

SALE DEED

THIS SALE DEED (“Deed”) executed on this _____ day of _____

BETWEEN

SACHIVAA REAL ESTATE PRIVATE LIMITED (PAN ABMCS2301L),(CIN U68100WB2023PTC266544), a company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No.94,Phears Lane, 4th floor, P.O. & P.S. Bowbazar, Kolkata 700012, represented by its Authorised Signatory, _____ (PAN: _____), (AADHAAR No._____) son of _____, by occupation _____, by Nationality-Indian, residing at _____, pursuant to the Board Resolution dated _____.

-hereinafter called “the **PROMOTER / DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successors or successors-in-interest) of the **FIRST PART**

AND

1.GOLDLINE WRITING INSTRUMENT LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No.60A,Chowringhee Road, 2nd Floor, P.O. & P.S. Bhawanipore, Kolkata 700020, (PAN:AABCG7408G; CIN: U36991WB1997PLC085813),

2.PRIYANKA ENCLAVE PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O Kolkata, P.S. Hare Street, Kolkata 700001, (PAN:AADCP5794L; CIN: U45201WB2005PTC103395),

3.SOMU REAL ESTATE PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001 (PAN:AAJCS0147A; CIN: U45201WB2005PTC103391),

4.BOTHRA PROPERTIES PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001, (PAN:AACCB6241M; CIN: U45201WB2005PTC103318)

5.PRATICK ENCLAVE PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001 (PAN:AADCP5793P; CIN: U45201WB2005PTC103322),

6.MINU DEVELOPERS PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001, (PAN:AAECM2764N; CIN: U45201WB2005PTC103393),

7.SUMER ENCLAVE PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No 8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001 (PAN:AAJCS0146B; CIN: U45201WB2005PTC103320),

8.JISHU DEVELOPERS PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001, (PAN:AABCJ5465G; CIN: U45201WB2005PTC103396),

9.SANJAY ENCLAVE PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 8B, Lal

Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001, (PAN:AAJCS0145C; CIN: U45201WB2005PTC103389),

10.RUP REKHA ENCLAVE PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001, (PAN:AADCR0132Q; CIN: U45201WB2005PTC103398),

11.SHASHANK REAL ESTATES PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001 (PAN:AAJCS0143E; CIN: U45201WB2005PTC103392),

12.ALOK ENCLAVE PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No.8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001 (PAN:AAFCA2194K; CIN: U45201WB2005PTC103394),

13.AKSHAT ENCLAVE PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001, (PAN:AAFCA2193Q; CIN: U45201WB2005PTC103323) ,

14.HIRA ENCLAVE PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No.8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001, (PAN:AABCH5613C; CIN: U45201WB2005PTC103340),

15.JHABAK DEVELOPERS PRIVATE LIMITED, a Company incorporated as per the provisions of the Companies Act, 2013 having its Registered Office at No. 8B, Lal Bazar Street, 3rd Floor, P.O. G.P.O. Kolkata, P.S. Hare Street, Kolkata 700001 (PAN: AABCJ5463A;CIN: U45201WB2005PTC103319)

- all represented by their Authorised Signatory/Director _____ (PAN:_____ and Aadhaar No. _____) son of _____, by occupation _____, by Nationality-Indian, residing at _____, pursuant to the Board Resolution dated _____,

- 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 or successors-in-interest) 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 full and absolute owners of **All Those** various pieces and Parcels of Rayati Sthitiban Sattwa landed property measuring about 173.9 Decimals more or less situate lying and comprised in L.R. Dag Nos.4117, 4118, 4119, 4120, 4121, 4122 and 4123 corresponding to R.S. Dag Nos. 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1718, and 1719, recorded in L.R. Khatian Nos.10790, 10791, 10792, 10793 10794, 10795, 10796, 10798, 10799, 10800, 10802, 10803, 10804, 10805, 10885 (in the names of the fifteen Owners), all in

Mouza Bhadrakali, J.L. No.109 (previously 9), and being Premises No.35B, G.T. Road, P.S.Uttarpara, within Uttarpara Kotrung Municipality, under Sub-Registration office Serampore, in the District of Hooghly, West Bengal (fully described in the **First Schedule** hereunder written and hereinafter for the sake of brevity called "the **said Premises**").

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

- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Uttarpara Kotrung Municipality has granted the permission to construct vide Building Permit dated 10.02.2025 bearing no. SWS-OBPAS/1813/2022/0340/ALT/1.
- F. The Promoter has obtained the sanctioned plan for the Project from _____ as mentioned in the Definition No. _____ (being the definition of Plan) hereinbelow. The Promoter agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. _____ (being the definition of Plan) hereinbelow. It is however clarified that the Allottee is fully aware that the Promoter intends to apply to the _____ for sanction of additional floors to the presently sanctioned Buildings, as mentioned in details in the Definition No. _____ (being the definition of Plan), and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same;
- G. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) (Act No.16 of 2016) with the Real Estate Regulatory Authority at _____ on _____ under Registration No. _____.
- H. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and the _____ has issued completion certificate vide _____ dated _____
- I. By an Agreement for Sale dated _____ and registered with the _____ in _____, the Promoter and the Land Owners agreed to sell and transfer to the Allottee **All That the said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents
- J. The construction of the said Apartment / Unit is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on _____
- K. The Promoter and the Land Owners have duly complied with their respective obligations contained in the said Sale Agreement and are not in default of their obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter. In any event, each Party hereby condones the delays defaults and breaches, if any, made by the other party and also hereby waives all claims and demands against the other party arising or occasioned due to delays defaults and breaches, if any
- L. The Allottee has now requested the Promoter and the Land Owners to convey the said Apartment / Unit in favour of the Allottee

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

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

II. THE LAND 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, 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 DOTH 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 BUILDINGS/UNIT/PROJECT**

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

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

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

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, car parks / garages/closed parkings 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 said Apartment / Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

4. **USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Eshaana, 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.

5. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT / UNIT:**

- 5.1 The Allottee shall be solely responsible to maintain the said Apartment / Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Towers / Buildings, or the said Apartment / Unit, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment / Unit, and keep the said Apartment / Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good

and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Tower / Building is not in any way damaged or jeopardized.

5.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Tower / Building or anywhere on the exterior of the Project, Towers / 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 said Apartment / Unit or place any heavy material in the common passages or staircase of the Towers / Buildings. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Apartment / Unit.

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

6. **NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses hereafter notified.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Deed by Registered Post failing which all communications and letters posted hereafter notified shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

7. **JOINT ALLOTTEES**

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

8. **GOVERNING LAW**

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

9. **OTHER PROVISIONS:**

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

actions and proceedings suffered or incurred by the Promoter and the Owners or any of them.

- 9.2. Save the said Apartment / Unit and the common right to use the Common Areas and Installations in terms of this deed, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Units / Apartments and spaces or store-rooms or constructed or open areas or parking spaces at the said Premises or the Project / Said Premises or the Buildings thereat.
- 9.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain units may have the exclusive open to sky Terrace / Gardens attached to their respective units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 9.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Apartment / Unit in the records of concerned authorities.
- 9.5 The rights of the Allottee in respect of the said Apartment / Unit under these presents can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 9.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Apartment / Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 9.7 The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Towers / Buildings at the premises and also the covered spaces in the Towers / Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Deed) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.
- 9.8 Save the said Apartment / Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 9.9 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the demarcated open space measuring (____' x ____') on the _____ side of the Premises, which is delineated in the **First Plan** annexed hereto by "**Green**" borders, shall at all times hereafter be under the full domain and control of the Promoter and the Land Owners and the Promoter and the Land Owners shall have permanent exclusive user rights for the exclusive use by the Promoter and/or the Land Owners and other persons granted such rights by them or any of them and the Promoter and/or the Land Owners may put temporary / permanent barricade/fencing separating the same or any part thereof (with or without entrance / gates from the driveways) and the Allottee and other Allottees

and/or the Association shall not raise any objection thereto or claim the right of user thereof. It is presently intended that the said demarcated open space shall be reserved for exclusive use by the allottees of commercial units, with liberty to the Promoter to change the scheme of user thereof as the Promoter may deem fit and proper.

- 9.10 The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.
- 9.11 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the 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 Towers / Buildings and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the 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.
- 9.12 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or developers of adjoining / contiguous properties on such terms as be agreed by and between the Promoter and the owners / developers of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 9.13 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 Towers / Buildings or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and

proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;

- 9.14 The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 9.15 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Apartment / Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 9.16 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and also the provisions of West Bengal Apartment Ownership Act, 1972, including for vesting/transfer of the title/interest in respect of the Common Areas and Installations, in favour of the Association as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions.
- 9.17 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners and the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 9.18 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof, if allotted to any allottee.
- 9.18.1 In case any parking space is covered by a shed / canopy / glass cover / awning or any other form of cover, then the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof, if allotted to any allottee.
- 9.19 The Project at the said Premises shall bear the name "_____ " unless changed by the Promoter from time to time in its absolute discretion.
- 9.20 The paragraph headings do not form a part of these presents and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED 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
Saraogi & Co., Advocates
High Court, Calcutta

RECEIPT AND MEMO OF CONSIDERATION

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

SCHEDULES

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

All Those various pieces and Parcels of Rayati Sthitiban Sattwa landed property measuring about 173.9 Decimals more or less situate lying and comprised in L.R. Dag Nos. 4117, 4118, 4119, 4120, 4121, 4122 and 4123 corresponding to R.S. Dag Nos. 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1718, and 1719, recorded in L.R. Khatian Nos. 10790, 10791, 10792, 10793, 10794, 10795, 10796, 10798, 10799, 10800, 10802, 10803, 10804, 10805, 10885 (in the names of the fifteen Owners), all in Mouza Bhadrakali, J.L. No. 109 (previously 9), and being Premises No. 35B, G.T. Road, P.S. Uttarpara, within Uttarpara Kotrung Municipality, under Sub-Registration office Serampore, in the District of Hooghly, West Bengal, butted and bounded as under and bordered **"RED"** in the map or plan hereto annexed:

On the North: By ditch (narrow canal) Leading to River Hooghly;
On the East : By Hooghly River;
On the West : By G.T. Road; and
On the South: By boundary wall of Project named (Puja Ganges);

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

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

All That the **Apartment/ Unit 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) being _____ Square Feet) and **Maintenance Chargeable Area** being _____ **Square Feet**, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the _____ side on the _____ floor of the _____ Tower at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in **"Red"**.

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, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

THE THIRD SCHEDULE ABOVE REFERRED TO: **PART-I** **(Common Areas and Installations)**

1. Land comprised in the said Premises;
2. Pond / Waterbody on the North East side of the Project.
3. Entrance and exit gates of the said Premises.
4. Paths passages and driveways in the said Premises other than those reserved by the Promoter for their own use for any purpose and those meant or earmarked or intended to be reserved for parking or motor cars or other vehicles or marked by the Vendor for use of any Allottee.
5. Each Block shall have Exclusive Entrance Lobby in the Ground Floor of the Building.
6. Each Block shall have Lift Lobby in the typical floors, the ground floor.
7. Each Block shall have the two staircases on the typical floor of the building(s) alongwith their full and half landings with stair-covers on the ultimate roof.
8. Entrance Lobby, Indoor Games Room, Gymnasium and Community Hall.
9. High speed and high-end automatic lifts with centre opening sliding doors of 2 (two) numbers in Each Block alongwith lift shafts and the lobby in front of it on typical floors and lift machine room.
10. Concealed Electrical wiring and fitting and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.
11. Common toilet in the Ground Floor.
12. Fire pump Room.

13. Requisite arrangement of Intercom/EPABX with connections to each individual Flat / Apartment from the reception in the ground floor.
14. Boundary wall
15. Ultimate roof(s) of the Blocks with overhead water tanks and distribution pipes therefrom to the Units.
16. Meter rooms of all blocks
17. Club with various Facilities and Amenities, as dealt with earlier in this Agreement.
18. 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.

PART-II

(Common Areas and Installations which the owners / occupiers of Commercial Units shall be entitled to use under normal circumstances)

1. Entrance and exit gates of the said Premises.
2. Exclusive entry lobby in the front side of Block 1.
3. 2 (Two) numbers of exclusive staircases, 1 each in block 1 and block 2, only till 2nd floor of each block.
4. High speed and high-end automatic lifts with centre opening sliding doors of 1 (one) number in Block 1, alongwith lift shafts and the lobby in front of it till 2nd floor.

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)

- A. Under and by virtue of 15 (fifteen) several Indentures, all dated 7th July, 2007, the Land Owners herein (therein referred to as the Purchasers) had purchased from one Smt. Kabita Saha (Paul) (the Vendor therein) and became seized and possessed of and/or otherwise well and sufficiently entitled as the joint Owners (each having an undivided 1/15th part or share) to **All Those** the various pieces and Parcels of Rayati Sthitiban Sattwa landed property measuring about 173.9 Decimals more or less situate lying and comprised in L.R. Dag Nos.4117, 4118, 4119, 4120, 4121, 4122 and 4123 corresponding to R.S. Dag Nos. 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1718, and 1719, recorded in L.R. Khatian Nos.10790, 10791, 10792, 10793 10794, 10795, 10796, 10798, 10799, 10800, 10802, 10803, 10804, 10805, 10885 (in the names of the fifteen land owners), all in Mouza Bhadrakali, J.L. No. 109 (previously 9), and being Premises No. 35B G.T. Road, P.S. Uttarpara, within Uttarpara Kotrung Municipality, under Sub-Registration office Serampore, District-Hooghly, details whereof are mentioned hereunder:

Sl	Parties				Registration Particulars
	Vendor	Purchaser	Confirming Parties/Confirming Party-Group I	Confirming Parties/Confirming Party-Group II	
1	Smt. KabitaSaha (Paul)	M/s. Goldline Writing Instrument Ltd.	1.Smt. Sikha Ganguly and 2.Rabin Kumar Ganguly	————	ARA-III, in Book No. I, Volume No.17, Page Nos. 222 to 235, Being No. 734 for the year 2007
2	Smt. KabitaSaha (Paul)	M/s. Sanjay Enclave Pvt. Ltd.	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No.19, Page Nos. 214 to 227, Being No.740 for the year 2007
3	Smt. KabitaS	M/s. Jhahak	1.Smt. SikhaGanguly	M/S Goldline Writing	ARA-III, in Book No.I, Volume No. 19, Page

Sl	Parties				Registration Particulars
	Vendor	Purchaser	Confirming Parties/Confirming Party-Group I	Confirming Parties/Confirming Party-Group II	
	aha (Paul)	Developers Pvt. Ltd.	and 2.Rabin Kumar Ganguly	Instrument Ltd.	Nos. 130 to 143 Being No.750 for the year 2008
4	Smt. KabitaS aha (Paul)	M/s. Hira Enclave Pvt. Ltd.	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No.19, Page Nos. 186 to 199 Being No.753 for the year 2008
5	Smt. KabitaS aha (Paul)	M/s. Akshat Enclave Pvt. Ltd.	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No.19, Page Nos. 200 to 213 Being No.754 for the year 2008
6	Smt. KabitaS aha (Paul)	M/s Alok Enclave Pvt. Ltd.	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No. 18, Page Nos. 96 to 109 Being No.732 for the year 2008
7	Smt. KabitaS aha (Paul)	M/s. Somu Real Estates Pvt. Ltd.	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No. 19, Page Nos. 144 to 157 Being No.751 for the year 2008
8	Smt. KabitaS aha (Paul)	M/s Bothra Properties Pvt. Ltd.	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No. 19, Page Nos. 163 to 171 Being No.752 for the year 2008
9	Smt. KabitaS aha (Paul)	M/s. Minu Developers Pvt. Ltd.	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No. 19, Page Nos. 111 to 124 Being No.738 for the year 2007
10	Smt. KabitaS aha (Paul)	M/s. Pratick Enclave Pvt. Ltd	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No. 18, Page Nos. 56 to 69 Being No.731 for the year 2008
11	Smt. KabitaS aha (Paul)	M/s. Priyanka Enclave Pvt. Ltd.	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No. 18, Page Nos. 70 to 95 Being No.730 for the year 2008
12	Smt. KabitaS aha (Paul)	M/s. Rup Rekha Enclave Pvt. Ltd.	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No. 17, Page Nos. 206 to 221 Being No.733 for the year 2007
13.	Smt. KabitaS aha (Paul)	M/s. Jishu Developers Pvt. Ltd.	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No. 19, Page Nos. 53 to 66 Being No.737 for the year 2007
14.	Smt. KabitaS aha (Paul)	M/s. Sumer Enclave Pvt. Ltd.	1.Smt. SikhaGanguly and 2.Rabin Kumar Ganguly	M/S Goldline Writing Instrument Ltd.	ARA-III, in Book No. I, Volume No. 19, Page Nos. 172 to 185 Being No.739 for the year 2007
15.	Smt. KabitaS	M/s. Shashank	1.Smt. SikhaGanguly	M/S Goldline Writing	ARA-III, in Book No. I, Volume No. 19, Page

Sl	Parties				Registration Particulars
	Vendor	Purchaser	Confirming Parties/Confi rming Party- Group I	Confirming Parties/Confi rming Party- Group II	
	aha (Paul)	Real Estate Pvt. Ltd.	and 2.Rabin Kumar Ganguly	Instrument Ltd.	Nos. 228 to 241 Being No.741 for the year 2007

- B. Subsequently, the said Owners herein, 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.** 10794, 10795, 10790, 10792, 10796, 10885, 10803, 10793, 10791, 10800, 10805, 10799, 10802, 10798, and 10804, respectively.
- C. The Owners herein have also got their names recorded/mutated in the Records of the Uttarpara-Kotrung Municipality as the owners, in respect of the Holding No.35B, G.T. Road, Bhadrakali, under Ward No. 8.

Annexure "A"

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

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PREMISES** shall mean **All Those** various pieces and Parcels of Rayati Sthitiban Sattwa landed property measuring about 173.9 Decimals more or less situate lying and comprised in L.R. Dag Nos.4117, 4118, 4119, 4120, 4121, 4122 and 4123 corresponding to R.S. Dag Nos. 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1718, and 1719, recorded in L.R. Khatian Nos.10790, 10791, 10792, 10793 10794, 10795, 10796, 10798, 10799, 10800, 10802, 10803, 10804, 10805, 10885 (in the names of the fifteen Owners), all in Mouza Bhadrakali, J.L. No.109 (previously 9), and being Premises No.35B, G.T. Road, P.S.Uttarpara, within Uttarpara Kotrung Municipality, under Sub-Registration office Serampore, in the District of Hooghly, West Bengal (fully described in the **First Schedule**).
- iv) **PROJECT AND/OR BUILDING/S AND/OR NEW BUILDING/S AND/OR TOWER/S** shall mean and include the Buildings named "_____", consisting of **3 (three) buildings / towers / blocks**, details whereof are mentioned hereinbelow, constructed by the Promoter at the said Premises, containing several independent and self-contained Flats/ Apartments and/or Units, commercial / retail areas / spaces, semi-commercial spaces, offices, showrooms shops, and/or parking spaces and other constructed areas, with liberty to the Promoter to modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same. The Allottee is aware that the Promoter may undertake construction of the Project in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed.

The Allottee is also aware that the entirety of the Ground Floor and First Floor and divided and demarcated portion on the Second Floor of **Tower 1 & 2** on the Front Side and the construction connecting the same at all Three Levels (i.e., the entire construction upto the Third Floor Level on the front side between the Entry & Exit gates of the Project), containing several independent and self contained shops, showrooms, offices and other constructed areas, are reserved for Commercial / Non-Residential Use (in short "the **Commercial Area**") **And** the demarcated portion of the open compound admeasuring _____ Square Feet on the _____ side and _____ Square Feet on the _____ side of the said Premises (which are shown in the _____ plan annexed hereto duly bordered thereon in "_____") are reserved for exclusive use by the owners / occupiers of shops, showrooms, offices and other constructed areas in the Commercial Area for parking of motor cars and other vehicles and other purposes as the Promoter may deem fit and proper and the Allottee shall no objection or claim to the same and hereby consents to the same.

To ensure the sanctity of the Residential Area, the Promoter has separated the Parkings as well as the Entrances of both Residential Area and the Commercial Area. The allottees of Commercial Units shall have exclusive right to use the divided and demarcated open space measuring (____' x ____'), equivalent to ____ sq ft on the **Western** side of the said Premises, which is delineated in the _____ **Plan** annexed hereto by "_____" borders, and allottees of the Residential Area shall have no right thereon (except in emergency / exigency such as in case of fire etc.)

and the Allottee of Residential Area and/or the Association shall not raise any objection thereto or claim the right of user thereof

Details of Buildings / Towers / Blocks as presently sanctioned - and also for Additional Sanction proposed to be obtained:

- a) **Tower-1** on the North West side of the said Premises - Ground Floor and 11 upper floors are already sanctioned **And** no or more Additional Floors are proposed to be sanctioned;
- b) **Tower-2** on the South West side of the said Premises - Ground Floor and 11 upper floors are already sanctioned **And** no or more Additional Floors are proposed to be sanctioned;
- c) **Tower-3** on the South East side of the said Premises - Ground Floor and 8 upper floors are already sanctioned **And** 4 (four) Additional Floors are proposed to be sanctioned;
- v) **ALLOTTEES / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owners and taken possession of any Apartment / Unit in the Said Premises.
- vi) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises, it being expressly agreed understood and clarified that the Allottees of Commercial Units shall not be entitled to use all the Common Areas and Installations under normal circumstances (except in emergency / exigency such as in case of fire etc., or for repairs / renovations, drawing lines for utilities etc.) **but** shall have limited right to use only specific Common Areas and Installations as herein mentioned (i.e. not all Common Areas and Installations will be available for use by the allottees of Commercial Units despite them having proportionate undivided share therein and shall be entitled to use only those common areas as are mentioned in **Part-II of the Third Schedule** hereinabove written).

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Apartment / Unit or commercial space(s), exclusive greens / gardens attached to any particular Apartment / Unit, the open space measuring (___' x ___') on the _____ side of the Premises, which is delineated in the **First Plan** annexed hereto by "**Green**" borders, all Parking Spaces and other open and covered spaces at the Premises and the Buildings / Towers which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter and the Owners shall be entitled to deal with and/or dispose of the same in their absolute discretion, to which the Allottee hereby consents.

The Allottee is aware that the Promoter may undertake construction of the Project in various phases and accordingly all the Common Areas and Installations may not be available for use by the Allottee till all the Phases are completed;

The Allottee has also been made aware of the fact that certain Common Areas and Installations may be reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees and no other allottees shall be entitled to use and/or enjoy the same and maintenance of such reserved Common Areas and Installations shall be paid for only by the users thereof.

- vii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises (including to the Allottees of Units in the Commercial Portion) and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees. **It is however clarified that** in case any of the Common Areas and Installations are reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees, then the maintenance of such reserved Common Areas and Installations shall be paid for only by the users thereof.
- viii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Apartment / Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Apartment / Unit 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.
- ix) **UNITS** shall mean the independent and self-contained flats / apartments and/or Units, commercial / retail areas / spaces, semi-commercial spaces, offices, showrooms, shops and/or other constructed areas (capable of being independently and exclusively used and enjoyed) at the said Premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / servant quarter(s) / store room(s) and/or Parking right(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Units and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto, which Common Areas and Installations are to be transferred to the Association as mandated by law.
- x) **PARKING SPACES** shall mean garages and/or closed parking spaces and/or covered parking spaces in or portions of the Buildings at the Premises, Basement and also the open parking spaces in the open compound at the said Premises, and also the Multi-Level and Mechanical Car Parkings and parking areas covered by shed / canopy / glass cover / awning or any other form of cover, as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles. It is clarified that the Promoter intends to convert some of the parking spaces into Multi-Level and Mechanical Car Parkings, to which the Allottee hereby consents and shall not raise any objection with regard thereto.
- xi) **CARPET AREA** according to the context shall mean the net usable floor area of any Apartment / Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment / Unit;
- xii) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Project (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Apartment / Unit).
- xiii) **CHARGEABLE / MAINTENANCE CHARGEABLE AREA/ SUPER BUILT-UP AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Apartment / Unit **AND**

shall include the proportionate share of the areas of the common areas in the Project and the Premises, attributable to such Apartment / Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Chargeable / Super Built-up Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Apartment / Unit agreed to be purchased by the Allottee.

It is however clarified that in case any of the Common Areas and Installations are reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees, then the area of such Common Areas and Installations shall be loaded on to the units of such allottees only thereof.

- xiv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Built-up Area of the said Apartment / Unit may bear to the Built-up Area of all the Units in the Said Premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Apartment / Unit).
- xv) **SAID APARTMENT / UNIT** shall mean **the Residential Flat / Commercial Space / Retail Space / Semi-Commercial Space / Office / Showroom / Shop / Apartment bearing Unit No. _____** on the _____ floor of the _____ Tower constructed at the said Premises morefully and particularly mentioned and described in the **SECOND SCHEDULE and wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Apartment / Unit **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use and enjoy the open space measuring (____' x ____') on the _____ side of the Premises, which is delineated in the **First Plan** annexed hereto by "**Green**" borders, or any part / portion thereof, 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 of the Building 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 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**.
- xvi) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 20th April, 2021 and registered with the Additional Registrar of Assurances-I, Kolkatain Book-I, Volume No.1901-2021, Pages193193 to 193259 Being No.190103245 for the year 2021 whereby the Land Owners appointed the Promoter as the developer of the said Premises;

- xvii) **ASSOCIATION/MAINTENANCE Company** shall mean any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association/ **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.
- xix) **PLAN** shall mean the plan for the time being sanctioned by the _____ vide Building Permit No. _____ dated _____, for construction of the Building/s at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter.

The Allottee is fully aware of the fact that the Promoter intends to apply to the concerned authorities for sanction of additional floors to the presently sanctioned Buildings for consuming the additional FAR (Floor Area Ratio) available to "Green Buildings, as detailed in the definition "Project and/or Building/s and/or New Building/s" hereinabove, as also mentioned hereinbelow, and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same:

Details of Buildings / Towers / Blocks as presently sanctioned - and also for Additional Sanction proposed to be obtained:

- a) **Tower-1** on the North West side of the said Premises - Ground Floor and 11 upper floors are already sanctioned **And** no or more Additional Floors are proposed to be sanctioned;
- b) **Tower-2** on the South West side of the said Premises - Ground Floor and 11 upper floors are already sanctioned **And** no or more Additional Floors are proposed to be sanctioned on account of _____;
- c) **Tower-3** on the South East side of the said Premises - Ground Floor and 8 upper floors are already sanctioned **And** 4 (Four) Additional Floors are proposed to be sanctioned on account of Green Building The Allottee also agrees and consents to the fact that in case at any time further additional constructions are sanctioned by the concerned authorities, then the Promoter shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.
- xx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxii) The expression **ALLOTTEE** shall be deemed to mean and include:

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

Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
 - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the 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 authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Towers / Buildings and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout. Provide That in case of emergencies/exigencies, no such notice shall be required to be given.
 - (d) in case of **Residential Flats / Apartments**, to use their respective Flats / Apartments only for private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on 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) in case of **Commercial / Retail Spaces/ Semi-Commercial Spaces / Offices / Showrooms**, to use the said Unit only for lawful commercial purposes and in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Promoter first had and obtained, it being expressly agreed that such restriction on 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;
 - (f) notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that in case the said Unit be a Commercial Space, then the Allottee / transferee of such commercial space shall in normal course (excluding exigencies and emergencies) not enter upon the residential portion of the Building **Provided That** nothing shall impair or prejudice the rights of easements and of ingress and egress of such Allottee / transferee of such Commercial Space over all portions of the Building and the Premises as may be reasonable necessary for beneficial use and enjoyment such Commercial Space and properties benefits and rights appurtenant thereto (including installation of VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof and separate exclusive Generator at a portion of the said Premises and the

rights of easements and of ingress and egress and also for repairs, replacements etc. thereof, if and as permitted by the Promoter and/or the Land Owners) **And** further the Allottee / transferee of such Commercial Space shall be entitled to common facilities of generator, water supply system with accessories and installations, drainage system, fire system, supply of electricity etc., as the Promoter may decide in its absolute discretion

- (g) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
- (h) not to use the ultimate roof of the Towers / 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 said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
- (k) not to claim any right title or interest whatsoever or howsoever over any unit or portion in the said Premises 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 Towers / Buildings save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Apartment / Unit.
- (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 said Premises or may cause any increase in the premia payable in respect thereof.
- (n) not to alter the outer elevation of the Buildings/ Towers or any part thereof nor decorate the exterior thereof otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (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 Buildings/ Towers 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 Buildings / Towers.
- (q) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment / Unit in the Towers / Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings / Towers 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) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Apartments / Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their respective Apartments / Units to any other owner of Apartment / Unit in the Towers / Buildings and none else.
- (s) In case any Open Terrace be attached to any Apartment / Unit, then the same shall be a property / right (as applicable) appurtenant to such Apartment / Unit and the right of use and enjoyment thereof shall always travel with such Apartment / Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Apartment / Unit owned by such Allottee in the said Project);
 - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.
 - 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.

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building.

- (t) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
 - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Apartment / Unit, to any person;
 - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
 - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or

passages within the said premises or any other portion of the premises save at the allotted Parking Space;

- (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the parking spaces in the said Project and the said premises.
- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners with regard thereto.
- (vii) In case any parking be a stack parking (i.e. having access through another parking space or another parking space/dependent 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).
- (u) In the event any Allottee has been allotted any store room, whether jointly with the Apartment / Unit or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such store room only for the purpose of storage and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room or allow or permit any one to use such store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such store room, independent of his Apartment / Unit;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the store room.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room and shall indemnify and keep saved harmless and indemnified the Promoter and the Association with regard thereto.
- (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 respective units.
- (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 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 make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.

- (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 Service Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder and shall indemnify and keep the Promoter and the 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, The Municipal Authority, Kolkata Metropolitan Development Authority, CESC Limited / WBSEDCL, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Towers / Buildings 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 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 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 Apartments / Units save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs._____ per sq. ft., of the Carpet Area of such Allottee's Apartment / Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Apartments / Units approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Apartments / Units.
- (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 Apartment / Unit which in the opinion of the Promoter or the Association differs from the colour scheme of the Towers / Buildings or deviation of which in the

opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the Towers / Buildings and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs._____ per sq. ft. of the Carpet Area of such Allottee's Apartment / Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or the Association, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Apartment / Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.

- (ee) not to make in the said Apartment / Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable for costs and consequences thereof, under civil criminal municipal and other laws, and shall indemnify the Promoter and the Owners for all losses damages costs claims expenses dues charges demands actions consequences and proceedings suffered or incurred by the Promoter or the Owners or any 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 (as defined in the Sale Agreement):-
 - i) Municipal rates and taxes (and also the commercial surcharge in case the said Unit be a Commercial Space) and water tax, if any, assessed on or in respect of their respective units directly to Municipal / Concerned Authority Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the authority proportionate share of all such rates and taxes assessed on the Premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Towers / Buildings or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Towers / Buildings or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
 - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Apartment / Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
 - v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the

Maintenance In-charge, a minimum of maintenance charges calculated @Rs._____ per square foot per month of the Maintenance Chargeable/ Super Built-up Area of their respective units, with the Maintenance Chargeable / Super Built-up Area of the said Apartment / Unit being _____ Square Feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the 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.

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

disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.

Notes for Client, Mr. Rajat Dabriwal:

Draft modified as instructed by Client. This draft is based on RERA. Please check facts and figures. Highlighted / commented portions to be checked by Client.

Saraogi & Co., Advocates**February 14, 2025**

147-44_Uttarpara_RERA_Proforma Unit Sale Deed_Residential+Commercial-1_14-2-25_Prachi+NS