

## CONVEYANCE

**THIS INDENTURE** executed on this \_\_\_\_\_ day of \_\_\_\_\_ **BY AND BETWEEN SIOM REALTY PRIVATE LIMITED** (PAN AAECM1910C), a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at No.11/1 Sunny Park, 1<sup>st</sup> Floor, P.S. & P.O. Ballygunge, Kolkata 700019, represented by its \_\_\_\_\_, \_\_\_\_\_ son of \_\_\_\_\_, by occupation \_\_\_\_\_, having his I.T. PAN: \_\_\_\_\_ and Aadhaar No. \_\_\_\_\_ and residing at \_\_\_\_\_, P.O. \_\_\_\_\_, P.S. \_\_\_\_\_, Kolkata - \_\_\_\_\_, hereinafter referred to as "the **PROMOTER/ DEVELOPER**" (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 nominees and assigns) of the **FIRST PART AND (1a) CLOUDZONE BUILDERS PRIVATE LIMITED**, (PAN AAGCC4442D), a Company incorporated under the Companies Act, 1956 having its Registered Office at No.15/11/B, Chowbaga Road, P.O.Tiljala, Police Station Tiljala, Kolkata-700039, and represented by its Director, Pawan Agarwala (PAN-ACLP A2254K) (AADHAAR NO.362558247288), son of Late Dwarka Prasad Agarwala, by occupation Business, by Nationality Indian, residing at No.3/1, Diamond Harbour Road, P.O.Kidderpore, P.S.Watgunge, Kolkata 700023, **(1b) SUBHLIFE PROMOTER PRIVATE LIMITED** (PAN AAXCS0116R), a Company incorporated under the Companies Act, 1956 having its Registered Office at No. 15/11/B, Chowbaga Road, P.O.Tiljala, Police Station Tiljala, Kolkata - 700039, and represented by its Director, Vikram Chand Agarwal (PAN AAQPA7628A), son of Late Bal Chand Agarwal, by occupation Business, by Nationality Indian, residing at Maniam, 3/2A, Garcha 1st Lane, Flat No.4B, P.O.Gariahat, P.S.Ballygunge, Kolkata 700019, **(1c) ROOPMAHAL APARTMENT PRIVATE LIMITED** (PAN AAHCR7238R), a Company incorporated under the Companies Act, 1956 having its Registered Office at No.15/11/B, Chowbaga Road, P.O.Tiljala, Police Station Tiljala, Kolkata-700039, and represented by its Director, Pawan Kumar Agarwala (PAN-ACLP A2254K) (AADHAAR NO.362558247288), son of Late Dwarka Prasad Agarwala, by occupation Business, by Nationality Indian, residing at No.3/1, Diamond Harbour Road, P.O.Kidderpore, P.S.Watgunge, Kolkata 700023, **(1d) MANI ENCLAVE BUILDER PRIVATE LIMITED** (PAN AAHCM3911C), a Company incorporated under the Companies Act, 1956 having its Registered Office at No.11/1 Sunny Park, 1<sup>st</sup> Floor, P.O. & Police Station Ballygunge, Kolkata 700019 and represented by its Director, Sameer Agarwal (PAN ADYPA4896M) son of Mr. Vikram Chand Agarwal, by occupation Business, by Nationality Indian, residing at Maniam, 3/2A, Garcha 1<sup>st</sup> Lane, Flat No.4B, P.O.Gariahat, Police Station Ballygunge, Kolkata 700019, **(1e) (SMT.) KAHINI SRIMAL** (PAN ASJPJ7938B), wife of Shri Saarthak Srimal, occupation Service, by Nationality Indian, residing at 48A, PS Magnum, Block-4, Flat No.1B, VIP Road, Kaikhali, P.O. Kaikhali, Police Station Rajarhat, Kolkata 700052, **(1f) (MISS) SNEHA BHURA** (PAN ANWPB9806E), daughter of Shri Anup Bhura, by occupation Service, by Nationality Indian, residing at 48A, Badri Das Temple Street, P.O. Shyambazar, Police Station Manicktala, Kolkata 700004, **(1g) SHUVAM BHURA** (PAN BLTPB7138R), son of Shri Anup Bhura, by occupation Business by Nationality Indian, residing at 48A, Badri Das Temple Street, P.O. Shyambazar, Police Station Manicktala, Kolkata 700004, **(1h) SAARTHAK SRIMAL** (PAN BLKPS8414G), son of Shri Rabindra Srimal, by occupation Service, by Nationality Indian, residing at PS Magnum, Block-4, Flat No.1B, VIP Road, Kaikhali, P.O. Kaikhali, Police Station Rajarhat, Kolkata 700052, **(1i) BETOXY ORGANICS (INDIA) PRIVATE LIMITED** (PAN AABCB7788G), a Company incorporated under the Companies Act, 1956, having its Registered Office at Village Ramchandrapur, P.O.Narendrapur,

Police Station Narendrapur, Kolkata-700103, and represented by \_\_\_\_\_  
 (all hereinafter collectively referred to as "the **FIRST LAND OWNERS**"); **(2) RABINDRA SRIMAL** (PAN – ALKPS3516N) (Aadhaar No.201701665610), son of Late Kantilal Srimal, by occupation- Business, by Nationality Indian, residing at PS Magnum, Flat 1B, Block 4, VIP Road, Kaikhali, P.O. Kaikhali, Police Station Rajarhat, Kolkata 700052 (hereinafter referred to as "the **SECOND LAND OWNER**"); and **(3) ANUP BHURA** (PANAELPB6967J), son of Late Gambhir Chand Bhura, by occupation-Business, by Nationality Indian, residing at No.48A, Badridas Temple Street, P.O.Shyambazar, Police Station Manicktala, Kolkata 700004 (hereinafter referred to as "the **THIRD LAND OWNER**"); **all the First Land Owners, the Second Land Owner and the Third Land Owner** are hereinafter collectively referred to as "the **OWNERS /LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors, heirs, executors, administrators and legal representatives, as applicable) of the **SECOND PART AND** \_\_\_\_\_ hereinafter referred to as "the **ALLOTTEE / PURCHASER**" of the **THIRD PART**:

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

**WHEREAS:**

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **All Those** the pieces and parcels of land, containing an aggregate area of **3(three) Bighas 5(five) Chittacks 15(fifteen) Square Feet** more or less (out of which 2(two) Bighas 10(ten) Cottahs 8(eight) Chittacks more or less is owned by the First Land Owners, 6(six) Cottahs 2(two) Chittacks more or less is owned by the Second Land Owner and 3(three) Cottahs 11(eleven) Chittacks 15(fifteen) Square Feet more or less is owned by the Third Land Owner) situate lying at and being a divided and demarcated portion of **L.R.Dag No.664**, corresponding R.S. Dag No.585, (recorded in **L.R.Khatian Nos. 3449, 3450, 3453, 3474, 3448, 3454, 3452, 3451, 1181, 2542, 2544**); in Mouza Ramchandrapore, J.L. No.58, Touzi No.114, under Police Station-Narendrapur, in the District South 24 Parganas, under Ban Hooghly-I Gram Panchayat, Sub-Registration Office ADSR Sonarpur, Pin-700103, West Bengal, described in the **FIRST SCHEDULE** hereunder written **SAVE** such undivided shares / parts therein as have already been conveyed in favour of various allottees. Devolution of title of the Land Owners to the said Premises is set out in the **FIFTH SCHEDULE** hereunder written.
- C. By and in terms of the Development Agreements (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained. **Be it mentioned and made clear that** under the Development Agreement entered into by the Second Land Owner and the Third Land Owner with the Developer, there are other lands as well, which are not the subject matter of these presents and not forming part of the Project referred to in these presents.

- D. 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 \_\_\_\_\_ has issued completion certificate vide \_\_\_\_\_ dated \_\_\_\_\_.
- E. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority bearing registration No. \_\_\_\_\_.
- F. By an Agreement for Sale dated \_\_\_\_\_ and **registered** with the \_\_\_\_\_ in \_\_\_\_\_, the Promoter agreed to sell and transfer to the Allottee **All That the said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- G. The construction of the said Apartment is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on \_\_\_\_\_.
- H. 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.
- I. The Allottee has now requested the Promoter to convey the said Apartment in favour of the Allottee. The Land Owners have agreed to join in as party to this deed.
- J. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Land Owners to the said Premises;
  - (ii) The rights of the Promoter under the Development Agreements;
  - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto.
  - (iv) The workmanship and quality of construction of the said Apartment and the Project, including the structural stability of the same.
  - (v) The total area comprised in the said Apartment / Unit.
  - (vi) The Completion Certificate.
  - (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.
  - (viii) The Allottee is also aware of the fact that the Developer holds development rights in respect of Nearby Properties [as defined in **Definition No.(ix) of Annexure "A"** hereto] and intends to develop the same in near future and that some of the Common Areas Installations and Facilities (including the Broad Infrastructure as hereinafter defined) at the said Premises and the said Nearby Properties are intended to be used by the Allottees of both the said Premises and the said Nearby Properties in common with each other, notwithstanding the fact that either

of the said Premises or the said Nearby Properties may be having lesser or higher quantum of Common Areas Installations and Facilities; and the Allottee herein shall not be entitled to object to the same. The Common Areas and Installations at the said Premises have been planned and designed after taking into account the fact that the same shall also be used by the allottees of flats / apartments in the Nearby Properties.

**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 Land Owners and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (each of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Apartment / Unit described in 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 **TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **SEVENTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from 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 **EXCEPTING AND RESERVING** unto the Promoter and the Land Owners and the persons deriving title from the Promoter and the Land Owners such easements quasi-easements rights and privileges as set out in the **EIGHTH SCHEDULE** hereunder written **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

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

- i) The interest which the Land Owners and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment / Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Land Owners or the Promoter.

- iii) The Land Owners and the Promoter shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Land Owners and the Promoter, as the case may be, 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 uncanceled.

**III. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER AND THE LAND OWNERS** as follows:

1. The Allottee so as to bind himself to the Promoter and the Land Owners and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owners 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**

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

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

3. **BROAD INFRASTRUCTURE**

The Promoter holds development rights of the Nearby Properties[as defined in **Definition No.(ix) of Annexure "A"** hereto]and certain areas installations facilities and amenities (in short called "the **Broad Infrastructure**") are proposed to be serving and for common use and enjoyment of the said Project and the said Nearby Properties, details whereof are mentioned in the **Seventh Schedule** hereunder written, for integration of infrastructure.

The Allottee shall not have any proportionate share or interest in the said Broad Infrastructure, but merely a limited right of common user and enjoyment thereof subject

to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto in the manner elsewhere herein mentioned. **It is clarified that** the final Broad Infrastructure shall be determined by the Promoter in due course of time, to which the Allottee hereby consents.

All of the said Broad Infrastructure are presently proposed or intended to be under the management control and charge of the Promoter initially and upon the projects at the said Nearby Properties being developed, the Promoter intends (without being obliged) to hand over such management control and charge thereof to the Association of Allottees of the either of the projects at the said Premises or the Nearby Properties; Alternately, the Promoter shall be entitled to have a single association / maintenance body for both / all the developments together, if permissible.

It is expressly agreed understood and made clear that all or some of the elements of Broad Infrastructure may be created and installed after delivery of possession of the said Unit to the Allottee.

4. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the 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.

5. **USAGE**

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

6. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 6.1 The Allottee shall, from the date of possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment, and keep the 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.

6.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

## 7. **OTHER PROVISIONS:**

7.1 The Allottee shall not in any manner cause any objection obstruction interference hindrances or interruption at any time hereafter in the construction or completion of construction of the Project / Housing Complex / Buildings or other parts of the said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) or the Nearby Properties nor do anything whereby the construction or development of the Housing Complex / Buildings and the Said Premises or the Nearby Properties or the sale or transfer of the other Units in the Said Premises or the Nearby Properties is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any neglect, default or act matter or deed of the Allottee, the Promoter is restrained from construction at the Said Premises or the Nearby Properties and/or transferring and disposing of the other units / apartments / saleable spaces and rights in the Housing Complex / Buildings or the Said Premises or the Nearby Properties then and in that event without prejudice to such other rights the Promoter and/or the Land Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Land Owners, as also the Land Owners of the Nearby Properties for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by them or any of them.

7.2. Save the said Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other flats / units and spaces or store-rooms or constructed areas or parking spaces at the said Premises or the Buildings / Blocks thereat.

7.3 Without prejudice to the aforesaid, in particular the Allottee admit and acknowledge the fact that certain flats may have the exclusive open to sky Terrace / Gardens attached to their respective flats and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.

- 7.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 7.5 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 7.6 The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings / Blocks at the said Premises and also the covered spaces in the Buildings / Blocks (including parking spaces but not the one expressly provided for to the Allottee under these presents) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.
- 7.7 Save the said Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 7.8 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Land Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Buildings / Blocks 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 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 and the Allottee's share in various matters, including in Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Land Owners (as per arrangement between

them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 7.9 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or allottees of adjoining / contiguous properties on such terms as be agreed by and between the Promoter and the owners of such adjoining / contiguous properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 7.10 The Promoter may already have or in future, in its absolute discretion, shall also be entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous / in close vicinity to the existing property, including those properties for which the Promoter has / may have ownership / development rights thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of some or all of the Common Areas Installations and Facilities in the said Premises / existing property.
- 7.11 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings / Blocks or any of them or any part thereof and also to install and/or permit any person to install any private generator or other equipment / installation at any portion of the said Premises and/or the Buildings / Blocks on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 7.12 The Allottee shall have no connection whatsoever with the allottees / purchasers / buyers of the other units / apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 7.13 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the

consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

- 7.14 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 or any part / phase thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, 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 and/or the Land Owners shall not be liable therefor in any manner and the Allottee and the other Allottees shall keep the Promoter and the Land Owners fully indemnified with regard thereto;
- 7.15 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Housing Complex or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 7.16 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the Allottee thereof.
- 7.17 The Project / Housing Complex at the said Premises shall bear the name "**MAYUKKH**" unless changed by the Promoter from time to time in its absolute discretion.
- 7.18 The paragraph headings do not form a part of these presents and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Sale Deed at \_\_\_\_\_ 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 :**

**SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:**

**WITNESSES TO ALL THE ABOVE:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Drafted by:

Advocate  
High Court Calcutta

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

**All Those** the pieces and parcels of land, containing an aggregate area of **3(three) Bighas 5(five) Chittacks 15(fifteen) Square Feet** more or less (out of which 2(two) Bighas 10(ten) Cottahs 8(eight) Chittacks more or less is owned by the First Land Owners, 6(six) Cottahs 2(two) Chittacks more or less is owned by the Second Land Owner and 3(three) Cottahs 11(eleven) Chittacks 15(fifteen) Square Feet more or less is owned by the Third Land Owner) situate lying at and being a divided and demarcated portion of **L.R.Dag No.664**, corresponding R.S. Dag No.585, ( recorded in **L.R.Khatian Nos. 3449, 3450, 3453, 3474, 3448, 3454, 3452, 3451, 1181, 2542, 2544**); in Mouza Ramchandrapore, J.L. No.58, Touzi No.114, under Police Station-Narendrapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, Pin700103, West Bengal.

The said Premises is butted and bounded as follows:

**On the North** : By R.S. Dag No. 1561(p);  
**On the East** : By R.S. Dag No. 584 & 585(p);  
**On the South** : By Road; and  
**On the West** : By Road;

**Or Howsoever Otherwise** the same now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described and/or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:****(UNIT)**

**All That** the Residential **Flat / Apartment bearing No.** \_\_\_\_\_ containing a **Carpet Area** of \_\_\_\_\_ **Square Feet {Built-up Area** whereof being \_\_\_\_\_ **Square Feet** [inclusive of the area of the balcony(ies) / verandah(s)] on the \_\_\_\_\_ of **Block No.** \_\_\_\_\_ of the Housing Complex "**MAYUKKH**" as defined in **clause (vi) of Annexure A** at the said Premises described in the **First Schedule** hereunder written and shown in the **Plan** annexed hereto, duly bordered thereon in "**Red**", **with** exclusive right to use the attached open space measuring \_\_\_\_\_ Sq. Ft. as garden, which is shown in the **Plan** annexed hereto, duly bordered thereon in "**Blue**".

**With** right to park \_\_\_\_\_ **motor car/s** in the covered space in the **Ground Floor** of the Housing Complex / Open Compound of the said Premises, as shown in the **Plan** annexed hereto, duly bordered thereon in "\_\_\_\_\_".

**With** right to park \_\_\_\_\_ **two-wheeler/s** in the covered space (measuring \_\_\_\_\_ meters by \_\_\_\_\_ meter i.e. not exceeding \_\_\_\_\_ Square Feet) in the **Ground Floor** of the Housing Complex / Open Compound of the said Premises, as shown in the **Plan** annexed hereto, duly bordered thereon in "\_\_\_\_\_".

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Areas and Installations)**

- a) Land comprised in the said Premises.
- b) Entrance Lobby in the ground floor of each of the Block.
- c) Staircases, lobbies and landings of all the Blocks.
- d) Ultimate roof(s) of the Blocks with overhead water tanks and distribution pipes therefrom to the Units.
- e) Meter rooms of all blocks
- f) Roof / any structures built on the roof of all blocks
- g) For each block there will be lift/s along with lift shaft/s and the lobby(ies) in front of it on typical floors and with lift machine room/s (if any), as per sanctioned plan.
- h) Each block shall have concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
- i) Requisite arrangement of Intercom/ EPABX with connections to each individual flat from the reception in the ground floor of each block.
- j) Water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different units in each block
- k) 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 Project

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Common Expenses)**

- 1. Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
- 2. Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
- 3. Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
- 4. Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
- 5. Maintenance:** All costs and expenses for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
- 6. Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fire-fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.

7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.
12. **Broad Infrastructure:** Proportionate share of all expenses pertaining to Broad Infrastructure, including those on account of various heads stated earlier in this Schedule.

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

**Title of First Land Owners:**

- (i). That Betoxy Organics (India) Private Limited was seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner amongst other properties to **All That** the piece or parcel of land containing an area of **2 (two) Bighas10(ten) Cottahs 8(eight) Chittacks** more or less situate lying at and being a divided and demarcated part or portion of **L.R.Dag No.664** corresponding to R.S. **Dag No.585**, recorded under **L.R.KhatianNo.1181** corresponding to **Khatian No.763** in MouzaRamchandrapore, J.L. No.58, Touzi No.114, under Police Station-Sonarapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarapur, (hereinafter referred to as "the **LARGER PROPERTY**") under and by virtue of a Deed of Sale dated 28<sup>th</sup> June 1999 made between the (1) (Smt.) Kalpana Banerjee, (2) (Smt.) Alpana Banerjee, (3) (Smt.) Aruna Banerjee, (4) (Smt.) Eti Bhattacharya and (5) Prasanta Chatterjee as the Vendors and Betoxy Organics (India) Private Limited, as the Purchaser and registered in the office of District Sub- Registrar-IV Alipur, South 24 Parganas and recorded in Book No.I Volume No.74 Pages 137 to 150 Being No.2767 for the year 1999, absolutely and forever.
- (ii). By a Development Agreement dated 8<sup>th</sup> June 2018 and registered in the office of District Sub Registrar-IV, South 24 Parganas, in Book No.1 Volume No.1604-2018 Pages 132107to 132151Being No.**160404545** for the year 2018, made between the Betoxy Organics (India) Private Limited therein referred to as the Land Owner of the One Part and **Mani Enclave Private Limited**, therein referred to as the Developer of the Other Part, the said Betoxy Organics (India) Private Limited had granted exclusive right to the said Developer to develop and exploit commercially **All That** the piece or parcel of land containing an area of **2 (two) Bighas10(ten) Cottahs 8(eight) Chittacks** more or less situate lying at and being a divided and demarcated part or portion of **L.R.Dag No.664**

corresponding to R.S. **Dag No.585**, recorded under **L.R.KhatianNo.1181** corresponding to **Khatian No.763** in MouzaRamchandrapur, J.L. No.58, Touzi No.114, under Police Station-Sonarapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, by constructing new building or buildings thereat for mutual benefit and for the consideration and on the terms and conditions therein contained.

- (iii) That by a Deed of Conveyance dated 27<sup>th</sup> June, 2018 made between the Betoxy Organics (India) Private Limited therein referred to as Vendor of the One Part and Cloudzone Builders Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1901-2018, Pages 206380 to 206412 Being No.190105008 for the year 2018, the said Betoxy Organics (India) Private Limited, subject to the said Development Agreement, for the consideration therein mentioned did thereby grant sell convey transfer assign and assure unto and to the said Cloudzone Builders Private Limited **All That an undivided 11% (eleven percent) share** in the said Larger Property {equivalent to 5 (five) Cottahs 8 (eight) Chittacks 40 (forty) Square feet of land and 550 square feet of sheds and structures}, comprised in **L.R Dag No.664** corresponding to **R.S. Dag No.585**, recorded in **L.R. Khatian No.1181** (in the name of Betoxy Organics (India) Private Limited), in **Mouza Ramchandrapore**, J.L. No.58, under Police Station-Sonarapur, Touzi No.114, in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, absolutely and forever.
- (iv). That by another Deed of Conveyance dated 27<sup>th</sup> June, 2018 made between the Betoxy Organics (India) Private Limited therein referred to as Vendor of the One Part and Subhlife Promoter Private Limited therein referred to as the Purchaser of the Other Part and registered with Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1901-2018, Pages 206413 to 206446 Being No.190105009 for the year 2018, the said Betoxy Organics (India) Private Limited, subject to the said Development Agreement, for the consideration therein mentioned did thereby grant sell convey transfer assign and assure unto and to the said Subhlife Promoter Private Limited **All That an undivided 11% (eleven percent) share** in the said Larger Property {equivalent to 5 (five) Cottahs 8 (eight) Chittacks 40 (forty) Square feet of land and 550 square feet of sheds and structures}, comprised in **L.R Dag No.664** corresponding to **R.S. Dag No.585**, recorded in **L.R. Khatian No.1181** (in the name of Betoxy Organics (India) Private Limited), in **Mouza Ramchandrapore**, J.L. No.58, under Police Station-Sonarapur, Touzi No.114, in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, absolutely and forever.
- (v). That by another Deed of Conveyance dated 10<sup>th</sup> October, 2018 made between the Betoxy Organics (India) Private Limited therein referred to as Vendor of the One Part and Roopmahal Apartment Private Limited therein referred to as the Purchaser of the Other Part and registered with Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1901-2018, Pages 340321 to 340353 Being No.190108055 for the year 2018, the said Betoxy Organics (India) Private Limited, subject to the said Development Agreement, for the consideration therein mentioned did thereby grant sell convey transfer assign and assure unto and to the said Roopmahal Apartment Private Limited **All**

**That an undivided 11% (eleven percent) share** in the said Larger Property {equivalent to 5 (five) Cottahs 8 (eight) Chittacks 40 (forty) Square feet of land and 550 square feet of sheds and structures}, comprised in **L.R Dag No.664** corresponding to **R.S. Dag No.585**, recorded in **L.R. Khatian No.1181** (in the name of Betoxy Organics (India) Private Limited), in **Mouza Ramchandrapore**, J.L. No.58, under Police Station-Sonarpur, Touzi No.114, in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, absolutely and forever.

- (vi). That by another Deed of Conveyance dated 10<sup>th</sup> October, 2018 made between the Betoxy Organics (India) Private Limited therein referred to as Vendor of the One Part and Mani Enclave Builder Private Limited therein referred to as the Purchaser of the Other Part and registered with Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1901-2018, Pages 340421 to 340452 Being No.190108057 for the year 2018, the said Betoxy Organics (India) Private Limited, subject to the said Development Agreement, for the consideration therein mentioned did thereby grant sell convey transfer assign and assure unto and to the said Mani Enclave Builder Private Limited **All That an undivided 11% (eleven percent) share** in the said Larger Property {equivalent to 5 (five) Cottahs 8 (eight) Chittacks 40 (forty) Square feet of land and 550 square feet of sheds and structures}, comprised in **L.R Dag No.664** corresponding to **R.S. Dag No.585**, recorded in **L.R. Khatian No.1181** (in the name of Betoxy Organics (India) Private Limited), in **Mouza Ramchandrapore**, J.L. No.58, under Police Station-Sonarpur, Touzi No.114, in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, absolutely and forever.
- (vii). That by another Deed of Conveyance dated 14<sup>th</sup> December, 2018 made between the Betoxy Organics (India) Private Limited therein referred to as Vendor of the One Part and Saarthak Srimal therein referred to as the Purchaser of the Other Part and registered with Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1901-2019, Pages 43170 to 43199 Being No.190100829 for the year 2019, the said Betoxy Organics (India) Private Limited, subject to the said Development Agreement, for the consideration therein mentioned did thereby grant sell convey transfer assign and assure unto and to the said Saarthak Srimal **All That an undivided 11% (eleven percent) share** in the said Larger Property {equivalent to 5 (five) Cottahs 8 (eight) Chittacks 40 (forty) Square feet of land}, comprised in **L.R Dag No.664** corresponding to **R.S. Dag No.585**, recorded in **L.R. Khatian No.1181** (in the name of Betoxy Organics (India) Private Limited), in **Mouza Ramchandrapore**, J.L. No.58, under Police Station-Sonarpur, Touzi No.114, in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, absolutely and forever.
- (viii) That by another Deed of Conveyance dated 14<sup>th</sup> December, 2018 made between the Betoxy Organics (India) Private Limited therein referred to as Vendor of the One Part and (Smt.) Kahini Srimal therein referred to as the Purchaser of the Other Part and registered with Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1901-2019, Pages 43081 to 43110 Being No.190100826 for the year 2019, the said Betoxy Organics (India) Private Limited, subject to the said Development Agreement, for the consideration therein mentioned did thereby grant sell convey transfer assign and

assure unto and to the said (Smt.) KahiniSrima**All That an undivided11% (eleven percent) share** in the said Larger Property{equivalent to 5 (five) Cottahs 8(eight) Chittacks 40 (forty) Square feet of land}, comprised in **L.R Dag No.664** corresponding to **R.S. Dag No.585**, recorded in **L.R. Khatian No.1181** (in the name of Betoxy Organics (India) Private Limited), in **MouzaRamchandrapore**, J.L. No.58, under Police Station-Sonarapur, Touzi No.114, in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarapur, absolutely and forever.

- (ix). That by a Deed of Conveyance dated 14<sup>th</sup> December, 2018 made between the Betoxy Organics (India) Private Limited therein referred to as Vendor of the One Part and Ms. SnehaBhuratherein referred to as the Purchaser of the Other Part and registered with Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1901-2019, Pages 43111 to 43139 Being No.190100827 for the year 2019, the said Betoxy Organics (India) Private Limited, subject to the said Development Agreement, for the consideration therein mentioned did thereby grant sell convey transfer assign and assure unto and to the said Ms. SnehaBhura**All That an undivided11% (eleven percent) share** in the said Larger Property{equivalent to 5 (five) Cottahs 8(eight) Chittacks 40 (forty) Square feet of land }, comprised in **L.R Dag No.664** corresponding to **R.S. Dag No.585**, recorded in **L.R. Khatian No.1181** (in the name of Betoxy Organics (India) Private Limited), in **MouzaRamchandrapore**, J.L. No.58, under Police Station-Sonarapur, Touzi No.114, in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarapur, absolutely and forever.
- (x). That by a Deed of Conveyance dated 14<sup>th</sup> December, 2018 made between the Betoxy Organics (India) Private Limited therein referred to as Vendor of the One Part and ShuvamBhuratherein referred to as the Purchaser of the Other Part and registered with Additional Registrar of Assurances-I, Kolkata in Book No.1, Volume No.1901-2019, Pages 43140 to 43169 Being No.190100828 for the year 2019, the said Betoxy Organics (India) Private Limited, subject to the said Development Agreement, for the consideration therein mentioned did thereby grant sell convey transfer assign and assure unto and to the said ShuvamBhura**All That an undivided11% (eleven percent) share** in the said Larger Property{equivalent to 5 (five) Cottahs 8(eight) Chittacks 40 (forty) Square feet of land}, comprised in **L.R Dag No.664** corresponding to **R.S. Dag No.585**, recorded in **L.R. Khatian No.1181** (in the name of Betoxy Organics (India) Private Limited), in **MouzaRamchandrapore**, J.L. No.58, under Police Station-Sonarapur, Touzi No.114, in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarapur, absolutely and forever.
- (xi). In the facts aforesaid, the said Betoxy Organics (India) Private Limited is now seized and possessed of and/or otherwise well and sufficiently entitled as the sole and absolute owner amongst other properties to **All That an undivided12% (Twelve percent) share** in the said Larger Property{equivalent to 6 (six) Cottahs 9(nine) Chittacks 27 (twenty seven) Square feet of land} comprised in **L.R Dag No.664** corresponding to **R.S. Dag No.585**, recorded in **L.R. Khatian No.1181** (in the name of Betoxy Organics (India) Private Limited), in **MouzaRamchandrapore**, J.L. No.58, under Police Station-Sonarapur, Touzi No.114, in the District South 24 Parganas, Under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarapur.

- (xii) Subsequently, the said Cloudzone Builders Private Limited, Roopmahal Apartment Private Limited, Mani Enclave Builder Private Limited, (Smt.) Kahini Srimal, (Miss) Sneha Bhura, Shuvam Bhura, Saarthak Srimal and Subhlife Promoter Private Limited, got their names mutated as the owners of the said Properties/ said Premises in the L.R. Records of Rights under **L.R.Khatian Nos.3449, 3450, 3453, 3448, 3454, 3452, 3451 & 3474** respectively.

**II. Title of Second Land Owner:**

- (i) That by a Deed of Sale dated 27<sup>th</sup> day of March 1991, made between the said Sambhu Nath Chattopadhyay as the Vendor and one one Srimati Gouri Sarkar as the Purchaser and registered in the office of Additional District Registrar, Sonarpur, South 24 Parganas in Book No.I Volume No.19 Pages 191 to 195 Being No.1972 for the year 1991, the said Sambhu Nath Chattopadhyay for the consideration mentioned therein sold transferred, granted and conveyed unto and to the said Srimati Gouri Sarkar, **All That** the piece or parcel of land containing an area of **7(seven) Cottahs 8(eight) Chittacks** more or less situate lying at and being a divided and demarcated portion of **R.S.Dag Nos.584 (1 Cottah 6 Chittacks) & 585 (6 Cottahs 2 Chittacks)**, recorded under **Khatian No.763** in Mouza Ramchandrapur, J.L. No.58, Touzi No.114, under Police Station-Sonarpur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat-I, Sub-Registration Office ADSR Sonarpur, absolutely and forever.
- (ii) That the said Srimati Gouri Sarkar died on 22<sup>nd</sup> day of July ,1997, leaving behind her only daughter Smt. Ratnabali Mitra as her sole legal heir and executor and after the demise of her mother she has obtained the property left by her demised mother and enjoyed the same free from all encumbrances after paying necessary taxes to the local authority.
- (iii) Subsequently, by a Deed of Sale dated 30<sup>th</sup> July 2002 made between the said Smt.Ratnabali Mitra as the Vendor and Rabindra Srimal as the Purchaser and registered in the office of District Sub-Registrar-IV, South 24 Parganas at Alipore, in Book No.1 ,Volume No.117 Pages No.83 to 96 Being No.4775 for the year 2002, the said Smt.Ratnabali Mitra for the consideration mentioned therein sold transferred, granted and conveyed unto and to the said Rabindra Srimal, **All That** the piece or parcel of land containing an area of **7(seven) Cottahs 8(eight) Chittacks** more or less situate lying at and being a divided and demarcated portion of **R.S.Dag Nos.584 (1 Cottah 6 Chittacks) & 585 (6 Cottahs 2 Chittacks)**, recorded under **Khatian No.763** in Mouza Ramchandrapur, J.L. No.58, Touzi No.114, under Police Station-Sonarpur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat-I, Sub-Registration Office ADSR Sonarpur, absolutely and forever.
- (iv) Subsequently, the said **Rabindra Srimal** got his name mutated as the owner of the said land in the L.R. Records of Rights under **L.R.Khatian No.2542**.

**III. Title of Third Land Owner:**

- (i) That by a Deed of Sale dated 27<sup>th</sup> March 1991 made between the said Sambhu Nath Chattopadhyay as the Vendor and one Smt.Ratnabali Mitra as the Purchaser and registered in the office of Additional District Sub Registrar, Sonarpur, South 24

Parganas in Book No.I Volume No.20 Pages 6 to 10 Being No.1970 for the year 1991, the said SambhuNathChattopadhyayfor the consideration mentioned therein sold transferred, granted and conveyed unto and to the said Smt.RatnabaliMitra, **All That** the piece or parcel of land containing an area of **7(seven) Cottahs 4(four) Chittacks**more or less situate lying at and being a divided and demarcated portion of **R.S.Dag Nos.584 (3 Cottahs 8 Chittacks 30 square feet) & 585 (3 Cottahs 11 Chittacks 15 square feet)**, recorded under **R.S.Khatian No.881** in MouzaRamchandrapur, J.L. No.58, Touzi No.114, under Police Station-Sonarpur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat-I, Sub-Registration Office ADSR Sonarpur, absolutely and forever.

- (ii) Subsequently, by a Deed of Sale dated 30<sup>th</sup> July 2002 made between the said Smt.RatnabaliMitra as the Vendor and AnupBhuraas the Purchaser and registered in the office of District Sub-Registrar-IV, South 24 Parganas at Alipore, in Book No.1 ,Volume No.117 Pages No.97 to 108 Being No.4776 for the year 2002, the said Smt.RatnabaliMitrafor the consideration mentioned therein sold transferred, granted and conveyed unto and to the said AnupBhora, **All That** the piece or parcel of land containing an area of **7(seven) Cottahs 4(four) Chittacks**more or less situate lying at and being a divided and demarcated portion of **R.S.Dag Nos.584 (3 Cottahs 8 Chittacks 30 square feet) & 585 (3 Cottahs 11 Chittacks 15 square feet)**, recorded under **R.S.Khatian No.881** in MouzaRamchandrapur, J.L. No.58, Touzi No.114, under Police Station-Sonarpur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat-I, Sub-Registration Office ADSR Sonarpur, absolutely and forever.
- (iii) Subsequently, the said Dag No.585 was renumbered as L.R Dag No.664 and the said Dag No.584 was renumbered as L.R Dag No.666 and the said **AnupBhuragot** his name mutated as the owner of the said land in the L.R. Records of Rights under **L.R.KhatianNo.2544**.

#### **IV. Development Agreements:**

- (i) By a Development Agreement dated 8<sup>th</sup> June 2018 and registered in the office of District Sub Registrar-IV, South 24 Parganas, in Book No.1 Volume No.1604-2018 Pages 132107to 132151Being No.**160404545** for the year 2018, made between theBetoxy Organics (India) Private Limitedtherein referred to as the Land Owner of the One Part and **Mani Enclave Private Limited**,therein referred to as the Developer of the Other Part, the said Betoxy Organics (India) Private Limitedhad granted exclusive right to the said Developer to develop and exploit commercially **All That** the piece or parcel of land containing an area of **2 (two) Bighas10(ten) Cottahs 8(eight) Chittacks**more or less situate lying at and being a divided and demarcated part or portion of **L.R.Dag No.664** corresponding to R.S. **Dag No.585**, recorded under **L.R.KhatianNo.1181** corresponding to **Khatian No.763** in MouzaRamchandrapur, J.L. No.58, Touzi No.114, under Police Station-Sonarpur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, by constructing new building or buildings thereat for mutual benefit and for the consideration and on the terms and conditions therein contained.

(ii) By a Development Agreement dated 5<sup>th</sup> October 2018 and registered in the office of District Sub Registrar-IV, South 24 Parganas, in Book No.1 Volume No.1604-2019 Pages **11202 to 11248** Being No.**160400340** for the year 2019, made between the **Rabindra Simal** and **AnupBhura** therein referred to as the Land Owner of the One Part and **Mani Enclave Private Limited**, therein referred to as the Developer of the Other Part, the said **Rabindra Simal** and **AnupBhura** had granted exclusive right to the said Developer to develop and exploit commercially **Firstly All That** the piece or parcel of land, containing an area of **7(seven) Cottahs 8(eight) Chittacks** more or less situate lying at and being a divided and demarcated part or portion of **L.R.Dag Nos.666 & 664** corresponding to **R.S.Dag Nos.584 & 585** recorded under **L.R.Khatian No.2542** [in the name of Sri Rabindra Simal] in Mouza Ramchandrapur, J.L. No.58, Touzi No.114, under Police Station-Sonarapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat-I, Sub-Registration Office ADSR Sonarapur, **which is owned by Sri Rabindra Simal And** **Secondly All That** the piece or parcel land, containing an area of **7(seven) Cottahs 4(four) Chittacks** more or less situate lying at and being a divided and demarcated part or portion of **L.R.Dag No.666 & 664** corresponding to **R.S.Dag Nos.584 & 585** recorded under **L.R.Khatian No.2544** [in the name of Sri AnupBhura] in Mouza Ramchandrapur, J.L. No.58, Touzi No.114, under Police Station-Sonarapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat-I, Sub-Registration Office ADSR Sonarapur, by constructing new building or buildings thereat for mutual benefit and for the consideration and on the terms and conditions therein contained

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**(Broad Infrastructure)**

- a) Entrance and exit gates of the said Premises.
- b) Landscaped Paths passages and driveways in the said Premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its exclusive use.
- c) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump.
- d) Boundary Walls
- e) Security Room
- f) CCTV Camera systems at the ground floor of each block and club
- g) Driver's seating area
- h) Toilets at ground floor
- i) Provision for Fire fighting system and fire pump room
- j) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different blocks/units
- k) Underground water reservoir with a pump installed thereat.
- l) Ion removal plant

- m) Water waste and sewerage evacuation pipes from the Units of each block to drains and sewers common to the Project / Housing Complex and from there to the panchayat / municipal drain.
- n) Requisite arrangement of Intercom/ EPABX with connections to each individual flat from the reception in the ground floor.
- o) Residents' Club with following facilities
  - Gymnasium
  - Indoor Play Area / Games Room
  - Swimming Pool at podium level and Male & Female Changing Room
  - Toddlers Play Area at the Podium level
  - Air-conditioned Community Hall
  - Library
  - Green landscaped area at the Podium Level
  - Barbeque at the Podium Level
- p) Transformer and electrical sub station and all appurtenant fixtures gadgets wirings etc.,
- q) Septic Tank
- r) Underground Water Reservoir and pipes / lines connecting to Blocks (including at Nearby Properties)
- s) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Broad Infrastructure of the Project

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**  
**(Easements)**

1. The Allottee shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Promoter and the Land Owners and/or the other occupiers of the said Project and the Maintenance In-Charge the rights easements quasi easements privileges and appurtenances hereinafter morefully and particularly setforth in the **Eighth Schedule** hereto.
2. The right of access and way in common with the Promoter and the Land Owners and/or other occupiers of the said Project at all times and for all normal lawful purposes connected with the use and enjoyment of the common areas and installations.
3. The right of way in common as aforesaid at all times and for all purposes connected with reasonable use and enjoyment of the said Unit **Provided Always** and it is hereby declared that nothing herein contained shall permit the Allottee or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Promoter and the Land Owners and/or other occupiers of the said Project and the Maintenance In-charge entitled to such way as aforesaid.

4. The right of protection of the said Unit by and from all parts of the Building so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the Building so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Allottee with or without workmen and necessary materials to enter from time to time upon the other parts of the Project for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing or cleaning any part or parts of the Building and the Common Areas and Installations insofar as such rebuilding repairing replacing or cleaning 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 his intention so to enter to the Promoter and/or Maintenance-In-Charge and/or the occupier affected thereby.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO :**

**(Easements excepted out of the sale and reserved for the Promoter and the Land Owners and persons deriving title through or under the Promoter and the Land Owners)**

The undermentioned rights easements quasi easements and privileges appertaining to the Premises shall be excepted and reserved for the Promoter and the Land Owners and/or the Maintenance In-charge and/or the other occupiers of the Project:

1. The right of access and way in common with the Allottee and/or other person or persons entitled to the other part or parts of the Project and the Premises at all times and for all purposes connected with the use and enjoyment of the common areas installations and facilities.
2. The right of flow in common with the Allottee and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Project and the Premises through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the Project and the Premises as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project and the Premises.
3. The right of protection of other part or parts of the Building / Project and the Premises by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Allottee 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 and the Premises.

5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid provided always that except in emergent situation the Promoter, the Land Owners, the Maintenance-In-Charge and the occupiers of other part or parts of the Project shall give to the Allottee a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

**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 means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.
- iv) **SECTION** shall means a section of the Act.
- v) **SAID PREMISES** shall mean **All Those** the pieces and parcels of land, containing an aggregate area of **3(three) Bighas 5(five) Chittacks 15(fifteen) Square Feet** more or less (out of which 2(two) Bighas 10(ten) Cottahs 8(eight) Chittacks more or less is owned by the First Land Owners, 6(six) Cottahs 2(two) Chittacks more or less is owned by the Second Land Owner and 3(three) Cottahs 11(eleven) Chittacks 15(fifteen) Square Feet more or less is owned by the Third Land Owner) situate lying at and being a divided and demarcated portion of **L.R.Dag No.664**, corresponding R.S. Dag No.585, ( recorded in **L.R.Khatian Nos. 3449, 3450, 3453, 3474, 3448, 3454, 3452, 3451, 1181, 2542, 2544**, in Mouza Ramchandrapore, J.L. No.58, Touzi No.114, under Police Station-Narendrapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, Pin-700103, West Bengal, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
- vi) **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean and include the housing complex named "**Mayukkh**", for the time being consisting of 5 (five) Blocks, , constructed by the Promoter at the said Premises, containing several independent and self contained flats, parking spaces and other constructed areas, with liberty to the Promoter to modify and/or expand / extend and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same.
- vii) **ALLOTTEES /CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or have agreed to purchase from the Promoter and taken possession of any Unit in the Housing Complex including the Land Owners and/or the Promoter for those units and other constructed spaces not alienated by the Promoter and/or Land Owners and/or reserved and/or retained by the Promoter and/or the Land Owners for their own exclusive use and/or not sold by the Land Owners or the Promoter.
- viii) **COMMON AREAS AND INSTALLATIONS** shall mean the common areas installations and facilities in and for the said Premises mentioned and specified in

the **THIRD SCHEDULE** and expressed by the Promoter for common use and enjoyment of the Co-owners, Subject to such variations or relocations as the Promoter may from time to time make therein.

**It is clarified that** the Common Areas and Installations shall not include the parking spaces, exclusive terraces (if any) at different floor levels attached to any particular flat or flats, exclusive greens / gardens (if any) attached to any particular flat or flats and other open and covered spaces at the Premises and the Buildings which the Promoter / Land Owners may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Land Owners shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents And wherever the context so permits or intends shall include the Broad Infrastructure to be used in common in terms of Clause (3) aforesaid.

ix) **NEARBY PROPERTIES** shall mean the following properties, development rights whereof are presently with the Promoter:

- a) **Land measuring** 1(one) Cottahs6(six) Chittacks more or less comprised in **Dag No.584** in the said MouzaRamchandrapore, J.L. No.58, Touzi No.114, under Police Station-Narendrapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, South 24 Parganas, Pin- 700103, West Bengal - **which is presently owned by the Land Owner No.2** herein;
- b) **Land measuring** 3(three) Cottahs8(eight) Chittacks 30(thirty) square feetmore or less **comprised in Dag No.584** in the said MouzaRamchandrapore, J.L. No.58, Touzi No.114, under Police Station-Narendrapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, Pin- 700103, South 24 Parganas, West Bengal - **which is presently owned by the Land Owner No.3** herein;
- c) **Land measuring** 6(six) Cottahs12(twelve) Chittacks39(thirty nine) square feetmore or less comprised in Dag No.585in the said MouzaRamchandrapore, J.L. No.58, Touzi No.114, under Police Station-Narendrapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, Pin- 700103, South Parganas, West Bengal - which is presently owned by KajliSrimal, wife of Sri RabindraSrimal, by occupation- Housewife, residing at PS Magnum, Block 4, Flat No. 1B, Kaikhali, VIP Road, P.O. – Airport, P.S.- Baguiati, Kolkata – 700052;
- d) Land measuring 2(two) Cottahs15(fifteen) Chittacks23(twenty three) square feetmore or lesscomprised in Dag No.584 and 4(four) Cottahs3(three) Chittacks 32(thirty two) square feetmore or lesscomprised in Dag No.585in the said MouzaRamchandrapore, J.L. No.58, Touzi No.114, under Police Station-Narendrapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, Pin- 700103, South 24 Parganas, West Bengal - which is presently owned

- by Smt. Amita Bhura, wife of Sri Anup Bhura, residing at 48A, Badridas Temple Street, P.O. Shyambazaar, P.S.- Maniktala, Kolkata – 700004; and
- e) Land measuring 3(three) Cottahs 9(nine) Chittacks 10(ten) square feet more or less comprised in Dag No.584 and 3(three) Cottahs 10(ten) Chittacks more or less comprised in Dag No.585 in the said Mouza Ramchandrapore, J.L. No.58, Touzi No.114, under Police Station-Narendrapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, Pin- 700103, West Bengal - which is presently owned by Sri Anup Bhura HUF, represented by Karta Mr. Anup Bhura, 48A, Badridas Temple Street, P.O. Shyambazaar, P.S.- Maniktala, Kolkata – 700004;
- f) Land measuring 10 Dec.(equivalent to 6(six) Cottahs 36(thirtysix) square feet more or less **comprised in Dag No.584** and 10.36 Dec. (equivalent to 6(six) Cottahs 4(four) Chittacks 12 (twelve) square feet more or less **comprised in Dag No.585** in the said Mouza Ramchandrapore, J.L. No.58, Touzi No.114, under Police Station-Narendrapur, in the District South 24 Parganas, under Ban Hooghly Gram Panchayat, Sub-Registration Office ADSR Sonarpur, Pin- 700103, West Bengal - which is presently owned by (1) Smt. Kajli Srimal, wife of Sri Rabindra Srimal, by occupation- Housewife, residing at PS Magnum, Block 4, Flat No. 1B, Kaikhali, VIP Road, P.O. – Airport, P.S.- Baguiati, Kolkata – 700052; (2) Smt. Amita Bhura, wife of Sri Anup Bhura, by occupation- Housewife, (3) Sri Anup Bhura, son of late G.C. Bhura, by occupation – Business, (2)&(3) are residing at 48A, Badridas Temple Street, P.O. Shyambazaar, P.S.- Maniktala, Kolkata – 700004; (4) Sri Rabindra Srimal, son of late Kantilal Srimal, by occupation – Business, residing at P.S. Magnum, Block- 4, Flat No. 1B, Kaikhali, VIP Road, P.O. Airport, P.S. Baguiati, Kolkata – 700004; (5) M/S Anup Bhura (HUF), represented by Karta Mr. Anup Bhura, 48A, Badridas Temple Street, P.O. Shyambazaar, P.S.- Maniktala, Kolkata – 700004

- x) **BROAD INFRASTRUCTURE** shall mean those areas installations facilities and amenities which are proposed to be serving and for common use and enjoyment of the said Premises and the said Nearby Properties, details whereof are mentioned in the **Seventh Schedule**.

The Allottee shall not have any proportionate share or interest in the said Broad Infrastructure, but merely the right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of common expenses pertaining thereto in the manner elsewhere herein mentioned. **It is clarified that** the final Broad Infrastructure shall be determined by the Promoter in due course of time, to which the Allottee hereby consents.

All of the said Broad Infrastructure are presently proposed or intended to be under the management control and charge of the Promoter initially and upon the project at the said Nearby Properties being developed, the Promoter intends (without being obliged) to hand over such management control and charge thereof to the Association of Allottees of the either of the projects at the said Premises or the Nearby Properties; Alternately, the Promoter shall be entitled to have a single

association / maintenance body for both / all the developments together, if permissible.

It is expressly agreed understood and made clear that all or some of the elements of Broad Infrastructure may be created and installed after delivery of possession of the said Unit to the Allottee and they hereby agree not to raise objection for the same

- xi) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Housing Complex and in particular the Common Areas and Installations and rendition of common services in common to the co-owners of the Housing Complex and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Co-owners, alongwith a proportionate share of all expenses pertaining to Broad Infrastructure.
- xii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Co-owners in the Housing Complex for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- xiii) **UNITS** shall mean the independent and self-contained flats / apartments and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Housing Complex at the said Premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / store room(s) and/or Parking right(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective flats and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto.
- xiv) **PARKING SPACES** shall mean covered parking spaces in or portions of the Ground floor of the Buildings / Blocks at the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises and also the multi level mechanical parking system (if installed) as expressed or intended by the Promoter at its sole discretion for parking of motor cars, two wheelers and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack car parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that

shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required).

- xv) **CARPET AREA** according to the context shall mean the 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;
- xvi) **BUILT-UP AREA** according to the context shall mean and include the carpet area of any unit in the Housing Complex and the area of the balconies / verandah therein and/or attached thereto and shall include the thickness of the external walls and columns and pillars and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.), if any, therein **PROVIDED THAT** if any wall or column or pillar 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.
- xvii) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall have the following meaning:

The proportionate share of the Allottee in the Common Areas and Installations shall be the proportion in which the Built-Up Area of the said Unit may bear to the Built-Up Area of all the Units in the said Premises.

**PROVIDED THAT** where it refers to the share of the Allottee or any Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);

A proportionate share of all common expenses pertaining to the Broad Infrastructure shall be debited to the Project at the said Premises, and the same shall be borne paid shared and contributed by the Co-Owners / Unit-Holders of the Project at the said Premises.

- xviii) **SAID UNIT** shall mean the Residential Flat / Apartment No. \_\_\_\_ on the \_\_\_\_ side of the \_\_\_\_ floor of the \_\_\_\_ Block of the Buildings constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereabove writtenwith fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE**hereabove written **and wherever the context so permits** shall include the Allottee's proportionate undivided indivisible, variable, impartible share in the Common Areas and Installations attributable to the said Flat / Apartment **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated**SECOND SCHEDULE and further**

**wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Flat / Apartment if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive, unrestricted and absolute right to install VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof/s of the Buildings / Blocks and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive, unrestricted and absolute right to install Generator or any other equipment or installation at any portion of the said Premises and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE.**

xix) **DEVELOPMENT AGREEMENTS** shall mean the following Development Agreements:

- a) Development Agreement dated 8th June, 2018 registered with District Sub-Registrar IV, South 24 Parganas, in Book No. 1, CD Volume No. 1604-2018, Pages from 132107 to 132151 being No. 160404545 for the year 2018 entered into between the First Land Owners and the Promoter/Developer;
- b) Development Agreement dated 5th October, 2018 registered with District Sub-Registrar IV, South 24 Parganas, in Book No. 1, CD Volume No. 1604-2019, Pages from 11202 to 11248 being No. 160400340 for the year 2019 entered into between the Second Land Owner and the Third Land Owner and the Promoter/Developer. It is clarified that under this Development Agreement entered into by the Second Land Owner and the Third Land Owner with the Developer, there are other lands as well, which are not the subject matter of these presents and not forming part of the Project referred to in these presents;

xx) **ASSOCIATION / MAINTENANCE COMPANY** shall mean \_\_\_\_\_ registered under the \_\_\_\_\_ or any Association formed in accordance with the law or any Company incorporated under any provisions of the Companies Act, 2013 or any Syndicate Committee or Registered Society or any other Association of Persons of the Co-owners, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.

xxi) **MAINTENANCE IN-CHARGE** shall upon formation of the Association / Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association / Maintenance Company and till such time the Association / Maintenance Company is formed and

takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

- xxii) **PLAN** shall mean the plan for the time being sanctioned by the ZillaParishad on 27.09.2019 vide Building Plan No. 591/721/KMDA and by the Sonarpur Panchayat Samiti on 22.11.2019 vide Memo No. 841/SPS for construction of the Buildings at the said Premises and shall include plan for construction of additional floors / extended block/s, and shall include all sanctionable modifications thereof and/or additions or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Land Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors / extension of block/s as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations shall be and/or is likely to stand reduced.

It is expressly mentioned that additional floor(s) are proposed to be sanctioned on the presently sanctioned Blocks and also extension of one or more Blocks is proposed to be made and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. It is clarified that the foundation of the Blocks / Buildings have been planned to take the entire load of additional floors.

- xxiii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxiv) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxv) The expression **ALLOTTEE /PURCHASER** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
  - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators and/or successors;
  - (d) In case the Allottee be a company, then its successors or successors-in-office;

**MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:**

1. As a matter of necessity, the ownership and enjoyment of the units / apartments by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee herein) shall be bound and obliged:
  - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the Housing Complex / said Premises and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the Housing Complex / said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association / Maintenance Company, as the case may be. The Allottee shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Allottee or his family members or any other person.
  - (c) to allow the Maintenance In-charge and their authorized representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Housing Complex and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within 48 (forty-eight) hours of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
  - (d) to use their respective Residential flats only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever; it being expressly agreed that such restriction on the Allottee or the Allottees shall not be applicable to the Promoter nor shall in any way restrict the right of the Promoter to use or permit to be used any Unit belonging to the Promoter for non-residential purposes;
  - (e) to install fire fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
  - (f) to carryout all fitout works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, 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;

- (g) to use the right of parking, if any agreed to be granted, only for the purpose of parking of medium sized motor cars (not exceeding the size of "Honda City 2018") / two wheelers, as applicable.
- (h) not to use the ultimate roof of the Blocks / Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the Housing Complex free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the premises.
- (k) not to claim any right whatsoever or howsoever over any unit or portion in the Housing Complex save their respective units.
- (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings / Housing Complex save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and a decent nameplate outside the main gates of their units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his flat / unit.
- (m) 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 Housing Complex / said Premises or may cause any increase in the premia payable in respect thereof.
- (n) not to alter the outer elevation of the Buildings / Housing Complex or any part thereof nor decorate the exterior of the Buildings / Housing Complex or the said Premises 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.
- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Housing Complex nor allow or permit any other person to do so.
- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Housing Complex.
- (q) To keep their respective units and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Housing Complex and not to do or cause to be done anything in or around their

respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- (r) In case any balcony / verandah / open terrace be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such balcony / verandah / open terrace independently (i.e. independent of the flat owned by such Allottee);
  - ii) The Allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) on such balcony / verandah / open terrace nor cover the same in any manner, including *Shamianas*, etc.;
  - iii) The Allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - iv) not display any signboard, hoarding or advertisement etc. on the parapet wall of the open terrace or at any place in the said balcony / verandah / 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.
- (s) In the event any Allottee has been allotted any right of parking motor car / two wheeler or other vehicle within the said Premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car (not exceeding the size of "Honda City 2018") / two wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car / two wheeler thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car / two wheeler at such Parking Space or allow or permit any one to park car / two wheeler or other vehicle at such parking space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person, with the only exception being that the Allottee shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the flat only to any other owner of flat in the Housing Complex and none else;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car / two wheeler or any other vehicle nor shall claim any right of parking motor car / two wheeler or any other vehicle in or at the driveways pathways or passages within

the Housing Complex or any other portion of the said Premises save at the allotted Parking Space;

- (v) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association /Maintenance Company with regard to the user and maintenance of the parking spaces in the Housing Complex and the said Premises.
  - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Land Owners and the Maintenance In-charge with regard thereto.
- (t) In the event any Allottee has been allotted any store room / servant quarter / Servant Dormitories, whether jointly with the flat or independently, then such Allottee shall be bound and obliged to observe fulfil and perform the following terms and conditions:
- (i) The Allottee shall use such space in Servant Dormitory / store room / servant quarter only for the purpose of storage or lodging of one of his servant, as applicable, and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room/ servant quarter / space in Servant Dormitory or part with possession of the same, independent of his Unit,;
  - (iii) The Allottee shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association /Maintenance Company with regard to the user and maintenance of the store room / servant quarter / space in Servant Dormitory.
  - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room/ servant quarter / space in Servant Dormitory and shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association /Maintenance Company with regard thereto.
- (u) In case any exclusive right to use any space, to be used as garden, be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The allottee thereof shall not be entitled to sell convey transfer or assign such space independently (i.e. independent of the flat owned by such Allottee);
  - ii) The allottee thereof shall not make construction of any nature whatsoever (be it temporary or permanent) in such space nor cover the same in any manner, including *Shamianas* etc.;
  - iii) The allottee thereof shall not install a tower or antenna of a mobile phone company or display hoardings or placards.
  - iv) The allottee thereof shall not display any signboard, hoarding or advertisement etc. in such space so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

- v) The allottee thereof shall maintain such space at its own costs and expenses.
  - vi) The allottee thereof shall use such space only as a garden and nothing else and in doing so to ensure that there is no heavy load thereat on account of soil, mud, water etc.
  - vii) The allottee thereof shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association /Maintenance Company with regard to the user and maintenance of such space.
  - viii) The allottee thereof shall remain liable for payment of all municipal and other rates and taxes and all other outgoings payable in respect of such space, it being clarified that common area maintenance charges shall not be applicable to the same, and the allottee thereof shall indemnify and keep saved harmless and indemnified the Land Owners and the Promoter and the Association /Maintenance Company with regard thereto.
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- (v) not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their units or any activity which may cause nuisance or annoyance to the Allottees.
  - (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
  - (x) not to drill, break, maim, hammer or in any way damage destroy or adversely affect the beams, columns, walls etc., nor be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
  - (y) not to make construction of any nature whatsoever (be it temporary or permanent) in or about the balconies / verandahs / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
  - (z) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Services Act and rules made thereunder and shall indemnify and keep the Promoter and the Land Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
  - (aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, any Development Authority, CESC, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage

and other installations and amenities at the Housing Complex and to make such additions and alterations in or about or relating to their respective units and/or the Housing Complex as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Land Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Land Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- (cc) not to fix or install air conditioners in their respective flats save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Allottee shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective flats approved by the Promoter and shall further ensure that all water discharged by the air conditioning units is drained within their respective flats and not to allow any spill over in the common areas. In case any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100/- (Rupees One Hundred) only per sq. ft. of the built-up area of such Allottee's Flat / Apartment and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Flats / Apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Flats / Apartments and not to allow any spill over the common areas.
- (dd) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association / Maintenance Company differs from the colour scheme of the buildings / Housing Complex or deviation of which in the opinion of the Promoter or the Association / Maintenance Company may affect the elevation in respect of the exterior walls of the buildings / Housing Complex and if so done by any Allottee, such Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses (plus 50% (as service charge) of such actual cost or charges and expenses) for restoring the concerned flat to its original state and condition, for and on behalf of and as the agent of such Allottee.

- (ee) not to make in the flat / apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to reimburse to the Promoter and/or the Association / Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Allottee shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter and/or the Land Owners and/or other Allottees and shall fully indemnify them and each of them.
- (ff) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession /Date of Commencement of Liability:-
- i) Municipal and other rates and taxes, khajana and water tax, if any, whether existing or as may be imposed or levied at any time in future, assessed on or in respect of their respective Flats / Apartments directly to the authorities concerned Provided That so long as their respective Flats are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay to the Promoter / Maintenance In-Charge the proportionate share of all such rates and taxes assessed on the said Premises;
  - ii) Electricity charges for electricity consumed in or relating to their respective Flats / Apartments.
  - iii) Electricity charges for electricity consumed in or relating to the respective Units and until a separate electric meter is obtained by the Allottees for their respective Units, the Promoter and/or the Maintenance In-Charge (as applicable) shall (subject to availability) provide a reasonable quantum of power from their own existing sources and the Allottees shall pay electricity charges to the Promoter and/or the Maintenance In-charge based on the reading shown in the sub-meters provided for their respective Units at the rate at which the Maintenance In-charge shall be liable to pay the same to Electricity Supplier (WBSEB Ltd.)
  - iv) Charges for enjoying and/or availing power in excess of 1(one) Watt per square foot of the built-up area of their respective Units, if (subject to availability) provided by the Maintenance In-charge from the common Generator to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective Units, wholly and if in common all Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
  - v) Proportionate share of all Common Expenses (including those mentioned in the **FOURTH SCHEDULE**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, each one of the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_) only per square foot per month of the sum total of (i) the built-up area of the said Unit and (ii) the proportionate area of the Common Areas and Installations which the Allottee shall be using in common (being \_\_\_\_\_ Square Feet), it being clarified that such proportionate area has been given only for reference sake and for the purpose of

payment of maintenance charges and has nothing to do with the pricing or other aspects of the said Unit agreed to be purchased by the Allottee, and (iii) 50% of the area of the sky balcony, if any attached to the said Flat / Apartment, which all areas are totalling to \_\_\_\_ Square Feet. The said minimum rate 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 the general escalation in the market rates of such services. It is clarified that expenses for maintaining managing upkeep and administering the respective Common Area and Installations shall not be separately incurred / charged / accounted for nor is the same feasible nor practical and none of the Allottees shall object to or demand explanation therefor and shall be bound to accept the same without demur or objection.

vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEB/CESC from its consumers for the delay payment of its bills).

(gg) to observe such other covenants as be deemed reasonable by the Promoter and/or the Association / Maintenance Company from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Unit or in the letter box specifically provided for the said Unit or with the security guard of the Housing Complex. In case of any discrepancy or dispute that the Allottee may have with regard to such bills, the same shall be sorted out within a reasonable time Provided That the 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.

3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building/s / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

4. In the event any of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to

the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% (two percent) per mensem on all the amounts in arrears, as also all expenses on account of disconnection and/or reconnection of utilities and facilities, and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:

- (i) disconnect the supply of electricity (if provided through sub-meter) to the said Unit;
- (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
- (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Unit;
- (iv) to display the name of the Allottee as a defaulter on the notice board of the Housing Complex / Building/s.

4.1 It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

**BETWEEN**

**SIOM REALTY PRIVATE LIMITED**

**... PROMOTER/ DEVELOPER**

**AND**

**CLOUDZONE BUILDERSPRIVATE LIMITED& OTHERS**

**... OWNERS/LAND OWNERS**

**AND**

\_\_\_\_\_

**... ALLOTTEE/PURCHASER**

**CONVEYANCE**

(Unit No. \_\_\_\_\_ on the \_\_\_\_\_ in the Block  
No. \_\_\_\_\_ of the Housing Complex "**Mayukkh**")

**SARAOGI & COMPANY**

Advocates

7B Kiran Shankar Roy Road

4C & 4E Punwani Chambers, 4<sup>th</sup> Floor

Kolkata # 700 001

