and 12 Square feet more or less AND Premises No. 9, Netaji Subhash Chandra Bose Road, Kolkata measuring 02 Bighas 03 Cottahs 14 Chittacks and 44 Square feet more or less WITH the buildings dwelling houses out-houses servants-quarters sheds etc. respectively thereat.
6. Tollygunge Estates Private Limited applied to the Kolkata Municipal Corporation for amalgamation of the said Premises No. 9, Netaji Subhash Chandra Bose Road, Kolkata bearing Assessee No. 210971200066 WITH Premises No. 3, Netaji Subhash Chandra Bose Road, Kolkata bearing Assessee No.210971200030, which was approved by the Kolkata Municipal Corporation. After amalgamation, the newly assessed premises No. 3, Netaji Subhash Chandra Bose Road, Kolkata measuring 07 Bighas 12 Cottahs 04 Chittacks and 11 Square feet more or less continued to have the same Assessee No.210971200030 in the records of the Kolkata Municipal Corporation with the name of Tollygunge Estates Private Limited duly mutated as owner thereof.
7. By an Indenture of Gift dated 11th December 2015 made between Tollygunge Estates Private Limited as donor therein and The Kolkata Municipal Corporation as donee therein and registered with the District Sub-Registrar-I, South 24 Parganas in Book I, Volume No.1601-2015, Pages 71445 to 71461, Being No.160104669 for the year 2015, Tollygunge Estates Private Limited out of its own free will and accord granted and conveyed by way of gift for the purpose of widening of road to the Kolkata Municipal Corporation ALL THAT 05 (five) metres wide piece and parcel of land containing an area of 223.60 Square metres (equivalent to 03 Cottahs 05 Chittacks 22 Square feet) more or less situate lying at and being divided and demarcated north-western portion of the said amalgamated premises No. 3 Netaji Subhash Chandra Bose Road, Kolkata.
8. Tollygunge Estates Private Limited caused to be sanctioned the Building Plan from the Kolkata Municipal Corporation vide Building Permit No. vide Building Permit No.2016100162 dated 09.01.2017 for construction of the Building and other constructions at portions of the said amalgamated Premises No. 3 Netaji Subhash Chandra Bose Road, Kolkata.
9. By Order dated 12th December 2016 passed in the Company Petition No.864 of 2016 connected with Company Application No.322 of 2016, the Hon'ble High Court at Calcutta sanctioned the Scheme of Arrangement between Tollygunge Estates Private Limited, Mani Square Limited and IQ City Infrastructure Private Limited and thereby, inter alia, demerged the 'Real Estate Development' division of Tollygunge Estates Private Limited, which included, *inter-alia*, amongst other adjacent properties, the said amalgamated Premises No. 3 Netaji Subhash Chandra Bose Road, Kolkata together with the benefits of the Building Plan, in favour of Mani Square Limited and declared the said Scheme of Arrangement to be binding on all the three companies and their respective shareholders with effect from the appointed date, being 1<sup>st</sup> April 2015.
10. In the premises, Mani Square Limited has become the owner of the said amalgamated premises No. 3 Netaji Subhash Chandra Bose Road, Kolkata measuring 07 Bighas 08 Cottahs 14 Chittacks and 34 Square feet more or less fully described in the **First Schedule** hereinabove written together with the benefits of the Building Plan.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**PART-I**

1. **TAXES AND OUTGOINGS:** The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
  - (a) Proportionate share of all Common Expenses (including those mentioned in FOURTH SCHEDULE hereinabove written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay

to the Maintenance In-charge, maintenance charges calculated @Rs. 3/- (Rupees three) only per Square foot per month of the of the sum total of (a) the built-up area of the Designated Unit mentioned in Part-I of the Second Schedule hereinabove written and (b) the estimated proportionate share of the Common Areas and Installations attributable to the Designated Unit, being «Common\_Area» Square feet, aggregating to «SBA» Square feet (herein referred to as “the **Maintenance Chargeable Area**”). The maintenance charges 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 and expenses incurred.

- (b) Electricity charges for electricity consumed in or relating to the Designated Unit.
  - (c) The charges for provision of back-up power to the extent of 01 (one) Watt per sq. ft. of built up area of the Designated Unit during power failure/load shedding from the Diesel Generator Sets. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and shall be billed accordingly on the Allottee proportionately for the units consumed by the Allottee in the Designated Unit as recorded through a meter or be ascertained by such other suitable mechanism as may be so decided by the Promoter or the Maintenance In-charge.
  - (d) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit and its Appurtenances directly to the Kolkata Municipal Corporation Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Premises.
  - (e) Charges for water and any other utilities consumed by the Allottee and/or attributable or relatable to the Designated Unit and/or its Appurtenances 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 Unit and/or its Appurtenances, wholly and if in common with the other Allottees, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
  - (f) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Unit or the sale thereof as sale permission fee or the Building Complex and whether demanded from or payable by the Allottee or the Promoter and the same shall be paid by the Allottee wholly in case the same relates to the Designated Unit and/or the Appurtenances and proportionately in case the same relates to the Building Complex or any part thereof.
  - (g) The Allottee shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid rates taxes impositions and/or outgoings.
  - (h) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
2. All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7<sup>th</sup> 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 Allottee or in the letter box in the ground floor earmarked for the Designated Unit without any delay, demur or default and the Allottee shall indemnify and keep indemnified the Promoter and the Maintenance-in-Charge and all other Allottees for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottee may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottee owing thereto. Any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof.

- 2.1 The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Designated Unit by the Promoter to the Allottee or the Deemed Date of Possession, whichever be earlier.
- 2.2 It is expressly agreed and understood that so long as the Promoter or its nominee be the Maintenance In-charge, the Allottee shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.
- 2.3 It is expressly clarified that the maintenance charges do not include any major repairs, replacement, renovation, repainting of the main structure and façade of the Building Complex and the Common Areas and Installations, etc. and the same shall be shared by and between the Allottee and the other Allottees proportionately.

**PART-II**  
**(RULES AND REGULATIONS)**

1. The Allottee binds himself and covenants:
  - (a) to use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Allottees.
  - (b) to install fire fighting and sensing system gadgets and equipments in the Designated Unit as required under law and keep the Designated Unit free from all hazards relating to fire;
  - (c) to carry out all fitout works in the Designated Unit in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Allottees;
  - (d) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns and structural stability of the Building;
  - (e) to apply for and obtain at his own costs separate assessment of the Designated Unit in his name in the records of Kolkata Municipal Corporation within 06 (six) months from the date of possession.
  - (f) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times to view and examine the state and condition thereof and to make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Allottee thereabout;
  - (g) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Building Complex and other Common Purposes.
  - (h) to keep the Designated Unit 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 Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Building and not to do or cause to be done anything in or around the Designated Unit 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 Unit.
  - (i) to keep the Common Areas and Installations, open spaces, parking areas, paths, passages, staircases, lobby, landings etc. in the said Premises free from obstructions and encroachments and in a clean and orderly manner.
  - (j) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, CESC, 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 Unit as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Building Complex.
  - (k) unless the right of parking of motor car is expressly granted and mentioned in PART-I of the SECOND SCHEDULE hereinabove written, the Allottee shall not park any motor car

or any other vehicle at any place in the said Premises (including at the open spaces at the said Premises).

- (l) not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Designated Unit nor vice versa, with the only exception being that the Allottee may grant transfer let out or part with the right of parking car or the Designated Unit independent of the other to any other Co-owner of the Building and none else.
- (m) not to put any nameplate or letter box or neon-sign or board in the Common Areas and Installations or on the outside wall of the Building save outside the main gate of the Designated Unit and a letter box in the ground floor at the place earmarked by the Promoter. Not to open any additional window or any other apparatus protruding outside the exterior of the Designated Unit.
- (n) not to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the Building passing through the Designated Unit or the Common Areas and Installations.
- (o) not to close or permit the closing of balconies in the Designated Unit.
- (p) not to install or keep or operate any generator in the Designated Unit or in any Common Areas and Installations.
- (q) not to take or allow any person to take dogs and other pets on elevators (except the service elevators) and not to allow dogs and other pets in the Common Areas and Installations of the Building without accompanying them with a leash.
- (r) not to alter the outer elevation of the Building or any part thereof.
- (s) 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 Building Complex or the said Premises or may cause any increase in the premia payable in respect thereof.

- 1.1 In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the rate of 18% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:
- a) withhold and stop all other utilities and facilities (including lifts, generators, water, gym, swimming pool, games room, etc.) to the Allottee and his servants, employees agents tenants or licensees and/or the Designated Unit.
  - b) to demand and directly realize rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Designated Unit.

**RECEIPT AND MEMO OF CONSIDERATION**

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

**MEMO OF CONSIDERATION:**

**Annexure "A"**

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

- i) **ACT** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- ii) **RULES** shall mean the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- iii) **REGULATIONS** shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall mean a section of the Act.
- v) **PREMISES / SAID PREMISES** shall mean premises No.3, Netaji Subhash Chandra Bose Road, Kolkata-700040 fully described in the **First Schedule** hereunder written;
- vi) **BUILDING** shall mean a building constructed by the Promoter at the said Premises, for the time being to have a basement, ground floor, first floor, second floor, third floor and beyond that two separate blocks, the **Eastern Block** and the **Western Block**, each containing \_\_\_\_\_ floors for the time being as per the Plan presently sanctioned by the Kolkata Municipal Corporation.
- vii) **PROJECT / BUILDING COMPLEX** shall mean the said Premises with the Building thereon and include the Common Areas and Installations thereof;
- viii) **ALLOTTEES / CO-OWNERS** shall mean all the buyers who from time to time have purchased any Unit or have agreed to purchase any Unit and taken possession thereof including the Promoter for those Units not alienated or agreed to be alienated by it;
- ix) **COMMON AREAS AND INSTALLATIONS** according to the context shall mean and include the areas installations and facilities comprised in and for the Project / Building Complex as specified in the **Third Schedule** hereunder written and expressed by the Promoter for common use and enjoyment of the Allottees in common with the Promoter and other persons permitted by the Promoter **BUT** shall not include the parking spaces, terraces at different floor levels attached to any particular flat or flats and other open and covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations.
- x) **COMMON EXPENSES** shall mean and include all expenses for the Common Purposes including those mentioned in the **Fourth Schedule** hereunder written to be borne paid contributed and shared by the allottees.
- xi) **COMMON PURPOSES** shall mean and include (a) maintenance and administration of the Building Complex and in particular the Common Areas and Installations, (b) rendition of common services in common to the Co-owners, (c) collection and disbursement of Common Expenses and (d) dealing with matters of common interest of the Co-owners and their mutual rights and obligations, for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xii) **UNITS** shall mean the residential flats / apartments and other constructed spaces in the Building capable of being exclusively held used or occupied by a person; and wherever the context so permits or intends shall include the Parking Space/s and/or balcony(ies) / verandah(s) and/or terrace/s, if any, attached to the respective flat(s);

- xiii) PARKING SPACES** shall mean the covered spaces in basement, ground, first and second floors of the Building and the open spaces at the ground level of the said Premises expressed or intended by the Promoter to be used for parking of motor cars or other vehicles including the mechanized multi-level car parking facility at the open spaces at the said Premises with mechanical and other equipments installed for the same by the Promoter;
- xiv) CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment.
- xv) BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such unit).
- xvi) PROPORTIONATE OR PROPORTIONATELY** for calculating the share of the Allottee hereto or of any other allottees (a) in the land contained in the said Premises, (b) in the Common Areas and Installations, and (c) the Common Expenses or any other matter connected with the Building or any part thereof, shall mean the proportion in which the built-up area of the Designated Unit may bear to the aggregate built-up area of all the Units for the time being in the Building constituting both the Eastern Block and the Western Block; **PROVIDED THAT** where it refers to the share of the allottees in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user thereof).
- xvii) DESIGNATED UNIT / SAID UNIT/APARTMENT** shall mean the Unit described in **Part-I** of the **Second Schedule** hereunder written and may include the right of parking motor car at the Parking Space, if so and as specifically mentioned in such **Part-I** of the **Second Schedule** hereunder written and wherever the context so permits shall include the Appurtenances;
- xviii) APPURTENANCES** shall mean the appurtenances to the Designated Unit mentioned in **Part-II** of the **Second Schedule** hereunder written, being the proportionate undivided share of the Allottee in (a) the land contained in the said Premises and (b) the Common Areas and Installations;
- xix) ASSOCIATION / MAINTENANCE COMPANY** shall mean a company, society, association of persons or any other body that may be formed of the Co-owners for the Common Purposes, having such rules regulations byelaws and restrictions as be deemed proper and necessary by the Promoter.
- xx) MAINTENANCE IN-CHARGE** shall, until formation of the Association, mean the Promoter and/or its appointed one or more agencies or nominees to look after the maintenance and administration of the Building Complex and other Common Purposes and upon its formation and taking over charge of the acts relating to the Common Purposes shall mean the Association;
- xxi) PLAN** shall mean the **Final** plan for construction of the Building for the time being sanctioned by the Kolkata Municipal Corporation vide Building Permit No. \_\_\_\_\_ dated \_\_\_\_\_.
- (xxii) RULES FOR INTERPRETION OF THIS DOCUMENT:**

- (a) Headings are for convenience only, and do not affect interpretation.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) A Clause includes its sub-clause(s), if any, thereof.
- (e) If a word is defined, another part of speech of such word shall be deemed to have the corresponding meaning.
- (f) A reference to a statutory provision includes a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments, rules and bye-laws made pursuant thereto.
- (g) Reference to any agreement, contract, deed or document including this agreement shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated.