

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this [•] day of [•], 20[•] at Kolkata (“**Deed**”)

BY AND BETWEEN

(A) PASARI DEVELOPERS LLP (PAN – [•]), a Limited Liability Partnership having its registered office at “Biowonder”, 789, Anandapur, 1st Floor, Post Office - VIP Bazar, Police Station - Ananadapur, Kolkata – 700107 (“**Owner No. 1**”); **(B) REGALIA VENTURES LLP** (PAN-[•]), a Limited Liability Partnership having its registered office at 19/2, Deodar Street, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata – 700019 (“**Owner No. 2**”); **(C) DEOKIRAN MERCHANDISE PRIVATE LIMITED** (PAN-[•]), a Company incorporated under the Companies Act, 2013 having its registered office at “Biowonder”, 789, Anandapur, 1st Floor, Post Office - VIP Bazar, Police Station - Ananadapur, Kolkata – 700107 (“**Owner No. 3**”); **(D) ANANT NIKETAN PRIVATE LIMITED** (PAN – [•]), a Company incorporated under the Companies Act, 2013 having its registered office “Biowonder”, 789, Anandapur, 1st Floor, Post Office - VIP Bazar, Police Station - Ananadapur, Kolkata – 700107 (“**Owner No. 4**”); **(E) BUILDMORE DEALERS PRIVATE LIMITED** (PAN – [•]), a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1/29A, Gariahat Road, P.O. Jodhpur Park, P.S. Lake, Kolkata-

700 068 (“**Owner No. 5**”); (F) **TISTA PROPERTIES PRIVATE LIMITED** (PAN-[●]), a Company incorporated under the provisions of Companies Act, 1956 having its registered office at “Biowonder”, 789, Anandapur, 1st Floor, Post Office - VIP Bazar, Police Station - Anandapur, Kolkata – 700107 (“**Owner No. 6**”); (G) **GOLDBRICK VENTURES LLP** (PAN-[●]), a Limited Liability Partnership having its registered office at 18/2, Deodqar Street, Post Office and Police Station - Ballygunge, Kolkata - 700019 (“**Owner No. 7**”); (H) **BHAGYA LAXMI MINERAL AND LOGISTIC PRIVATE LIMITED** (PAN-[●]), a Company incorporated under the Companies Act, 2013 having its registered office at 24, Hemant Basu Sarani, Mangalam Building, 1st Floor, P.S. Hare Street, P.O. R.N. Mukherjee Road, Kolkata - 700001 (“**Owner No. 8**”); and (I) **SUNLIKE TRADECOM PRIVATE LIMITED** (PAN-[●]) a Company incorporated under the Companies Act, 2013 having its registered office at 24, Hemant Basu Sarani, Mangalam Building, 1st Floor, P.S. Hare Street, P.O. R.N. Mukherjee Road, Kolkata - 700001 (“**Owner No. 9**”) and (J) **SWASTIK ENTERPRISES** (PAN - [●]), a Partnership firm having its office at 379, Prantick Pally, 2nd Floor, Flat No. 4, Anandapur, P.O. East Kolkata Township, P.S. Anandapur, Kolkata - 700107 (“**Owner No. 10**”) hereinafter collectively referred to as the “**OWNERS**” (which term or expression shall unless executed by or repugnant to the context be deemed to mean and include their successors-in-interest, executors, administrators, legal representatives and/or permitted assigns, as may be applicable) duly represented by their constituted attorneys **(1) AKP PROMOTERS PRIVATE LIMITED** (PAN-[●]), a Company incorporated under the Companies Act, 2013 having its Registered Office at “Biowonder”, 789, Anandapur, 1st Floor, Post Office - VIP Bazar, Police Station - Anandapur, Kolkata – 700107 (“**Attorney No.1**”) represented through its Director/Authorised Signatory (PAN: [●], Aadhaar No.: [●]), son of [●], by faith – Hindu, by occupation - [●], by Nationality – Indian, residing at [●] and **(2) BENGAL RELIABLE MAHANIRMAN LIMITED** (PAN-[●]), a Company incorporated under the Companies Act, 2013 having its Registered Office at 24, Hemant Basu Sarani, Mangalam Building, Room No. 507, 5th Floor, P.S. Hare Street, P.O. R.N. Mukherjee Road, Kolkata – 700001 (“**Attorney No.2**”) represented through its Director/Authorised Signatory (PAN: [●], Aadhaar No.: [●]), son of [●], by faith – Hindu, by occupation - [●], by Nationality – Indian, residing at [●] by virtue of the Power of Attorney dated 29th day of June, 2024 and registered with the office of ARA-IV, Calcutta recorded as Deed No. 190409401 for the year 2024 of the **FIRST PART**.

AND

(1) AKP PROMOTERS PRIVATE LIMITED (PAN--[●]), a Company incorporated under the Companies Act, 2013 having its Registered Office at “Biowonder”, 789, Anandapur, 1st Floor, Post Office - VIP Bazar, Police Station - Anandapur, Kolkata – 700107 (“**Promoter No.1**”) represented through its Director/Authorised Signatory (PAN: [●], Aadhaar No.: [●]), son of [●], by faith – Hindu, by occupation - [●], by Nationality – Indian, residing at [●] and **(2) BENGAL RELIABLE MAHANIRMAN LIMITED** (PAN-[●]), a Company incorporated under the Companies Act, 2013 having its Registered Office at 24, Hemant Basu Sarani, Mangalam Building, Room No. 507, 5th Floor, P.S. Hare Street, P.O. R.N. Mukherjee Road, Kolkata – 700001 (“**Promoter No.2**”) represented through its Director/Authorised Signatory (PAN: [●], Aadhaar No.: [●]), son of [●], by faith – Hindu, by occupation - [●], by Nationality – Indian, residing at [●], hereinafter jointly referred to as the “**PROMOTERS/CONFIRMING PARTIES**”, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest and/ or assigns) of the **SECOND PART**.

AND

[If the Allottee is a company]

[●] (PAN: [●], CIN: [●]), a company incorporated within the meaning of the Companies Act, 2013, having its registered office at [●], P.S. [●] and P.O. [●], Kolkata [●] duly represented by its authorized signatory [●] (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●], P.S. [●], P.O. [●], Pin [●], hereinafter referred to as the **"Allottee/Purchaser"**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and/or permitted assigns) of the **FOURTH PART**

[OR]

[If the Allottee is a Partnership Firm]

[●] (PAN: [●]), a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [●], represented by its authorized partner, [●], (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●], P.S. [●], P.O. [●], Pin [●], hereinafter referred to as the **"Allottee/Purchaser"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners' respective heirs, executors, administrators, legal representatives, successors and/or permitted assigns) of the **THIRD PART**

[OR]

[If the Allottee is a Limited Liability Partnership]

[●] (PAN: [●], LLPIN: [●]), a limited liability partnership registered under the Limited Liability Partnership Act, 2008, and having its principal place of business at [●], represented by its authorized partner, [●], (PAN: [●], Aadhaar No.: [●]), son of [●], residing at [●], P.S. [●], P.O. [●], Pin [●], hereinafter referred to as the **"Allottee/Purchaser"**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and/or permitted assigns) of the **THIRD PART**

[OR]

[If the Allottee is an Individual]

[●] (PAN: [●], Aadhaar No.: [●]) son of [●], residing at [●], P.S. [●], P.O. [●], Pin [●], hereinafter referred to as the **"Allottee/Purchaser"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors and/or permitted assigns) of the **THIRD PART**.

The Owners and the Promoters shall hereinafter collectively be referred as the **"Transferors"**.

The Promoter No.1 and Promoter No.2 shall hereinafter collectively be referred as the **"Promoters"**.

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

DEFINITIONS - For the purpose of this Deed of Conveyance, unless the context otherwise requires: -

- a) **“Act”** means the Real Estate (Regulation and Development) Act, 2016;
- b) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) **“Section”** means a section of the Act;
- d) **“Rule”** means a rule of the Rules;
- e) **“Said Land”** shall mean **ALL THAT** the piece and parcel of Bastu/Bahutal Abasan land measuring an area of 99.4745 Decimals (equivalent to 4025.04 Sq. Mtr.) be the same or a little more or in R.S./L.R. Dag No.470(P) comprised in L.R. Khatian Nos. 2455, 2447 & 2495 and R.S./L.R. Dag No. 472(P) comprised in L.R. Khatian Nos. 2523, 2475, 2487, 2448, 2522, 2519, 2530, 2520 & 2518, both the dags are lying at Mouza – Mahisbathan, Holding No.[●], Touzi No.145, J.L No.18, Revenue Survey No.215, under Police Station - Electronic Complex (formerly Bidhannagar East), within the limits of Bidhannagar Municipal Corporation, in the District of North 24 Parganas.
- f) **“Development Agreement”** shall mean the Development Agreement dated 29th June, 2024 registered at the office of the ARA – IV, Calcutta recorded in Book No. I, Volume No. 1904-2024, Pages from 549481 to 549548, being Deed No. 190409362 of the year 2024
- g) **“Project”** shall mean a residential housing complex known as **“MARINA’S EDGE”** under construction on the said land;
- h) **“Project Property”** shall have the same meaning as ascribed to it in First Schedule written hereunder;
- i) **“Sanctioned Plan”** means the sanctioned building plan and layout plan bearing Building Permit no. SWS-OBPAS/2109/2025/0104 dated 24.03.2025 issued by Bidhannagar Municipal Corporation (“BMC”) and/or any competent authority, as may be revised or caused to be revised by the Developer in respect of the subject property and the Project, and shall include any modification, alterations, amendments, additions or deletions as may be done thereto from time to time by the Promoter as per the relevant Acts and Rules.
- j) **“Building”** shall mean one residential block consisting of various self-contained Apartment and car parking spaces and constructed spaces to be constructed on the said land as per plan;
- k) **“Common Area”** shall have the same meaning as ascribed to it in Section 2(n) of Act and morefully described in Part – I of the Fourth Schedule written hereunder;

l) **“Force Majeure”** shall mean Any event of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project and any pandemic or epidemic which may directly or indirectly affect the construction work and also;

m) **“Apartment”** means a separate self-contained residential space for exclusively enjoyment by a specific Allotee/Purchaser as morefully described in the “Second Schedule” hereunder.

n) **“Carpet Area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

o) **“Built-up Area”** for the Apartment shall means the Carpet Area of such Apartment inclusive of Balcony area, plantation area (if any) and 50% (fifty percent) of the area covered by those external walls which are common between such Apartment/Balcony and any other Apartment/Balcony/open terrace and the niches/cupboard, elevation, treatment and the area covered by all other external walls of such Apartment/Balcony.

p) **“Agreement for Sale”** shall mean the agreement dated [●] executed by and between the parties herein duly registered with the office of [●] recorded in Book No. I, Volume No. [●], pages from [●] to [●], Being No. [●] for the year [●].

WHEREAS:

A. The Owners herein are the joint and lawful owners of Bastu/Bahutal Abasan land admeasuring 99.4745 decimal in L.R. Dang Nos. 470(P) & 472(P), both the Dags are lying at Mouza – Mahisbathan, Touzi No.145, J.L No.18, Revenue Survey No.215, under Police Station - Electronic Complex (formerly Bidhannagar East), within the limits of Bidhannagar Municipal Corporation, in the District of North 24 Parganas more fully jointly described in the **FIRST SCHEDULE** hereunder written (**“Said Land”**) in the manner as provided in the **THIRD SCHEDULE** (**“Devolution of Title in respect of the Said Land”**) hereunder written.

B. The Owners and the Promoters have entered into a joint development agreement dated 29th June, 2024 registered at the office of the ARA – IV, Calcutta recorded in Book No. I, Volume No. 1904-2024, Pages from 549481 to 549548, being Deed No. 190409362 of the year 2024 (**“Development Agreement”**), wherein the said Parties would be entitled to their respective shares in the net revenue as specified in the Development Agreement, in accordance with the terms and conditions stipulated therein.

C. The Said Land is earmarked for the purpose of development of a residential housing complex; the said complex shall be known as **‘MARINA’S EDGE’** (**“Project”**).

D. In pursuance of the Development Agreement, the Promoters had submitted a

building plan before the Bidhannagar Municipal Corporation ("**BMC**"), which was duly sanctioned on 24.03.2025 being Sanction Plan No. SWS-OBPAS/2109/2025/010 ("**Sanctioned Plan**"), which includes all alterations and/ or modifications made thereto from time to time and as may be permitted by the concerned authorities and commenced construction of the Project.

E. The Promoters has obtained registration of the Project from the West Bengal Real Estate Regulatory Authority ("**Authority**") having registration number [•] and the said registration is valid till [•].

F. The Promoter has completed the construction of the Project on the Said Land and has obtained a Completion Certificate being No. [•] dated [•] ("**Completion Certificate**").

G. The Purchaser had applied for an Apartment in the Project and accordingly has been allotted via Allotment Letter dated [•] Apartment No. [•] having Carpet Area of [•] square feet more or less (corresponding to [•] square feet of built-up area, more or less) together with Terrace area of [•] square feet (corresponding to [•] super built-up area, more or less) on [•] floor of the Building along with the right to use [•] no. of covered mechanical / Open Mechanical / covered / open car parking space(s) (if any), as permissible under the applicable law, together with undivided proportionate impartible share in the Said Land underneath the Building morefully described in **Second Schedule** hereunder written and not forming part of the Common Areas (as defined hereinafter) and together with the *pro rata* right to use the common areas ("**Common Areas**") (defined hereinbelow) and the floor plan of the Apartment is annexed hereto and marked as **Annexure A**, for a total Price of Rs. [•] (Rupees [•] only) ("**Total Price**");

H. Subsequently, by way of an Agreement for Sale dated [•] registered with the Office of the [•] in Book No. [•], Volume No. [•] , Pages from [•] to [•] being No. [•] for the year [•], the Transferors have agreed to sell, transfer and convey to the Allottee/Purchaser, the Apartment, for the Total Price as agreed thereunder and on the terms and conditions mentioned therein ("**Agreement for Sale**").

I. The Apartment and Common Areas in relation to the Project is complete in all respects to the full and final satisfaction of the Purchaser.

J. The Purchaser has now requested the Owners and the Promoters to execute and register a Deed of Conveyance in respect of the Apartment in favour of the Purchaser.

K. At or before the execution hereof, the Purchaser has fully satisfied himself/herself/itself and accepts, acknowledges and confirms that:

- i. The right, title and interest of the Promoters and the Owners in respect of the Said Land and to develop and deal with the Project intended to be constructed/ developed on the Said Land;
- ii. The nature, state, condition and measurement of the Said Land and the Project and the manner in which the same is/ are presently intended to be used;

- iii. The proposed location, lay out plan and the dimensions of the Apartment;
- iv. The Common Areas which are intended to form a part of the Project.
- v. The nature and the extent of the rights and benefits proposed to be granted and/or extended to the Purchaser as also the several obligations to be performed and fulfilled by the Purchaser, each to the satisfaction of the Promoter;
- vi. The specifications as also the measurements, dimensions, designs and drawings of the Apartment;
- vii. The state and condition of the Apartment which is intended to be handed over to the Purchaser subject to compliance by the Purchaser of each of the stipulated terms as mentioned in the Agreement for Sale to the satisfaction of the Promoters;
- viii. The workmanship and quality of construction of the Apartment and the Project, including but not limited to the structural stability of the same;
- ix. The total area comprised in the Apartment;
- x. The Completion Certificate issued by the concerned authority;
- xi. The final scheme of usage and enjoyment of the Common Areas as contained in these presents;
- xii. The Promoters and owners shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or in respect of the Project;
- xiii. The Promoters may make further additions and alterations to the Building Plans without affecting the Apartment or reducing the Common Areas, amenities and facilities mentioned in **Fourth Schedule** subject to compliance with Sec.14 of Real Estate (Regulation and Development) Act, 2016 ("**RERA**") and the Promoter shall take further consent from the purchaser(s) in this regard, if required, at the appropriate time to the extent required under the RERA;
- xiv. The Purchaser accepts and confirms that in case of integration of any part of any future phase lands, the calculation of proportionate share shall vary but the Total Price or Taxes or Deposits payable by the Purchaser hereunder shall remain constant; and
- xv. That the Purchaser has sought and obtained independent legal advice and opinion and has caused this Agreement to be vetted by advocates/lawyers appointed by the Purchaser.

L. The Purchaser has conducted necessary due diligence with respect to the Apartment, Said Land and the Project and after fully satisfying himself/herself/itself about the right, title and interest of the Owners and Promoters to the Said Land, Apartment and the Project, as the case may be, and all legal incidents and matters in relation thereto and/ or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection

thereto in connection with the same.

M. The Parties are now entering into this Deed to record the terms and conditions of the sale, transfer and conveyance of the Apartment by the Transferors, in favour of the Purchaser, free from all sorts of encumbrances, charges, liens, *lis pendens*, demands, claims, hindrances, attachments, debts, dues, acquaintances and requisitions, trust, vesting of whatsoever or howsoever nature, without any interference, disturbance, obstruction from any person.

NOW THIS DEED OF CONVEYANCE HEREBY WITNESSETH AS FOLLOWS:

1. SALE AND TRANSFER

In the premises herein contained and in consideration of a total sum of Rs. [•] (Rupees [•]) only ("**Total Price**") paid by the Purchaser to the *Owners and Promoters* on or prior to the execution and registration of this Deed in terms of the Payment Schedule specified in the Agreement for Sale (the receipt of which sum the *Promoters* do hereby as well as in the Memo of Consideration appearing hereinafter acknowledged as full and final consideration and of and from the same and every part thereof do hereby acquit, release and forever discharge the Purchaser and the Apartment hereby transferred), the Transferors do hereby, grant, convey, assign, sell, transfer and assure free from all encumbrances, charges, liens, *lis pendens*, liabilities, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions, trust, vesting and disputes of whatsoever and howsoever nature **UNTO AND IN FAVOUR** of the Purchaser absolutely, the Apartment in the Project vide application No. [•] dated [•] and has been allotted Apartment in the Project vide application No. [•] dated [•] and has been allotted Apartment in the Project vide application No. [•] dated [•] and has been allotted Apartment No. [•] having Carpet Area of [•] square feet more or less (corresponding to [•] square feet of built-up area, more or less) together with Terrace area of [•] square feet (corresponding to [•] super built-up area, more or less) on [•] floor of the Building along with the right to use [•] no. of covered mechanical / Open Mechanical / covered / open car parking space(s), as permissible under the applicable law, together with undivided proportionate impartible share in the Said Land underneath the Building and not forming part of the Common Areas (as defined hereinafter) and together with the *pro rata* right to use the common areas ("**Common Areas**") as defined hereunder and the floor plan of the Apartment is annexed hereto and marked as **Annexure – 'A' TOGETHER WITH** the Transferors entire right, title and interest in respect of the Apartment and all facilities and commodities, benefits, permissions, entitlements, advantages and all manner of former or other rights, claims, demands, liberties, easements, privileges, appendages, appurtenances, benefits and advantages whatsoever belonging to the Apartment or usually enjoyed or occupied therewith **TOGETHER WITH** all rights and vertical and lateral supports, easements, quasi easements, privileges, advantages whatsoever thereto or to any part(s) thereof respectively belonging or appertaining thereto or therewith, usually held, occupied or enjoyed or reputed or known as part(s) hereof **TO HAVE AND TO HOLD** the same and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively, absolutely and forever in favour of the Purchaser.

2. THE TRANSFERORS DO HEREBY JOINTLY AND SEVERALLY COVENANT WITH THE PURCHASER AND DECLARE as follows:

a. The Transferors have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the Apartment in the manner aforesaid;

b. That the *Owners and Promoters* have on this day delivered vacant, peaceful, legal and physical possession of the Apartment to the Purchaser for his/her/it exclusive ownership, use and enjoyment thereof;

c. It shall be lawful for the Purchaser from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to own, hold, use and enjoy the Apartment 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 Transferors or any person claiming through or under the Transferors;

d. The *Owners and Promoters* shall upon reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Apartment hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser;

e. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the Agreement for Sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Purchaser from the date of issue of Completion Certificate, the Promoters shall rectify such defects without further charge, within the time stipulated under the law. The Purchaser hereby understands and acknowledges that the above referred responsibility of the Promoters for 5 (five) years is not applicable for the electrical wirings, equipments, flooring, bathroom fittings etc. of the apartment and/or the common areas. In the event of any damages or default or decay appears in respect of these electrical wirings, equipments, flooring, bathroom fittings etc. the Promoters shall not be held responsible for the same and the Purchaser or Association, at their own discretion, may approach to the vendors or the concerned companies who produced such items for warranty and/or repairing etc.

The Purchaser hereby understands that if the Promoters provide any kind of natural stone flooring in the apartments and/or common areas the same due to its nature may develop cracks, variations of shades, isolated patches etc. for which the Promoters shall not be held liable or responsible.

The Promoters shall use AAC (Autoclaved Aerated Concrete) block walls for internal and external walls as per the design of the Architect. The Purchaser hereby understands that the AAC Blocks have its merits of being lighter in weight, environmentally sustainable, having better heat insulation than clay brick etc. however, it may develop shrinkages, cracks during first few years of laying due to the moisture content in the air, temperature changes and/or any other reasons. The shrinkages and cracks are non-structural in nature and have no adverse effect on the structural stability of the Apartment/Project. The Purchaser has further agreed and understood that he/she/it may choose to repair such cracks at their own costs without making the Promoters liable for the same.

It is expressly agreed and understood that the Promoters shall not be liable to rectify any defect occurring under the following circumstances:

- i. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the Apartment, the Promoters will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
- ii. If there are changes, modifications or alteration in electrical lines and/ or wirings after the possession unto the Purchaser, the Promoters will not take any responsibility of any defect in electrical lines and/ or wirings that have developed directly or indirectly due to such changes, modifications or alterations;
- iii. If there are changes, modifications or alterations in doors, windows or other related items, then the Promoters will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
- iv. If the Purchaser after taking actual physical possession of the Apartment, executes interior decoration works including any addition and/ or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect including but not limited to damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoters;
- v. Different materials have different co-efficiency of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any cracks developed for reasons other than as mentioned above the Promoters shall get it rectified at its own cost;
- vi. If the materials, fittings and fixtures provided by the Promoters are not being maintained by the Purchaser or his/her/its agents in the manner in which same is required to be maintained;
- vii. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoters in the Common Areas and/ or in the Apartment, going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof;
- viii. Any defect due to force majeure;
- ix. Failure to maintain the amenities/ equipment;
- x. Due to failure of on part of Purchaser to have in place Annual Maintenance Contract ("**AMC**") as may be applicable for any electrical or electronics appliances;
- xi. Regular wear and tear; and
- xii. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

Notwithstanding anything hereinbefore contained in it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoters and without giving the Promoters the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoters shall be relieved of its obligations contained hereinabove.

f. The Promoters undertake to co-operate with the Purchaser and provide necessary support and sign and execute all necessary documents so as to enable the Purchaser's name to be reflected in all concerned government records as the sole, exclusive and absolute owner of the Apartment at the cost of the Purchaser;

g. The Promoters have paid all outgoings before transferring the physical possession of the apartments to the purchasers, which it has collected from the purchasers, for the payment of outgoings (including land cost, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project and within the scope of the Promoters). If the promoters fail to pay all or any of the outgoings collected by them from the purchasers or any liabilities, mortgage loan and interest thereon (which are within the scope of the Promoters) before transferring the Apartment to the purchasers, the Promoters agree to be liable, even after the transfer of the apartments, to pay such outgoings and penal charge, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

3. THE TRANSFERORS DO TH HEREBY REPRESENT AND WARRANT TO THE PURCHASER as follows:

The Transferors doth hereby repeats and reiterates all representations and warranties, as made in the Agreement for Sale and in addition to that further represents and warrants to the Purchaser that:

a. The Owners have absolute, clear and marketable title with respect to the Said Land;

b. The Promoters have requisite rights in respect of development upon the Said Land and absolute, actual, physical and legal possession of the Said Land and the Project;

c. The Promoters have completed the construction of the Project including the Apartment after having all requisite approvals from the concerned authorities for the same by following due process of law;

d. The Promoters have obtained the Completion Certificate with respect to the Project;

e. There are no encumbrances upon the Said Land, Project or the Apartment;

f. There are no litigations pending before any Court of law with respect to the Said Land, Project or the Apartment;

g. The Transferors have the right to execute this Deed of Conveyance and have

not committed or omitted to perform any act or thing, whereby the right title and interest of the Purchaser created herein, may be prejudicially affected;

h. The *Promoters and Owners* have handed over lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the Common Areas shall be handed over to the association of purchasers, once the same has been formed and registered;

i. The Apartment and the Project are complete in all respect, habitable and have been constructed and developed without any defect with respect to the workmanship or quality or structural construction;

4. THE PURCHASER DOETH HEREBY COVENANT WITH THE TRANSFERORS as follows:

a. The Purchaser and all other persons deriving title under it/them will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Agreement for Sale, which shall apply *mutatis mutandis*;

b. The Purchaser hereby acknowledges that it is his/her/its obligation and liability to make payment of all rates, taxes and all other outgoings whether local state or central in respect of his/her/it Apartment from the date of delivery of possession of the Apartment to the Purchaser and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and agrees to indemnify and keep the Transferors and the association of purchasers/ maintenance company (as applicable) saved harmless and fully indemnified of and from against all losses damages costs claims actions and proceeding including litigation cost suffered by the Transferors for nonpayment or delay in payment of the same;

c. In terms of the Agreement for Sale, the Purchaser has at or before the execution hereof deposit and/or keep deposited with the Promoter a sum of Rs. [•] (Rupees [•] only) and in the event of any default by the Purchaser in making payment of the municipal and other rates taxes (if applicable) and outgoings, electricity charges, maintenance charges and proportionate liability towards the Common Expenses as specified in the **Fifth Schedule** hereunder written, within the due dates and in the manner mentioned hereunder, the Promoters in their sole discretion and without prejudice to the other rights and remedies available to the Promoters, be entitled to meet out of the said deposit the amount/s under default. At the time of handover of the common areas and the common purposes to the association of purchasers/ maintenance company (as applicable), the Promoters shall transfer the balance lying in the said deposit account of the Purchaser to the association of purchasers/ maintenance company (as applicable).

5. MAINTENANCE OF THE APARTMENT/PROJECT

a. The Promoter shall be, either by itself or through its nominated agent, responsible to provide and maintain the Project's Common Areas, amenities and facilities, till taking over of the maintenance of the Project by the association of purchasers subject to purchasers making payment of the maintenance charges agreed under these presents.

b. The terms, conditions, covenants, restrictions etc., pertaining to use and enjoyment of the Common Areas of the Project are contained in **SIXTH SCHEDULE** hereto and all the purchasers of the Apartment shall be bound and obliged to comply with the same.

c. The Allottee/Purchaser shall be liable to pay interest @2% (two percent) per month on the due amounts and if such default shall continue for a period of 3 (three) months then in that event, the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Project and the Promoters/association of allottees as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

- (i) to disconnect the water supply to the Apartment,
- (ii) not to allow the usage of lifts, either by Allottee/Purchaser, his family members, domestic help and visitors.
- (iii) to discontinue the facility of DG Power back-up
- (iv) to discontinue the usage of all amenities and facilities provided in the Project to the Allottee/Purchaser and his family members/guests.
- (v) the Promoters/association of allottees as the case may be shall be having lien on the Apartment for such unpaid amount of maintenance charges.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee/Purchaser has made payment of all the dues together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/association of allottees to realize the due amount from the Allottee/Purchaser.

6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoters/ association of purchasers/ maintenance company, as the case may be, shall have rights of unrestricted access of all Common Areas, for providing necessary maintenance services and the Purchaser agrees to permit the Promoters/association of purchasers/ maintenance company to enter into the Apartment or any part thereof, after due prior written notice of 24 (twenty four) hours and during the normal working hours, unless emergent circumstances warrant otherwise, with a view to set right any defect.

7. USE OF SERVICE AREAS

The service areas, if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's, waiting room(s)/ storage room(s)/ changing room/ washroom(s) for staff etc. and other permitted uses. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of purchasers formed by the purchasers for rendering maintenance services.

8. COMPLIANCE WITH RESPECT TO THE APARTMENT

a. The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her/its own costs, in good repair and condition and shall not

do or suffer to be done anything in or to the Project, or the Apartment or the staircases, lifts, common passages, 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 Apartment, and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project are not in any way damaged or jeopardized;

b. The Purchaser further undertakes, assures and guarantees that he/she/it would not put any signboard/ nameplate, neon light, publicity material or advertisement material etc. on the face/ facade of the Building or anywhere on the exterior of the Project therein or the Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows, terrace and balcony area or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common areas of the Project. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Apartment; and

c. The Purchaser shall apply and obtain electric load for his/her/their/its apartment as per requirement from the concerned electric supply authority on his/her/their/its own cost.

d. The Purchaser undertakes and assures the Promoters that he/she/they/it shall never raise any objection against or take down the Promoters' Groups' names, logos and trademarks in form of neon lighting or otherwise that may be installed/attached on any conspicuous place in the common portions, on the ultimate roof, facade, boundary wall of the building and/or the project. The Purchasers shall always cooperate with and allow the Promoters and/or their representatives or assignees for maintaining such names, logos and trademarks.

e. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

9. MISCELLANEOUS:

a. Save and except the Apartment the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other apartments and spaces or constructed areas to the extent not forming part of the Common Areas and the Promoters and owners 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 Promoters and Owners, in their absolute discretion, shall think fit and proper and the Purchaser 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 Promoters and Owners exclusively;

b. Within 15 days from execution of the Deed of Conveyance the Purchaser shall apply for mutation of his/her name in respect of his/her/their apartment with the records of the concerned municipal corporation/authority and upon assessment shall commence payment of municipal taxes in a timely manner. In the event the purchaser fails and/or neglects to get his/her name mutated with the concerned municipal corporation in respect of his/her apartment within the time stipulated

herein then he/she shall become responsible to pay the proportionate tax against their apartment to the promoter who shall pay the same to the authority as unassessed portion till he/she gets the apartment mutated in his/her name.

c. Upon execution of the Deed of Conveyance the Purchaser shall apply before the concerned electricity provider to obtain an electricity meter as per their required electricity load in respect of his apartment.

d. In case of any amount (including maintenance charges) being due and payable by the Purchaser to the Promoters and/ or the maintenance company or the association of purchasers, the Purchaser shall not be entitled to let out, transfer or part with the possession of the Apartment till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the maintenance company or the association of purchasers, as applicable.

e. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoters shall be exclusively entitled to and shall have the exclusive right to install their own glow sign/ signage without any fee or charge and also to install and/or permit any telecom company or service provider to install Towers, V-Sat, Dish or other Antennas or installations of any nature in the Project on such terms and conditions as the Promoters may in its sole discretion think fit and proper without any objection or hindrance from the Purchaser, and the Purchaser hereby consents to the same;

f. The Promoters shall in their sole discretion be entitled to sell, transfer, deal with and/or otherwise dispose off the parking spaces and parking rights and/or grant to any purchaser the right to park private medium sized car(s) and/or other vehicles in or at the Parking Spaces save and except the Parking Spaces allotted to the Purchaser herein;

g. The Purchaser shall have no connection whatsoever with the purchasers/buyers of the other Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other purchasers (either express or implied) and the Purchaser shall be responsible to the Promoters for fulfillment of the Purchaser's obligations and the Promoters' rights shall in no way be affected or prejudiced thereby;

h. The properties and rights hereby transferred to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner. It is further agreed and clarified that any transfer of the Apartment by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land;

i. The Purchaser shall be and remain responsible for and indemnify the Promoters and/ or the maintenance company and/ or the association of purchasers against all damages costs claims demands and proceedings occasioned to the Project 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 Purchaser and shall also indemnify the Promoters against all actions claims proceedings costs expenses and demands made against or suffered by the Promoters as a result of any act omission or negligence of the Purchaser or the servants, agents, licensees or invitees of the Purchaser and/ or any breach or non-observance nonfulfillment or non-performance of the terms and

conditions of the Agreement for Sale and these presents to be observed fulfilled and performed by the Purchaser;

j. The Project at the Said Land shall bear the name “**MARINA’S EDGE**” unless changed by the Promoters from time to time in its absolute discretion and the Logo “[•]” shall always be displayed at a prominent place in the Project;

k. The Schedules and Annexures to this Deed shall always be deemed to be an integral part of this Deed and will be in full force and effect as though they were expressly set out in the body of this Deed and the Purchaser shall not raise any claim or dispute in respect of the contents thereof.

FIRST SCHEDULE

Said Land

ALL THAT the piece and parcel of Bastu/Bahutal Abasan land measuring an area of 99.4745 Decimals (equivalent to 4025.04 Sq. Mtr.) be the same or a little more or less in R.S./L.R. Dag No.470(P) comprised in L.R. Khatian Nos. 2455, 2447 & 2495 and R.S./L.R. Dag No. 472(P) comprised in L.R. Khatian Nos. 2523, 2475, 2487, 2448, 2522, 2519, 2530, 2520 & 2518, both the dags are lying at Mouza – Mahisbathan, Touzi No.145, J.L No.18, Holding No. [•], Revenue Survey No.215, under Police Station - Electronic Complex (formerly Bidhannagar East), within the limits of Bidhannagar Municipal Corporation, in the District of North 24 Parganas, butted and bounded in the manner as following:-

ON THE NORTH : L.R. Dag No.470(P);

ON THE SOUTH : L.R. Dag No.504;

ON THE EAST : L.R. Dag No.470(P) and 472(P);

ON THE WEST : 60 Meter wide road;

SECOND SCHEDULE

Apartment

ALL THAT the Apartment No. [•] (marked with color RED in the respective plan annexed herewith as Annexure A) having Carpet Area of [•] square feet more or less (corresponding to [•] square feet of built-up area, more or less) together with Terrace area of [•] square feet (corresponding to [•] super built-up area, more or less) on [•] floor of the Building along with the right to use [•] no. of covered mechanical / Open Mechanical / covered / open car parking space(s) being no. [•], [•] & [•] (marked with color RED in the respective plan annexed herewith as Annexure B and/or C), **TOGETHER WITH** the undivided proportionate impartible share in the Said Land underneath the Building and not forming part of the Common Areas **TOGETHER WITH** the *pro rata* right to use the Common Areas, all forming part of the Project namely “**MARINA’S EDGE**” to be erected and constructed.

The floor plan of the Apartment, Ground Floor and basement are annexed hereto and marked as marked as **Annexure A, B & C** respectively and the said floor plan shall always be deemed to be an integral part of this Deed and will be in full force and effect as though it were expressly set out in the body of this Deed.

THIRD SCHEDULE
(Devolution of Title in respect of the Said Land)

By virtue of twenty numbers of Registered Indentures of Conveyance on diverse dated, the Owners herein purchased ALL THAT piece and parcel of total land measuring an area of 99.47 Decimals in L.R. Dag Nos. 470(P) and 472(P) lying at Mouza – Mahisbathan, Touzi No.145, J.L No.18, Revenue Survey No.215, under Police Station-Electronic Complex (formerly Bidhannagar East), Ward No.1 of Bidhannagar Municipal Corporation, in the District of North 24 Parganas, Kolkata - 700101 from **The Eastern India Garment Manufacturers And Exporters Federation** (hereinafter referred as “**EIGMEF**”) and **EIGMEF Apparel Park Limited** (hereinafter referred as “**EAPL**”) in the following manner :-

Sl No	Deed Date	Deed No.	Registration Office	L.R. Dag	Name of the Vendors	Name of the Purchaser	Area of Land (Dec.)
1	08-02-2022	01163 of 2022	ARA-I, Kolkata.	470	EAPL	Pasari Developers LLP	4.1800
2	08-02-2022	01161 of 2022	ARA-I, Kolkata.	472	EIGMEF	Goldbrick Ventures LLP	8.5200
3	03-08-2022	09095 of 2022	ARA-II, Kolkata	470	EIGMEF	Regalia Ventures LLP	5.4945
4	03-08-2022	09096 of 2022	ARA-II, Kolkata	470	EIGMEF	Pasari Developers LLP	4.9500
5	03-08-2022	09097 of 2022	ARA-II, Kolkata	470	EIGMEF	Pasari Developers LLP	3.0400
6	10-02-2023	02569 of 2023	ARA-IV, Kolkata	472	EAPL	Buildmore Dealers Pvt. Ltd.	4.1250
7	10-02-2023	02573 of 2023	ARA-IV, Kolkata	472	EAPL	Buildmore Dealers Pvt. Ltd.	3.8200
8	10-02-2023	02567 of 2023	ARA-IV, Kolkata	472	EIGMEF	Buildmore Dealers Pvt. Ltd.	3.9500
9	10-02-2023	02575 of 2023	ARA-IV, Kolkata	472	EAPL	Tista Properties Pvt. Ltd.	4.1250
10	10-02-2023	02574 of 2023	ARA-IV, Kolkata	472	EAPL	Tista Properties Pvt. Ltd.	3.8200
11	10-02-2023	02566 of 2023	ARA-IV, Kolkata	472	EIGMEF	Tista Properties Pvt. Ltd.	3.9500
12	18-05-2023	06985 of 2023	ARA-IV, Kolkata.	470	EIGMEF	Deokiran Merchandise Pvt. Ltd.	3.8800
13	18-05-2023	06986 of 2023	ARA-IV, Kolkata.	470	EIGMEF	Regalia Ventures LLP	5.7700
14	18-05-2023	06987 of 2023	ARA-IV, Kolkata.	470	EIGMEF	Deokiran Merchandise Pvt. Ltd.	5.7700
15	03-08-2023	10973 of 2023	ARA-IV, Kolkata.	472	EIGMEF	Sunlike Tradecom Pvt. Ltd.	6.5100
16	03-08-2023	10970 of 2023	ARA-IV, Kolkata.	472	EIGMEF	Bhagya Laxmi Mineral And Logistic Pvt. Ltd.	5.7700

17	03-08-2023	10974 of 2023	ARA-IV, Kolkata.	472	EIGMEF	Bhagya Laxmi Mineral And Logistic Pvt. Ltd.	5.7700
18	03-08-2023	10969 of 2023	ARA-IV, Kolkata.	472	EIGMEF	M/s Swastik Enterprises	6.6000
19	03-08-2023	10971 of 2023	ARA-IV, Kolkata.	472	EIGMEF	Anant Niketan Pvt. Ltd.	3.6600
20	03-08-2023	10972 of 2023	ARA-IV, Kolkata.	472	EIGMEF	M/s Swastik Enterprises	5.7700

TOTAL AREA 99.4745

B. And as such the Owners herein became the lawful owners of the said land at Subject premises and got their names mutated with the records of BL & LRO, Rajarhat in respect of their respective lands in L.R. Dag Nos. 470(P) & 472(P) and also obtained L.R. Khatian numbers in respect of their names and as such the Owners herein are lawful owners in respect of the First Schedule Land and are in possession of the said land and also legally entitled to enter into these presents free from all encumbrances. The owner-wise land details of total land parcels and the L.R. Khatian numbers of the Owners herein are as follows :-

Owner No.	Name of the Owner	L.R. Dag No.	L.R. Khatian No.	Area (In Decimals)
1	Pasari Developers LLP	470(P)	2455	12.1700
2	Regalia Ventures LLP	470(P)	2447	11.2645
3	Deokiran Merchandise Pvt. Ltd.	470(P)	2495	9.6500
4	Anant Niketan Pvt. Ltd.	472(P)	2523	3.6600
5	Buildmore Dealers Pvt. Ltd.	472(P)	2475	11.8950
6	Tista Properties Pvt. Ltd.	472(P)	2487	11.8950
7	Goldbrick Ventures LLP	472(P)	2448	8.5200
8	Bhagya Laxmi Mineral And Logistic Pvt. Ltd.	472(P)	2519 & 2522	11.5400
9	Sunlike Tradecom Pvt. Ltd.	472(P)	2530	6.5100
10	M/s Swastik Enterprises	472(P)	2518 & 2520	12.3700
	TOTAL			99.4745

C. Subsequently by virtue of a Development Agreement dated 29th June, 2024 duly registered with the office of ARA-IV. Calcutta recorded in Book No.I, Volume No. 1904-2024, Pages from 549481 to 549548 being Deed No. 190409362 for the year 2024 the Owners herein appointed the Promoters herein for the purpose of proposed development of the land morefully described in First Schedule written hereinabove. Further, pursuant to the aforesaid Development Agreement, by way of a Power of Attorney dated 29th June, 2024 duly registered with the office of ARA-IV recorded in Book No.I, Volume No. 1904-2024, Pages from 537582 to 537611 being Deed No. 190409401 for the year 2024, the Owners herein appointed the Promoters herein as their lawful attorney to take all necessary steps on their behalf for the purpose of the aforesaid development and also take booking of and selling the saleable units/apartments in the project by executing and registering Agreement for sales, Deed of Conveyances, Deeds of Transfer on their behalf and receive booking money, consideration and other receivables from the allottees in the name of the Promoter No.1 who shall be responsible to distribute the part or total consideration amount amongst the owners in terms of the said Development Agreement.

D. Thereafter, the Owners by virtue of a Deed of Amalgamation dated 03rd March, 2025 duly registered with the office of the ARA-IV, Kolkata recorded in Book No.I, Volume No. 1904-2025, Pages from 123304 to 123329, being no. 190403044 for the year 2025 got their land parcels in L.R. Dag No.470(P) and 472(P) (both in Mouza Mahishbathan) amalgamated into one land parcel and the Bidhannagar Municipal Corporation on the basis of said Deed of Amalgamation amalgamated the said land parcels into one single holding being Holding No.[●] and mutated the names of all the owners in respect of the entire First Schedule Land with the records of the Bidhannagar Municipal Corporation.

FOURTH SCHEDULE

PART I **(Common Areas)**

- a) Overhead water reservoir.
- b) The beams supports, main walls, corridors, lobbies, stair-landings, stair-ways, lift, lift well, lift machine rooms, electric meters room entrance to and exits from the building and other areas and spaces of the building intended for the common use.
- c) Installation of common services such as water sewerage etc.
- d) Lifts, pipes, ducts and all apparatus and installations in the said building for common use.
- e) Maintenance office at the said building.
- f) High Tension/I.T. Sub Station Room, Meter Room.
- g) Generator and the space required for installing the same.
- h) Water filter plant and space, if any.
- i) Water pump, underground water Reservoir, Tube Well (if any) and the Distribution pipes upto the Blocks.
- j) Such other equipments, machinery or facilities as be required for the complex.
- k) The water falls, fountains and the lawns, if any.
- l) Fences/hedges/boundary walls and gates of the complex.
- m) Shades and other constructions: garbage room, main gate, security room, maintenance office.
- n) Driveways/spaces in the ground floor and basement area, if any, excluding areas meant or intended for parking of cars, landscaped areas, services and for any other purposes.
- o) Dedicated ducts for Communication system, if any.
- p) Main Switch, common meter, transformer Electrical Sub Station Installation.
- q) The Amenities mentioned in PART-II of this Schedule are part of the Common Area.

PART II **(Amenities of the Project)**

- i) Club *:
 - (a) Swimming Pool with changing room

- (b) Community Hall with Kitchen
- (c) Gym
- (d) Indoor play/Recreation area
- (e) Business Center
- (f) AV Room
- (g) Lounge Room
- ii) Water Filtration Plant
- iii) 3 Nos of Elevator
- iv) Stand-by Power Supply for Common Facilities
- v) Open Multipurpose Court
- vi) Open Kids Play Area
- vii) Landscape Garden
- viii) Rooftop Garden

*At extra cost.

FIFTH SCHEDULE

Common Expenses

1. Establishment and all other capital and operational expenses of the association of purchasers;
2. All charges and deposits for supplies of common utilities and for the use of various amenities of the Project specified in **Part II** of the **Fourth Schedule**;
3. All charges for the electricity consumed for the operation of the common machinery and equipment and lighting;
4. Cost of operating the fire-fighting equipment and personnel, if any;
5. All expenses for insuring the Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion etc;
6. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting and renovating the common portions, including the exterior or interior (but not inside any apartment) walls of the Building;
7. All expenses for running and operating all machinery, equipment and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the Common Areas;
8. All expenses required to be incurred on account of renewal of NOCs, Licence and AMC for all equipment, machineries and lifts installed in the Project, save and except AMC for mechanical car parking spaces allotted to the purchaser/s;
9. Municipal tax, multi storied building tax, water tax and other levies in respect of the Building save those separately assessed for the Apartment of the Purchaser;

10. Contribution @ 8% of the monthly maintenance charges for creation of sinking fund for replacement, renovation and other periodic expenses of equipment and to cover major expenses to be required for proper management and maintenance of the Project;

11. The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians etc. including perquisites, bonus and other emoluments and benefits; and

12. All the fees and charges payable to the agency, if appointed for the looking after the maintenance of the Project, including all the statutory taxes.

SIXTH SCHEDULE

(Terms, Conditions, Covenants and Restrictions pertaining to use and enjoyment of the Common Areas of the Project)

1. As a matter of necessity, the ownership and enjoyment of the apartments by purchasers shall be consistent with the rights and interest of all the other purchasers and in using and enjoying their respective apartments and the Common Areas, each of the purchasers shall be bound and obliged to comply with the following:

(a) to co-operate with the Promoter and/ or Association of purchasers and/ or the maintenance company, as may be applicable, with respect to the management and maintenance of the Common Areas in the Project;

(b) to observe the rules, regulations and restrictions from time to time in force for the quiet and peaceful use and enjoyment and management of the Project and in particular the Common Areas, as may be made and/ or framed by the Promoter and/or association of purchasers and/ or the maintenance company, as the case may be;

(c) to allow the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable, with or without workmen to enter into their respective apartments at all reasonable times for the purpose of repairs and maintenance of the Project and for the purpose of examining the state and condition thereof and make good all defects and decays in their respective apartments within 7 (seven) days of giving of a notice in writing by the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable;

(d) to use their respective apartments only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as guest house, boarding and lodging house, hotel, nursing home, meeting place, club, eating and catering centre, hobby centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable;

(e) not to use the ultimate roof of the Building and/ or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other purchasers;

(f) to use the Common Areas only to the extent required for ingress to and egress

from their respective apartments of men and materials and passage of utilities and facilities;

(g) to keep the Common Areas in the Project 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;

(h) not to claim any right whatsoever or howsoever in nature over any apartment or portion in the Project save and except their respective apartments;

(i) not to put any nameplate and/ or letter box and/ or neon-sign and/ or board in the Common Areas and/ or on the outside wall of the apartment save and except decent nameplates outside the main gates of their respective apartments. It is hereby expressly made clear that in no event any purchaser shall open out any additional window or any oilier apparatus protruding outside the exterior of his apartment;

(j) not to do or permit to be done any act, deed or thing which may render any policy of insurance obtained for the Project void or voidable or may cause any increase in the premium payable in respect thereof;

(k) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of their respective apartments or the Project other than the manner agreed by the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable;

(l) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Common Areas nor into lavatories, cisterns, water or soil pipes serving the apartments;

(m) not to commit or permit to be committed any alterations or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Project;

(n) to keep their respective apartments and partition walls, sewers, drains pipes (including balcony drainage), cables, wires, entrance and main entrance serving any other apartment in the Project in good and substantial repair and condition so as to support, shelter and protect the other apartments of the Project and keep the same habitable. In particular and without prejudice to the generality to the foregoing, the purchasers shall not make any form of alterations in the beams and columns passing through their respective apartments or the Common Areas for the purpose of making changes or repairs to the concealed wiring and piping or otherwise;

(o) In the event any purchaser has been allotted any right to use the car parking space within the Project, then such purchaser shall be bound and obliged to observe, fulfill and perform the following terms and conditions:

i. The purchasers shall use such car parking space only for the purpose of parking of a private medium sized car(s) within the allotted demarcated space and for no other purpose whatsoever;

ii. The purchasers shall not be entitled to sell, let out, transfer, assign or part with the possession of the car parking space(s) allotted to them independent of the apartments and, they shall not permit or allow any person to park their private medium sized car(s) or other vehicle(s) at such allotted car parking space as tenant, lessee, caretaker, licensee or otherwise independent of his/her/its apartment in the Project. However, the purchasers shall be entitled to let out, transfer or part with possession of such car parking space, independent of his/her/its apartment only to any other Purchaser of the apartment in the Project;

iii. The purchasers shall not make any construction of any nature whatsoever in or around such car parking space or any part thereof nor cover such car parking space by erecting walls/ barricades etc. of any nature whatsoever;

iv. The purchasers shall not park nor allow or permit anyone to park private medium sized car(s) and/ or any other vehicle nor shall claim any right of parking private medium sized car(s) and/ or any other vehicle in or at the driveways, pathways or passages within the Project or any other portion of the Project;

v. The purchasers shall observe, fulfill and perform all terms, conditions, stipulations, restrictions, rules and regulations, as be made applicable, from time to time by the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable, with respect to the usage and maintenance of the car parking spaces in the Project; and The purchasers shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such car parking space, as applicable, and shall indemnify and keep saved, harmless and indemnified the Promoter and/ or association of purchasers and/ or the maintenance company, as may be applicable with respect to claim arising out of the same.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th (seventh) day of the month for which the same be due (in case of monthly payments) and all other payments herein mentioned shall be made within 7 (seven) days of demand being made by the Promoter and/ or association of purchasers and/ or the maintenance company. The bills and demands for the amounts payable by the purchasers shall be deemed to have been served upon them, in case the same are left in their respective apartments or in the respective letter boxes;

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 Building and the Project including the Common Areas and the same shall be shared by and between the purchasers proportionately. Furthermore, such payment shall be made by the purchasers irrespective of whether or not the purchasers uses or is entitled to or is able to use all or any of the Common Areas. Any non-use and/ or non-requirement thereof shall not 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 any purchaser;

4. In the event of any of the purchasers failing and/ or neglecting and/ or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by him/her/it as aforesaid and/ or in observing and performing him/her/its covenants, terms and conditions hereunder, then without prejudice to the other remedies available to the Promoter and/ or association of purchasers and/ or the maintenance company, such defaulting purchaser shall be liable to pay to the Promoter and/ or association of purchasers and/ or the maintenance company interest at the rate of 2% (two percent) per month on all the amounts in arrears and without prejudice to the aforesaid. The Promoter and/ or association of purchasers and/ or the maintenance company shall be entitled to the following after giving 15 (fifteen) days prior written notice to the such defaulting purchasers to remedy the default:

- (i) To withhold and stop all other utilities and facilities (including generator etc.,) to the defaulting purchaser and his/her/its/their employees, servants, visitors, guests, tenants, licensees and/or his/her/its/their apartment;
- (ii) To demand and directly realise rent and/ or other amounts becoming payable to the defaulting purchaser by the tenants or licensees or other occupant in respect of the apartment of the defaulting purchaser; and
- (iii) To display the name of such purchasers as a defaulter on the notice board of the Project.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands at Kolkata on the day, month and year first above written.

SIGNED AND DELIVERED by the OWNERS in the presence of: Signature: Name:	For PASARI DEVELOPERS LLP For REGALIA VENTURES LLP For DEOKIRAN MERCHANDISE PVT. LTD. For ANANT NIKETAN PVT. LTD. For BUILDMORE DEALERS PVT. LTD. For TISTA PROPERTIES PVT. LTD. For GOLDBRICK VENTURES LLP For BHAGYA LAXMI MINERAL & LOGISTIC PVT. LTD. For SUNLIKE TRADECOM PVT. LTD. For SWASTIK ENTERPRISES (1) (2) _____ Director/Authorized Signatory (AKP Promoters Pvt. Ltd. & Bengal Reliable Mahanirman Ltd. as Constituted Attorneys)
SIGNED AND DELIVERED by PROMOTERS in the presence of: Signature: Name:	For the PROMOTERS: (1) (2) _____ Director/Authorised Signatory of AKP Promoters Pvt. Ltd. (Promoter No.1) & Bengal Reliable Mahanirman Ltd. (Promoter No.2)
SIGNED AND DELIVERED by PURCHASERS in the presence of: Signature: Name:	_____ [•] _____ [•]

MEMO OF CONSIDERATION

Received from the within named Purchaser a sum of Rs. [●] (Rupees [●] only) as a full and final payment towards the Total Price receivable under this Deed, in the following manner:

Date	Particulars	Amount (Rs.)
[●]	By Demand Draft/account payee Cheque No. [●] dated [●] issued by the [●] Bank, [●] Branch, for and on behalf of [●], drawn in favour of [●]	[●]
[●]	By Demand Draft/account payee Cheque No. [●] dated [●] issued by the [●] Bank, [●] Branch, for and on behalf of [●], drawn in favour of [●]	[●]
[●]	By Demand Draft/account payee Cheque No. [●] dated [●] issued by the [●] Bank, [●] Branch, for and on behalf of [●], drawn in favour of [●]	[●]
[●]	By Demand Draft/account payee Cheque No. [●] dated [●] issued by the [●] Bank, [●] Branch, for and on behalf of [●], drawn in favour of [●]	[●]
Total		[●]

For **AKP PROMOTERS PRIVATE LIMITED**

[Director/Authorised Signatory]
(Promoter No.1)

For **BENGAL RELIABLE MAHANIRMAN LTD.**

[Director/Authorised Signatory]
(Promoter No.2)

Annexure A
(Plan of the Apartment)

DRAFT

Annexure B
(Plan of the Ground Car Parking Space)

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Annexure C
(Plan of the Basement Car Parking Space)

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