

**DRAFT**

**CONVEYANCE DEED**

**THIS CONVEYANCE DEED** executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_ (Month), 20\_\_\_\_.

**By and Between**

**RAJA UDYOG PRIVATE LIMITED**, (having CIN U15412WB2001PTC092881 and PAN AACCR0764P), a Company within the meaning of the Companies Act, 2013 having its registered office at 16 F, B T Road Sukhchar Girja, Post Office Sukchar, Police Station Khardah, Kolkata, North 24 Parganas WB 700115 represented by \_\_\_\_\_ (having Aadhaar No. \_\_\_\_\_, PAN Number \_\_\_\_\_, son of \_\_\_\_\_ of \_\_\_\_\_, Police Station :- \_\_\_\_\_, Post Office - \_\_\_\_\_, being the authorized representative of Vendor's Constituted Attorney namely Sagnik Export (I) Private Limited appointed by Power of Attorney dated 18<sup>th</sup> September 2024 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2024 Pages 741403 to 741429 Being No. 190413805 for the year 2024 hereinafter referred to as "the **Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-office and/or successors-in-interest, and permitted assigns) of the **FIRST PART**;

**AND**

**SAGNIK EXPORT (I) PRIVATE LIMITED** (having CIN U19119WB1995PTC074310 and PAN AAHCS1845D), a Company within the meaning of the Companies Act, 2013 having its registered office at P-9 Motijheel Avenue, Post Office Motijheel, Police Station Nagerbazar, Kolkata-700074, West Bengal, India and represented by its Authorized Representative namely Mr. \_\_\_\_\_ (having Aadhaar No. \_\_\_\_\_, PAN Number \_\_\_\_\_, son of \_\_\_\_\_ of \_\_\_\_\_; hereinafter referred to as "the **Promoter**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **SECOND PART**;

**AND**

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) having his/her PAN no. \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ aged about \_\_\_\_\_ years, nationality \_\_\_\_\_, residing at \_\_\_\_\_ and Second Purchaser, Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) having his/her PAN No. \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ aged about \_\_\_\_\_ years, nationality \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter referred to as "the **Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include \_\_\_\_\_ heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

Sagnik Export (India) Pvt. Ltd.



Director

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

**I. WHEREAS:**

- A. The Vendor is the sole and absolute owner of **All That** piece and parcel of land containing an area of 3.87 Acre or 387 Satak or 11 Bighas 14 Cottahs 2 Chittack 7 Square feet more or less more or less (documents of title erroneously stated to contain a total area of 4.027 acre or 402.7 satak) situate lying at and being Holding No. 224F (formerly Holding No. 186F and theretofore Holding Nos. 8, 7, 11, 12, 13, 14, 15, 16 and 17), Barrackpore Trunk Road, within ward No. 14 of the Panihati Municipality comprised in L.R. Dag No. 9511, Khatian No. 2676 (formerly R.S. Dag Nos. 3408, 3409, 3410, 3411, 3412, 3417, 3418, 3419 (portion), 3408/3529, 3419/3557 and 3483 (portion) recorded in R.S. Khatian Nos. 115, 116, 117, 118, 2016 and 2017 in Mouza Sukhchar, J.L. No. 9, Police Station Khardah, in the District of North 24 Parganas (hereinafter referred to as "the **Entire Land**" or "**Larger Property**") together with several dwelling rooms and other structures on portions thereof and appendages thereof. The particulars of the documents whereby the Vendor became the owner of the Entire Land (which includes the Project Land as defined below) and other facts of devolution of title in respect of the Entire Land is mentioned in **Schedule A-1** hereto.
- A1 The Promoter is the developer appointed by the Vendor in respect of the Entire Land under Development Agreement dated 18<sup>th</sup> September 2024 particulars whereof is mentioned in **Schedule A-1 ("Development Agreement")**.
- A2. The Promoter has decided to develop the Entire Land in multiple phases. The Project involving the present transaction relates to a portion of the Entire Land being **All That** the portion containing an area of \_\_\_\_\_ Acre or \_\_\_\_\_ Satak or \_\_\_\_\_ Bighas \_\_\_\_\_ Cottahs \_\_\_\_\_ Chittack \_\_\_\_\_ Square feet more or less situate lying at and being being portion of Holding No. 224F, Barrackpore Trunk Road, within ward No. 14 of the Panihati Municipality and being portion of L.R. Dag No. 9511 Khatian No. \_\_\_\_\_ (formerly portions of R.S. Dag Nos. \_\_\_\_\_ recorded in R.S. Khatian Nos. 115, 116, 117, 118, 2016 and 2017) in Mouza Sukhchar, J.L. No. 9, Police Station Khardah, in the District of North 24 Parganas morefully described in **PART-I of Schedule A** (hereinafter referred to as "the **Project Land**"). The Project Land is delineated in the plan annexed hereto duly bordered thereon in "Blue".
- B.** The Project land is as per the current planning of the Promoter earmarked for construction of multistoreyed building comprising, for the time being, of buildings having, inter alia, 3 Blocks namely Block Nos. "1", "2" and "3" with Ground plus 18 upper floors (hereinafter referred to as "the **Buildings**") at identified portion thereof and containing residential units from first floor level and parking areas, common areas and other areas thereat.
- C.** The Promoter is permitted under the Development Agreement to develop the Entire Land in portions, lots and phases and has accordingly planned for its development in multiple lots and portions as follows:-

- (a) First Phase comprising of the Project Land with the said Buildings (collectively referred to as "the **Project**"); The Project shall be known as '**KINGS LYNN RESIDENCY**'.
- (b) One or more Phases for development at the remaining portion of the Entire Land (hereinafter referred to as "the **Future Phase Land**") which as per the current planning of the Promoter comprise of offices, shops, showrooms, banquets, cinema hall and other mercantile and commercial uses with its common areas (hereinafter collectively referred to as "the **Future Phase**" which expression shall include any variation in the planning and/or use in the Future Phase as may be made by the Promoter from time to time). The Future Phase Land is delineated in the plan annexed hereto duly bordered thereon in "Yellow".
- D.** The Promoter has obtained the sanctioned building plan approvals for the Project from Panihati Municipality vide Building Permit being SWS-OBPAS/2123/20250057 dated 29<sup>th</sup> December 2025 (**sanctioned Building Plans**) which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Panihati Municipality and other concerned authorities). The said sanctioned Building Plans additionally contemplate several other buildings and constructions on other portions of the Entire Land. The Promoter has caused to be constructed the Project and obtained the Completion Certificate/Occupancy Certificate in respect of the Building/s on \_\_\_\_\_.
- E.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. WBRERA/P/NOR/202\_\_\_/\_\_\_\_\_.
- F.** By Agreement for Sale dated \_\_\_\_\_ (hereinafter referred to as "the **Sale Agreement**"), made between the Promoter, the Purchaser and the Vendor, the Promoter and the Vendor agreed to sell to the Purchaser (as Allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** Apartment No. \_\_\_\_\_ (hereinafter referred to as "the said **Unit**") having Carpet Area of \_\_\_\_\_ square feet more or less, type Standard, on \_\_\_\_\_ floor in the Tower\_\_\_\_ (\_\_\_\_) (hereinafter referred to as "the **Designated Tower**") along with parking facility for \_\_\_\_\_ (\_\_\_\_) motor car/two wheeler to be used by the Purchaser as permissible under the applicable law (hereinafter referred to as "the **Parking Facility**") Together With pro rata share in the common areas (as mentioned in the **SCHEDULE D** hereto) and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as "**Common Areas**"). The Unit, the Parking Facility, if any and pro rata share of the Common Areas is hereinafter collectively referred to as "the **Designated Apartment**" and the Unit is more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as '**Appendix-A**'. Certain other expressions used in this deed shall have the meaning as per Schedule A-2 hereto. The pro rata share in the Common Areas was agreed to be transferred so as to be ultimately held by the Purchaser as member of Association.
- G.** The Purchaser has paid the entire consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only payable for sale of the Designated Apartment under the Sale Agreement and the Vendor and the Promoter have apportioned and received the

respective amounts receivable by them out of the same. The Vendor has agreed to complete the sale of the pro rata undivided share in the Land in the manner herein stated.

- H.** The Purchaser has inspected the Designated Apartment and the Complex and satisfied himself about the construction and specification thereof and area of the Designated Apartment and the Common Areas provided and has no complaints or objection thereabout. The Purchaser has also gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein including the Additional disclosures and details contained in the Sale Agreement and in this Deed and has accepted the same and is fully satisfied thereabout.
- I.** As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the Common Areas to the Association. Pending formation of Association and for security of the Purchaser, the transfer in terms of clause IIA shall apply which the Purchaser agrees and accepts alongwith other related provisions mentioned elsewhere in these presents.
- J.** The Parties hereby confirm that they are signing this Deed with the full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.

**II** **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and out of the same the Vendor hereby admit and acknowledge the receipt of apportioned sum towards the prorata share in the Project Land attributable to the said Unit and Vendor and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendor, to the extent of their respective entitlement, do hereby sell and transfer unto and to the Purchaser **ALL THAT** the said Unit No. \_\_\_\_ morefully and particularly mentioned and described in **Schedule-B** hereto together with parking facility if granted to the Purchaser and if so and as specifically mentioned in the said Schedule B **AND TOGETHER WITH** right to use the Common Areas and Installations in common with the Vendor and the Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendor into or upon the same **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendor as are set out in the **Schedule C** hereto **AND SUBJECT TO** the Purchaser observing, fulfilling and performing House Rules and other covenants, terms and conditions as contained hereinbelow and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

IIA. As per Section 17 of the Act, the Promoter is, inter alia, required to execute undivided proportionate title in the common areas to the Association. The Promoter agrees to enable the formation of the Association of co-owners of the Project and upon formation of such Association, the Promoter and the Vendor agree to convey the title to the Common Areas (including Project Land). The formation of Association is at the hands of the Co-owners of the Project and the Promoter and the Vendor record that they are keen to enable the formation.

Without affecting or prejudicing the said rights and obligations of the Promoter and the Vendor, at the request of the Purchaser and to allay any insecurity of the Purchaser and with the consent of the Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the Project Land (attributable to the Unit) by the Vendor and of the undivided proportionate title to the other Common Areas (attributable to the Unit) by the Vendor and the Promoter, to the extent of their respective entitlement, is and shall be deemed to be hereby conveyed to the Association to take ipso facto effect immediately upon the formation of the Association absolutely and shall remain vested with the Purchaser until then in trust and for the benefit of the Association.<sup>1</sup> It is clarified that any document or instrument required to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser or of the Association including stamp duty and registration fee.

**III. THE VENDOR AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER** as follows:-

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

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<sup>1</sup> In case transfer to Association takes place prior to execution of sale deed of a unit in favour of the Allottee or the Association is formed prior to such execution, the clause shall undergo suitable modifications.

Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

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

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
  - (i) The Purchaser shall have exclusive ownership of the said Unit.
  - (ii) Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016 and at the instance of the Purchaser, the Association is intended to be the owner of the undivided proportionate share in the Common Areas as morefully mentioned in clause IIA hereinabove. The Purchaser shall also have title to undivided proportionate share in the Common Areas as members of the Association as stipulated in clause IIA hereinabove.
  - (iii) Since the share interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with the Promoter, the Vendor, the other co-owners, occupants, maintenance staff etc. without causing them any inconvenience or hindrance and as per the rules made in this respect including the House Rules. Further, the right of the Purchaser to use the Common Area shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall hand over the Common Areas to the Association.
2. **SINGLE UNIT:** The Purchaser agrees that the said Unit along with Parking Facility (if any) shall be treated as a single indivisible unit for all purposes.
3. **INDEPENDENT PROJECT:** It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone except certain common areas that may be shared between the Project Land and with any Future Phase and save as above, shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as mentioned in **Schedule D** hereto shall be available only for the use and enjoyment of the co-owners of the Project and if any use is granted to any co-owners of the Future Phase, then with those co-owners too.<sup>2</sup>
4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934

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<sup>2</sup> Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and the Vendor accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and the Vendor fully indemnified and harmless in this regard.

5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen inspected and examined the Project and the Designated Apartment and all Common Areas and Installations thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan and the sanctioned plans as modified and the Completion Certificate and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat and all the Common Areas and Installations and in fully satisfied thereabout.
6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the Common Areas to its satisfaction without any claim or objection of the Purchaser and the common areas to the Maintenance In-charge duly made ready and complete with all specifications, amenities and facilities of the project.
7. **HANDOVER OF DOCUMENTS:** The Purchaser agrees acknowledges accepts and confirms that the Promoter shall handover the necessary documents and plans, including common areas, to the Association upon its formation and taking charge.
8. **PAST OUTGOINGS:** The Purchaser and the Maintenance In-Charge acknowledges, accepts and confirms that the Promoter has already paid all outgoing before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (including those mentioned in this Deed and the Sale Agreement), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoing, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Purchaser is aware and accepts that the Maintenance In-charge is and shall be responsible to provide and maintain essential services in the Project. On its incorporation the Association shall be the Maintenance In-charge. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.

10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Sale Agreement relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of occupancy certificate and/or partial occupancy certificate of the building in which the Unit is situated, as the case may be, the Parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the Parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Purchaser or any other co-owners or Association of co-owners and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of co-owners or competent authority. The Purchaser is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause.

It is clarified that the defect liability responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Purchaser and/or other co-owners of the apartments or their nominee/agent, (iii) cases of force majeure including accident (iv) failure of the Purchaser or Maintenance In-charge to maintain the amenities/equipment or negligent use by them or any of them. Provided that where the manufacturer warranty as shown by the Promoter to the Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said apartment / building / phase, as the case may be and if the annual maintenance contracts are not done/renewed by the Purchaser and/or the other co-owners, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchaser has been made aware and the Purchaser expressly agrees that hairline or thin cracks on the external and internal walls which happens due to variation in temperature of more than 20 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser it shall be necessary to appoint an expert who shall be a nominated surveyor appointed by the Architect of the Project and such surveyor shall survey and assess the same and then submit a report on the causes of such defects including as to whether the same was caused by the material used in the structure of the Apartment and in the workmanship executed by the Promoter. The decision of the

Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Purchaser.

11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/Maintenance In-charge shall have rights of unrestricted access to all Common Areas and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or Maintenance In-charge to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Purchaser to remedy any want of repair.

12. **USAGE: Use of Service Areas:** The service areas if any located within the Project Land may be ear-marked for purposes such as parking spaces and services including but not limited to STP, transformer, DG set, underground water tanks, Pump rooms, Water treatment plant, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the association of co-owners formed by the co-owners for rendering maintenance services.

**13. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

13.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Purchaser separately in addition to the Total Price of the Designated Apartment.

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

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

- (a) Goods and Service Tax and any other tax, levy, cess by any name called (including Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Purchaser and shall be paid proportionately, if levied as a whole on the Designated Block or the Project and wholly, if levied specifically on the Designated Apartment (including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Purchaser further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Purchaser in any manner whatsoever.
- (b) Fees and expenses, if any, payable to any authority towards Sale or Transfer Permission fees.

- (c) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
  - (d) Security Deposit and other expenses as may be required by the CESC Limited or any other electricity provider for individual meter in respect of the Designated Apartment directly with the CESC Limited or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas. In case the CESC Limited fails and/or delay in providing individual/ common electricity meter to the co-owners of the Apartments of the said Project and/or provide HT Connection to the said Project, in that event the Promoter/Maintenance Agency may temporarily provide electricity to co-owners from the existing power connection obtained by the Promoter for construction. The Purchaser shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Promoter or the Maintenance Agency, as the case may be, on the basis of electricity consumption recorded in the Electricity Sub-Meter. The rate of electricity consumption payable by the Purchaser will be in accordance with the rate charged by the electricity service provided in respect of such electricity, together with cost of transmission loss and applicable charges for distribution of the electricity to individual Purchaser and the Purchaser shall not raise any objection about rate charges as not being residential but commercial for providing such services and shall pay the same within the time stipulated in such bills.
  - (e) Stamp Duty and Registration Charges and all other applicable charges in respect of this Deed and/or any future contracts in pursuance hereof and the Sale Deed to be executed in pursuance hereof.
  - (f) Fixed miscellaneous charges for registration of this Deed and/or any other contract, which shall be paid by the Purchaser to the Promoter.
  - (g) Proportionate costs of formation of Association and handover to Association.
- 13.2.1 The Deposits as mentioned in the Sale Agreement and paid by the Purchaser to the Promoter shall be held by the Promoter as interest free security deposits and unless any amount out of the same is adjusted due to non-payment of the taxes and outgoings payable by the Purchaser, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.
- 13.2.2 This Deposits shall be transferred by the Promoter to the Maintenance In-charge (upon adjustment of arrear dues if left by the Purchaser) within 3 months of the Association requiring the same from the Promoter.

### 13.3 **Maintenance In-charge:**

- 13.3.1 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 (hereinafter referred to as the "**Association**") by the Co-owners of the apartments in the Project and the Purchaser hereby agrees to become a member of the Association and to sign, execute and register all documents required for the formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge

in formation of the Association and the Purchaser agrees to do all acts, deeds and things as may be required by such consultant(s) within the stipulated time and to pay the proportionate costs for the formation and operationalization of the Association.<sup>3</sup>

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

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

#### 13.4 **Common Areas Related:**

13.4.1 The Designated Tower contains certain Common Areas as specified in **PART-I** of the **SCHEDULE D** hereto and which the Purchaser shall have the right to use in common with the Vendor, the Promoter and other Co-owners of the said Designated Block and other persons as may be permitted by the Promoter it being expressly agreed that certain common areas (at the sole discretion of the Promoter) may if so permitted by the Promoter, be in common use with the owners and occupiers of Future Phase.

13.4.2 The Project also contains certain Common Areas as specified in **PART-II** of the **SCHEDULE D** hereto which the Purchaser shall have the right to use in common with the Vendor, the Promoter and other Co-owners of the Project and other persons as may be permitted by the Promoter for the activities related to Common Purposes it being expressly agreed that certain common areas (at the sole discretion of the Promoter) may if so permitted by the Promoter, be in common use with the owners and occupiers of Future Phase.

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<sup>3</sup> In case the Association is formed before the execution of this Deed, this clause will be suitably amended

13.4.3 Save those expressed or intended by the Promoter to form part of the Common Areas as per the **SCHEDULE D** hereto, no other part or portion of the Designated Block or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner(s).

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

### 13.5 **Unit Related:**

13.5.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the said Unit including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. The Purchaser shall be obliged to do and carry out the said fitout works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal authority, the National Building Code, Fire Safety laws and rules with minimum noise and without causing any disturbance or annoyance to the other Co-Owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any part or portion of the Common Areas and that there shall be regular clearing of all debris arising out of the Fit out works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, the ceiling and the walls of the said Unit or do any manual chase cutting or the like in the said Unit. The Purchaser shall be responsible for all consequences, including the loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out the fit out(s) or other activity.

### 13.5.2 **Area Calculations:**

13.5.2.1 **Carpet Area:** The carpet area for the said Unit or any other Unit shall mean the net usable floor area of such Unit excluding the area covered by the external walls, the areas under services shafts and the area under the exclusive balcony, but includes the area covered by internal partition walls of the said Unit.

13.5.2.2 **Open Terrace Area:** The net usable area of the exclusive open space attached to the Unit if granted to the Purchaser.

13.5.2.3 **Balcony Area:** The net usable area of the exclusive covered balcony/balconies, if any, attached to the said Unit.

13.5.2.4 **Built-up Area:** The built-up area for the said Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony. The built-up area of the Open Terrace includes the Open Terrace Area including the thickness of the parapet walls thereof and one-half of party walls.

- 13.5.2.5 **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided \_\_\_\_\_ Square feet more or less decided by the Promoter/ Architect.
- 13.5.2.6 **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_\_ Square feet more or less.
- 13.5.2.7 The super built-up area of the Apartment, nomenclature of parking facility as garage, the area and value of the garage, if any, mentioned in the e-assessment slip issued by the online process in the official website of the Government of West Bengal, Directorate of Registration and Stamp Revenue are all only to enable the online generation of the e-assessment slip and the Purchaser shall not be entitled to claim any such detail or rely upon the same in any manner either adverse to the Promoter or otherwise.
- 13.5.3 It is clarified that the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto. The Purchaser has accepted all the Area Calculations and figures mentioned above upon verification and shall not raise any dispute challenge or claim in respect thereof against the Promoter or the Vendor or any other person at any time.
- 13.6 **Housing Loan by Purchaser:** In case the Purchaser, with the prior written consent of the Promoter, has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone. In no event the Vendor, the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.
- 13.7 **Activity Centre Related:**
- 13.7.1 **Users:** The Purchaser shall have the right to use Activity Centre facilities in the Project in common with the Vendor, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter and the project/s that may be constructed on any Future Phase (if any), as the Promoter may in its absolute discretion decide and to the other stipulations, terms and conditions as also contained in clause 13.15 below with regard, and shall not, under any circumstances, raise any objection or hindrance to such common use.
- 13.7.2 **Facilities:** The Promoter has erected, installed and/or made available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter

as hereinafter mentioned. A list of the facilities of the Activity Centre as has been provided **PART-III** of **Schedule D** hereto<sup>4</sup>.

**13.7.3 Activity Centre Costs:** All costs and expenses for and relating to the Activity Centre Facilities (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the co-owners of the Project. The Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge. The Activity Centre Facility may be used by the Purchaser alongwith family members residing at the Unit in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail such facilities or any of them, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or terms and conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

**13.7.4 Commencement of Operation of the Activity Centre/Club:** The Promoter shall endeavor to get the Activity Centre operational after the entirety of the Project is complete and made ready. The Purchaser accepts and confirms that the date of completion of construction of the Designated Apartment shall have no connection and correlation with the Activity Centre becoming operational and that the Purchaser shall not raise any claim or objection in this regard.<sup>5</sup>

**13.7.5 Administration of the Activity Centre:** The Purchaser agrees and confirms that the Activity Centre (at the sole discretion of the Promoter) shall be initially managed and operated by the Promoter either by itself or through its nominee for such period as the Promoter shall think proper. The Promoter herein shall appoint on such terms and conditions as the Promoter may deem fit and proper one or more person or agency ("**Manager**") for the management and administration of the Activity Centre and rendition of the facilities therein to the users thereof, appointment/engagement of professionals and other persons therefor and setting out the rules and charges of use. The Manager may or may not be the Maintenance Agency and the cost of such Manager shall be part of the costs and expenses of running, management and administration of

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<sup>4</sup> Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

<sup>5</sup> Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

the Activity Centre. The Association shall be given the responsibilities in respect of the Activity Centre at such time and on such terms and conditions as the Promoter may deem fit and proper. All costs, charges and expenses pertaining to the Activity Centre and its running, administration, repair, maintenance, replacement, insurance etc., shall be and form part of the Common Expenses.

### 13.8 Overall Project Related :

- 13.8.1 **Car Parking Areas:** The Project contains open and covered parking spaces as per sanctioned plans. In addition, the Project also contain open spaces which do not form a part of the Common Areas but which can be used for parking (hereinafter referred to as "**Open Parking Areas**"). For a regulated and disciplined use of these spaces, who are allotted Parking Facility of the type applied by him in an identified dependent or independent space, the same shall be against parking facility maintenance charges payable by such person. The Purchaser agrees and undertakes neither to raise any dispute or objection in respect of the allotment of parking made by the Promoter in respect of the Open Parking Areas to any other co-owners nor to disturb the use of the allotted parking space by the concerned co-owner.
- 13.8.2 The Promoter has made provisions for installation of EV charging system with related sub/prepaid meters for charging electric motor cars/two wheelers for use by the co-owners upon pre-payment of charges for the same to the Maintenance In-charge. All costs and expenses for the upkeep and maintenance of such EV charging system shall form part of the Common Expenses. In case any Purchaser does not have EV Charging system to his/her parking facility and is desirous of adding the same, then subject to the same being feasible at the sole discretion of the Promoter/Maintenance In-charge, the same may be installed for such Purchaser at such place as the Promoter may decide and that too against prepayment of the applicable costs and charges therefor. Furthermore the electric power supply to such EV charging system shall be from electric meter for the Designated Apartment
- 13.8.3 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same in the manner and on the terms and conditions deemed fit and proper by the Promoter.
- 13.9 The Purchaser is aware that the pipelines of the upper floor unit shall pass below the ceiling of the lower floor unit in the toilet and shall be covered by false ceiling to be provided by the Promoter. Accordingly the pipelines of upper floor unit shall pass below the ceiling of the lower floor unit being the Unit and the pipelines of the Unit shall pass below the ceiling of the lower floor unit. All costs of maintenance of such pipelines shall form part of maintenance charges. However if the Purchaser commits any alteration or changes or damages or obstructs the said pipelines of the upper floor unit and/or the false ceiling, the Purchaser shall be liable to bear and pay the entire charges and liabilities thereof and to remedy the same at the earliest and in any case within 24 hours of such alteration, changes, damage and obstruction. In all other cases where any issue occurs to such pipelines not attributable to any wrongdoing by any Purchaser, the Maintenance In-charge shall upon being intimated by the concerned Purchaser take steps to repair and remedy the same and the concerned Purchaser shall grant

permission to the person/s appointed by the Maintenance In-charge to allow unobstructed and unhindered access to his/her unit for such repair.

13.10 The Purchaser shall not violate any norms of green building as applicable.

13.10.1 **Non Obstruction in Project:** The Purchaser shall not, in any manner, cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).

13.10.2 **Architect & Engineers:** Unless changed by the Promoter, Jay Prakash Agarwal of Agarwal & Agarwal shall be the Architect for the Project.

13.10.3 **Name of the Project:** The Project shall bear the name "**KINGS LYNN RESIDENCY**" or such other name as be decided by the Promoter from time to time. The Block shall also bear the names "1", "2" and "3" or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

13.11 **Future Expansion Related:**

13.11.1 The Purchaser accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project including additional floors/storeyes on the buildings and other vertical and horizontal expansion and commercial exploitation.

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

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

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

- 13.12.2 that unless the right of parking is expressly granted and mentioned in **Clause 2** of the **SCHEDULE B** hereunder written ("**Parking Facility**"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Purchaser in deviation or violation of this clause and/or the applicable conditions for Parking Facility.
- 13.12.3 In case the Purchaser has applied for and has been allotted Parking Facility, the same shall be subject to the following conditions: -
- (i) The Purchaser shall pay the Parking Facility Maintenance Charges (as defined in Clause 13.13.5 below) punctually and without any delay or default;
  - (ii) The Purchaser shall not park any motor car, two-wheeler or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever;
  - (iii) The Purchaser shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his own medium sized motor car that could comfortably fit in the allotted Parking Facility and/or two-wheeler, as the case may be and shall not allow any person to park his motor car and/or two wheeler, as the case may be, at his Parking Facility in any manner whatsoever.
  - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Unit nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-Owners of the Project and none else.
  - (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be superceded by such legislation, rule, bye-law or order and for which the Purchaser shall neither hold the Promoter and/or the Vendor liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendor.
  - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this deed shall all be covenants running with the Parking Facility.

- (x) In case the Purchaser is provided facility of parking which is inter-dependent with any other Parking Facility in the Project or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owners of such facility and shall use the dependant facility in mutual co-operation with the other facility holder.

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

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

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

- 13.12.6 The use of the Common Areas including but not limited to the Activity Centre shall be done by the Purchaser using due care and caution and the role of the Promoter is only to provide the initial infrastructure in respect of the Common Areas (including the Activity Centre) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendor or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any facility at Activity Centre by the Purchaser or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Activity Centre.
- 13.12.7 Not to make any construction or addition or alteration or enclose any Common Areas, the Activity Centre nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 13.12.8 In case of power failure and power being supplied by the generator, the Purchaser shall not use power exceeding \_\_ KVA from generator supply and that too only for lights and fans. No plug points to power any equipment including the refrigerator and/or the air conditioner of his Unit shall be used from the power from Generator.
- 13.12.9 Not to claim any access or user of any other portion of the Project except the Designated Block and the Common Areas, the Activity Centre mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 13.12.10 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Unit.
- 13.12.11 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 13.12.12 Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Designated Block passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Designated Block at the Project or any part thereof.

- 13.12.13 Not to place or take into the lifts, without the prior approval of the Promoter and/or Maintenance In-charge, any heavy baggage, furniture, heavy articles or other goods.
- 13.12.14 To comply with all the green building rules and norms as may be made applicable in respect of the Project.
- 13.12.15 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 13.12.16 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 13.12.17 Not to install or keep or operate any generator in the Designated Apartment or in the balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Designated Block or the Project Land save the battery-operated inverter inside the Designated Apartment.
- 13.12.18 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 13.12.19 Not to place or take into the lift/s of the Building/s any baggage, furniture, heavy articles or other goods of any manner whatsoever.
- 13.12.20 Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 13.12.21 no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 13.12.22 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the Designated Block and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 13.12.23 to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land by the Vendor and the Promoter and all other persons entitled thereto.
- 13.12.24 To maintain at its own costs and expenses the firefighting system and equipments installed inside the Unit and to keep the Unit free from all hazards relating to fire

- 13.12.25 To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Designated Block and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- 13.12.26 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Designated Block or may cause any increase in the premia payable in respect thereof.
- 13.12.27 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Promoter, the Vendor or to the other co-owners of the Designated Block. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Designated Block and/or the Project Land and/or outside walls of the Designated Block save in the manner indicated by the Promoter or the Maintenance In-charge.
- 13.12.28 To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Purchaser.
- 13.12.29 Not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, air- conditioner wiring, pipes and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 13.12.30 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Project Land and other Common Purposes.
- 13.12.31 Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
- 13.12.32 to use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 13.12.33 To maintain at his own costs, the Unit (including but not limited to the grills installed thereat) and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government,

- Panihati Municipality, CESC Limited, Indian Green Building Council (IGBC), WBSEDCL, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and facilities and amenities at the Project.
- 13.12.34 Not to alter the outer elevation or façade or colour scheme of the Designated Block (including grills, verandahs, balcony, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as may be specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Block otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 13.12.35 Not to install any box grill at the Unit or any of its windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects.
- 13.12.36 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 13.12.37 Not to use the Unit and the Parking Facility, if any or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, religious congregation, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 13.12.38 Not to slaughter or permit to be slaughtered any live animal and/or bird in the Common Areas nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owner and/or occupiers of the said project.
- 13.12.39 not to change/alter/modify the name of the Project and/or the Building therein from those mentioned in this Deed.
- 13.12.40 Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.
- 13.12.41 The Purchaser agree, declare and confirm that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Purchaser hereby

accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

13.12.42 The power backup from the Common Generator in the Project shall be commenced only upon 40% (fifty percent) of the Co-owners (other than the Vendor or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive, at any time, the said requirement of minimum percentage of occupancy.

13.13 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):

13.13.1 Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Panihati Municipality, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land.

13.13.2 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or any component thereof or the Tower or the Project Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the Project Land or any part thereof.

13.13.3 Electricity charges for electricity consumed in or relating to the Unit(including any applicable minimum charges and proportionate share of transmission loss).

13.13.4 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.

13.13.5 Proportionate share of all Common Expenses (including those mentioned in **SCHEDULE E** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. 4/- (Rupees four) only per Square foot per month of the Unit Area for CAM mentioned in clause 13.5.2.6 above. 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.

- 13.13.6 Parking Facility Maintenance Charges amounting to Rs. 1500/- per annum per Parking Facility, if any.
- 13.13.7 Proportionate share of the operation, fuel, club and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 13.13.8 Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per the prevalent rates.
- 13.13.9 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 13.14 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.
  - 13.14.1 The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
  - 13.14.2 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from \_\_\_\_\_(hereinafter referred to as "the **Liability Commencement Date**").
  - 13.14.3 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in

case the failure and/or default in any payment by the Purchaser for two months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Activity Centre shall be suspended and the Maintenance-in-charge and Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

- 13.14.4 It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.
- 13.14.5 The Purchaser shall be and remain responsible for and to indemnify the Vendor, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Project Land or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendor and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 13.14.6 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 12 months from the date of the Completion Certificate.
- 13.14.7 Common Expenses (hereinafter referred to as "**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **SCHEDULE E** hereto.
- 13.15 **Acknowledgments, Exceptions and Reservations:** The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under the provisions of this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities at any time and from time to time hereafter:-
- 13.15.1 The Purchaser has been fully made aware that the Designated Block is an Indian Green Building Council (IGBC) Certified Green Building and the first time fees, costs and expenses will be borne and paid by the Promoter. All fees, costs and expenses for the

renewal of the certification and for maintenance management upkeep of the machinery and equipments installed at the Designated Block as per the IGBC Norms and/or the relevant authorities shall form part of the Common Expenses and the Purchaser shall be liable to pay the proportionate share thereof as part of the maintenance charges or separately as the Maintenance In-charge may demand the same.

13.15.2 For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested co-owners applying for the same in an organized manner whereby each applicant co-owner shall be allotted, Parking Facility of the type applied by him in an identified dependent or independent space against parking facility maintenance charges payable by such person.

13.15.3 The Promoter may at its sole discretion allot the parking facility, if allotted to the Purchaser, at any place in the Project and/or any other Future Phase/s or any part thereof, as the Promoter may from time to time decide. The Promoter may also at its sole discretion allot any parking facility to any Purchaser/co-owner of the Future Phase at any place in the Project and the Purchaser either independently or through the Association/Maintenance In-charge or any person claiming under them shall not object and/or obstruct the Promoter or the concerned Purchaser/co-owner in any manner whatsoever in using such parking facility.

13.15.4 The composite plans for development of the Entire Premises has been caused to be sanctioned as per the sanctioned plans and the identification of the Project Land and Future Phase Land has been done for registration of separate projects under the Real Estate Laws without affecting the right of utilization of the said composite sanctioned plans in respect of the development of the Project and Future Phase as separate projects. The Promoter shall be entitled to utilize any unutilized FAR or sanctionable area in the Project or the Future Phase. Furthermore, in case due to any changes in law or building rules or otherwise upon calculation, any additional FAR (Floor Area Ratio) area or sanctionable area in respect of the Entire Land or any part thereof is or can be utilized, the Promoter shall be entitled thereto exclusively and the Promoter may utilize the same by constructing upon the Project and/or any Future Phase Land and/or parts in each. Such utilization insofar as within the Project Land is concerned may be by construction of additional floors or storeys on the buildings or any blocks thereof at the Project Land at any time before or after completion of construction of the buildings at the Project Land and such right is being hereby excluded and reserved unto the Promoter. The Purchaser accepts any consequential variation in the shares in land and Common Areas attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof. However the Promoter shall not thereby reduce the constructed area at the Project nor the Common Areas meant therefor. Further, for any modification of or in the Future Phase or sanctioned plans or other approvals thereof, no consent of the Purchaser shall be required and in case any modification in the Project requires consent of the Purchasers thereof in law, the Promoter shall comply with such law as required.

13.15.5 The Purchaser has been made aware to his acceptance about the development of the Future Phase by the Promoter and sharing of certain common areas, installations, amenities and facilities by the Purchasers/unit holders of the Project in common with unit holders of the Future Phase; the access to the Future Phase from the entry/exit

gate opening and passages/driveway of the Project. The Project and the Future Phase or any part thereof, as the Promoter may from time to time decide, shall be connected by certain electrical, telecom, data, digital, water, drainage and sewerage lines and junctions which may be common between the Project and Future Phase or any of them as decided by the Promoter.

13.15.6 The Future Phase land shall be registered separate projects under such law. There may be separate associations formed for the Project and/or Future Phase and there may be Federation of such associations for matters relating to common interest.

13.15.7 The Promoter shall be entitled to convert any (i) open parking space areas in the Project into stack parking or multi-level parking (ii) open parking spaces and covered parking spaces in the Project into space for parking two-wheeler and get the same approved as per applicable rules of Panihati Municipality in respect thereof.

13.15.8 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary, common areas and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "**AMAR TREE**", "**MARTIN**" "**RAJA**" "**KINGS LYNN**" etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Purchaser nor the Purchaser's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Purchaser or the Maintenance In-charge. The Purchaser further agrees not to use the name/mark "**AMAR TREE**", "**MARTIN**" "**RAJA**" "**KINGS LYNN**" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark

13.15.9 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, v-sat, television, internet, transformer,

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

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

#### 13.16 **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

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

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

- 13.16.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the Maintenance In-charge. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 14 **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PURCHASER:** The Purchaser is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Purchaser hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his own cost.
- 15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the occupancy certificate in respect of the Building in the Project has been issued by the competent authority(ies) except as provided for elsewhere in these presents and/or in the Act.
- 16 **ENTIRE CONTRACT:** This Deed along with its schedules read with the consistent terms and conditions of the Sale Agreement shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
- 17 **PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT CO-OWNERS:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
- 18 **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 19 **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

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

#### **SCHEDULE 'A'**

##### **PROJECT LAND**

1. **All That** piece and parcel of land containing an area of \_\_\_\_\_ Acre or \_\_\_\_\_ Satak or \_\_\_\_\_ Bighas \_\_\_\_\_ Cottahs \_\_\_\_\_ Chittack \_\_\_\_\_ Square feet more or less more or less situate lying at and being R.S. Dag No. \_\_\_\_\_(containing a total area of \_\_\_\_\_satak), R.S. Dag No. \_\_\_\_\_ (containing a total area of \_\_\_\_\_satak), R.S. Dag No. \_\_\_\_\_ (containing a

total area of \_\_\_\_ satak), \_\_\_\_ (containing a total area of \_\_\_\_ satak), \_\_\_\_ (containing a total area of \_\_\_\_ satak) recorded in R.S. Khatian Nos. 115, 116, 117, 118, 2016 and 2017, all being presently renumbered as L.R. Dag No. 9511 together with several dwelling rooms and other structures on portions thereat in Mouza Sukhchar, J.L. No. 9, Police Station Khardah, Holding No. 224F (formerly Holding No. 186F and theretofore Holding Nos. 8, 7, 11, 12, 13, 14, 15, 16 and 17), Barrackpore Trunk Road, within ward No. 14 of the Panihati Municipality in the District of North 24 Parganas

The Entire Property is butted and bounded as follows:-

- On the NORTH** : Partly by each of R.S. Dag Nos. 3413,3414,3416,3423,3422,3420 and 3447;
- On the SOUTH** : Partly by each of R.S. Dag Nos. 3563,3407,3561,3564,3572,3483 and 3419 ;
- On the EAST** : Partly by each of R.S. Dag Nos. 3422,3420,3447,3482,3419,3483 and 3572;
- On the WEST** : Partly by each of Barrackpore Trunk Road and R.S. Dag Nos. 3414,3415 and 3416.

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

### **SCHEDULE A-1**

#### **(CHAIN OF TITLE)**

#### **(CHAIN OF TITLE)**

1. One Saral Chandra Ghosh (since deceased) was the sole and absolute owner of 387 satak or 3.87 Acre more or less comprised in R.S. Dag Nos. 3408, 3409, 3410, 3411, 3412, 3417, 3418, 3419, 3408/3529 and 3419/3557 in Mouza Sukchar, Police Station Khardah, Sub-Registry Office Barrackpore in the District of North 24 Parganas (hereinafter referred to as "the **Larger Property**") having purchased the same by way of the following two sale deeds and by virtue of his name being recorded as Raiyat in the Records of Rights published under the Revisional settlement:-
  - 1.1. Sale Deed dated 01<sup>st</sup> February, 1935 and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 13, Pages 178 to 184 Being No. 365 for the year 1935 whereby one (Smt.) Giri Bala Dassi for the consideration therein mentioned sold conveyed and transferred unto and in favour of Saral Chandra Ghosh hereto All That piece and parcel of land comprised in Dag Nos. 3408, 3409, 3410, 3411, 3412, 3418, 3419, 3408/3529 and 3419/3557 out of the Larger Property.

- 1.2. Sale Deed dated 28th March, 1944 and registered with the Sub-Registrar Barrackpore, North 24 Parganas in Book No. I, Volume No. 5, Pages 260 to 263 Being No. 310 for the year 1944 whereby one (Smt.) Hemangini Dassi for the consideration therein mentioned sold conveyed and transferred unto and in favour of the said Saral Chandra Ghosh hereto All That piece and parcel of land comprised in Dag No. 3417 out of the Larger Property.
2. By a Deed of Exchange dated 10th August, 1971 made between the said Saral Chandra Ghosh of the First Party and Commercial and Agricultural Investment Private Limited of the Second Party and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 116, Pages 156 to 165 Being No. 3136 for the year 1971, the said Saral Chandra Ghosh conveyed and transferred All That demarcated portion of land measuring an area of 6 Cottahs 11 Chittacks and 9 Square Feet more or less in the said Dag No. 3419 in favour of Commercial and Agricultural Investment Private Limited and in exchange, the said Commercial and Agricultural Investment Private Limited conveyed and transferred All That demarcated portion of land measuring 6 Cottahs 11 Chittacks and 9 Square Feet more or less out of the Dag No. 3483 forming an additional part of the Larger Property in favour of the said Saral Chandra Ghosh in the said Mouza Sukchar absolutely and forever.
3. The said Saral Chandra Ghosh thus became the sole and absolute owner of All That piece and parcel of land containing an area of 387 satak or 3.87 Acre more or less comprised in R.S. Dag Nos. 3408, 3409, 3410, 3411, 3412, 3417, 3418, 3419, 3408/3529, 3419/3557 and 3483 in Mouza Sukchar, Police Station Khardah, Sub-Registry Office Barrackpore in the District of North 24 Parganas being the Subject Property.
4. The said Saral Chandra Ghosh, a Hindu, governed under the Dayabhaga School of Hindu Law died intestate leaving him surviving his only son Sisir Kumar Ghosh as his only heir and legal representative who upon his death inherited and became entitled to the Subject Property, absolutely. Wife of Saral Kumar Ghosh predeceased him.
5. By the following eight sale deeds dated 14th August 1982 and registered with Registrar of Assurances, Calcutta, the said Sisir Kumar Ghosh for the consideration therein mentioned sold conveyed and transferred his entire parts or shares of and in the Subject Property to Manju Rani Agarwal, Sabitri Devi Agarwal, Jagadish Prasad Agarwal (as Karta of J.P. Agarwala & Sons (HUF)), Kailash Chandra Agarwal (as Karta of K.C. Agarwal & Sons (HUF)), Om Prakash Shroff, Nawal Kishore Agarwal (as Karta of N.K. Agarwal & Sons (HUF)), Tara Devi Saraf, Raj Kumari Agarwal, absolutely and forever:-
  - 5.1. Indenture of Conveyance registered in Book No. I, Volume No. 10, Pages 131 to 144 Being No. 7079 for the year 1982 executed in favour of Kailash Chandra Agarwal hereto (as Karta of K.C. Agarwal & Sons (HUF)) in respect of All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 9 Chittacks and

25 square feet more or less with a common passage of 307 square metres in Dag Nos. 3409, 3410.

- 5.2. Indenture of Conveyance registered in Book No. I, Volume No. 10, Pages 145 to 158 Being No. 7080 for the year 1982 executed in favour of Nawal Kishore Agarwal hereto (as Karta of N.K. Agarwal & Sons (HUF)) in respect of All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 3 Chittacks and 23 square feet more or less with a common passage of 232 square metres in Dag Nos. 3408/3529, 3412 and 3408.
- 5.3. Indenture of Conveyance registered in Book No. I, Volume No. 10, Pages 159 to 172 Being No. 7081 for the year 1982 executed in favour of (Smt.) Sabitri Debi Agarwala hereto in respect of All That piece and parcel of land containing an area of 1 Bigha 3 Cottahs 9 Chittacks and 41 square feet more or less with a common passage of 480 square metres in Dag Nos. 3418, 3419 and 3419/3557.
- 5.4. Indenture of Conveyance and registered in Book No. I, Volume No. 10, Pages 173 to 175 and 178 to 187 Being No. 7082 for the year 1982 executed in favour of (Smt.) Manju Rani Agarwal hereto in respect of All That piece and parcel of land containing an area of 1 Bigha 3 Cottahs 2 Chittacks and 16 square feet more or less with a common passage of 262 square metres in Dag Nos. 3417 and 3418.
- 5.5. Indenture of Conveyance and registered in Book No. I, Volume No. 10, Pages 188 to 201 Being No. 7083 for the year 1982 executed in favour of Jagadish Prasad Agarwala hereto (as Karta of J.P. Agarwala & Sons (HUF)) in respect of All That piece and parcel of land containing an area of 1 Bigha 8 Cottahs 2 Chittacks and 36 square feet more or less with a common passage of 500 square metres in Dag Nos. 3409, 3419, 3483 (portion) and 3419/3557.
- 5.6. Indenture of Conveyance and registered in Book No. I, Volume No. 10, Pages 202 to 215 Being No. 7084 for the year 1982 executed in favour of (Smt.) Raj Kumari Agarwal hereto in respect of All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 5 Chittacks and 3 square feet more or less with a common passage of 237 square metres in Dag Nos. 3408, 3411, 3412 and 3408/3529.
- 5.7. Indenture of Conveyance and registered in Book No. I, Volume No. 10, Pages 216 to 229 Being No. 7085 for the year 1982 executed in favour of Om Prakash Shroff hereto in respect of All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 11 Chittacks and 43 square feet more or less with a common passage of 259 square metres in Dag Nos. 3408, 3409, 3410 and 3411.
- 5.8. Indenture of Conveyance and registered in Book No. I, Volume No. 10, Pages 230 to 244 Being No. 7086 for the year 1982 executed in favour of (Smt.) Tara Devi Saraf hereto in respect of All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 4 Chittacks and 33 square feet more or less with a common passage of 500 square metres in Dag No. 3417.

6. By the following eight sale deeds and registered with Additional District Sub-Registrar Barrackpore, North 24 Parganas, the said (Smt.) Manju Rani Agarwal, (Smt.) Sabitri Devi Agarwal, Jagadish Prasad Agarwal (as Karta of J.P. Agarwala & Sons (HUF)), Kailash Chandra Agarwal (as Karta of K.C. Agarwal & Sons (HUF)), Om Prakash Shroff, Nawal Kishore Agarwal (as Karta of N.K. Agarwal & Sons (HUF)), (Smt.) Tara Devi Saraf, (Smt.) Raj Kumari Agarwal for the consideration therein mentioned sold conveyed and transferred their entire respective entire parts or shares of and in the Subject Property to LNOP Products (Private) Limited, absolutely and forever:-
- 6.1. Indenture of Conveyance dated 29th May 2000 and registered in Book No. I, Volume No. 133, Pages 271 to 290 Being No. 5287 for the year 2000 whereby the said Kailash Chandra Agarwal (as Karta of K.C. Agarwal & Sons (HUF)) sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 9 Chittacks and 25 square feet more or less with a common passage of 307 square metres in Dag Nos. 3409 and 3410.
  - 6.2. Indenture of Conveyance dated 29th May 2000 and registered in Book No. I, Volume No. 133, Pages 291 to 310 Being No. 5288 for the year 2000 whereby the said (Smt.) Sabitri Devi Agarwal sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 3 Cottahs 9 Chittacks and 41 square feet more or less with a common passage of 480 square metres in Dag Nos. 3418, 3419 and 3419/3557.
  - 6.3. Indenture of Conveyance dated 31st May 2000 and registered in Book No. I, Volume No. 133, Pages 311 to 330 Being No. 5289 for the year 2000 whereby the said Om Prakash Shroff sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 11 Chittacks and 43 square feet more or less with a common passage of 259 square metres in Dag Nos. 3408 to 3411.
  - 6.4. Indenture of Conveyance dated 29th May 2000 and registered in Book No. I, Volume No. 133, Pages 387 to 406 Being No. 5292 for the year 2000 whereby the said Jagadish Prasad Agarwal (as Karta of J.P. Agarwala & Sons (HUF)) sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 8 Cottahs 2 Chittacks and 36 square feet more or less with a common passage of 500 square metres in Dag Nos. 3409, 3419, 3483, 3419/3557.
  - 6.5. Indenture of Conveyance dated 31st May 2000 and registered in Book No. I, Volume No. 134, Pages 1 to 20 Being No. 5293 for the year 2000 whereby the said (Smt.) Tara Devi Saraf sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 4 Chittacks and 33 square feet more or less with a common passage of 500 square metres in Dag No. 3417.
  - 6.6. Indenture of Conveyance dated 31st May 2000 and registered in Book No. I, Volume No. 134, Pages 21 to 40 Being No. 5294 for the year 2000 whereby the

said Nawal Kishore Agarwal (as Karta of N.K. Agarwal & Sons (HUF)) sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 3 Chittacks and 23 square feet more or less with a common passage of 232 square metres in Dag Nos. 3408, 3408/3529 and 3412.

- 6.7. Indenture of Conveyance dated 31st May 2000 and registered in Book No. I, Volume No. 134, Pages 41 to 60 Being No. 5295 for the year 2000 whereby the said (Smt.) Raj Kumari Agarwal sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 5 Cottahs 5 Chittacks and 3 square feet more or less with a common passage of 237 square metres in Dag Nos. 3408, 3411, 3412, 3408/3529.
- 6.8. Indenture of Conveyance dated 29th May 2000 and registered in Book No. I, Volume No. 134, Pages 61 to 82 Being No. 5296 for the year 2000 whereby the said (Smt.) Manu Rani Agarwal sold conveyed and transferred All That piece and parcel of land containing an area of 1 Bigha 3 Cottahs 2 Chittacks and 16 square feet more or less with a common passage of 262 square metres in Dag Nos. 3417 and 3418.
7. By an Order dated 3rd August 2009 in Company Petition No. 168 of 2009 connected with Company Application No. 203 of 2009 in the Hon'ble High Court at Calcutta the said LNOP Products (Private) Limited, amongst other companies, was amalgamated with Raja Udyog Private Limited (the Vendor hereto) and, inter alia, all tangible assets (including the Larger Property) stood transferred to and vested in the said Raja Udyog Private Limited, absolutely.
8. The Vendor has caused to be mutated its name as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of, amongst other properties, the Project Land under L.R. Khatian No. 2676 and have also caused to be mutated their names in the records of Panihati Municipality vide Holding No. 224F B T Road in respect of, amongst other properties, the Project Land more or less.
9. The Vendor has obtained conversion of the Project Land for the purpose of "Bahutal Abasan and Bastu" from the Office of the Block Land & Land Reforms Office and District Land & Land Reforms Office, North 24 Parganas.
10. By a Development Agreement dated 18<sup>th</sup> September 2024 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2024 Pages 741337 to 741402 Being No. 190413792 for the year 2024 the Vendor herein and therein, inter alia, did thereby grant to one Sagnik Export (I) Private Limited , the Promoter herein, the exclusive right to develop the Larger Property on the terms and conditions therein contained.
11. By a Power of Attorney dated 18<sup>th</sup> September 2024 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2025 Pages 741403 to 741429 Being No. 190413805 for the year 2024, the said Vendor herein and Principal

therein appointed the said Sagnik Export (I) Private Limited as its constituted attorney and granted the power and authorities in respect of the Larger Property as morefully and particularly contained therein.

12. Upon survey and actual measurement the land area of Larger Property was found to be 387 satak or 3.87 acre being a portion of the Project Land.
13. The plans for construction of the Buildings at the Project were sanctioned by the Panihati Municipality vide sanction Plan No. \_\_\_\_\_, dated \_\_\_\_\_.
16. The Vendor has joined this Deed to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the said Unit.

### **SCHEDULE-A-2**

#### **DEFINITIONS:**

1. **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:
  - (i) **"this Deed"** shall mean this Deed and Schedules all read together.
  - (ii) **"Co-owners"** shall mean (a) all the co-owners of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor/Promoter, shall mean the respective Vendor and/or Promoter;
  - (iii) **"Parking Spaces"** shall include Car Parking Areas and Open Parking Areas.
  - (iv) **"Maintenance in-charge"** shall upon incorporation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
  - (v) **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
  - (vi) **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa

#### **SCHEDULE 'B' – UNIT, PARKING ETC.,**

1. **UNIT:** ALL THAT the residential flat being Unit No. \_\_\_\_\_ containing a carpet area of \_\_\_\_\_ Square feet more or less along with balcony with a carpet area of \_\_\_\_\_ Square feet more or less and a total built-up area of Unit (including Balcony) of \_\_\_\_\_ Square feet more or less on the \_\_\_\_\_ floor of the Block- \_\_\_\_\_ of the Project at the Project Land delineated in **"RED"** colour in the floor plan of the Unit annexed hereto and marked as Appendix-A.
2. **PARKING FACILITY: ALL THAT** the right to park \_\_\_\_\_.



**SCHEDULE C –EASEMENTS:**

**(Easements Granted to the Purchaser)**

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

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

## **SCHEDULE 'D' -COMMON AREAS AND INSTALLATIONS**

### **1. AMENITIES & FACILITIES:**

#### **PART-I**

#### **1.1 Common Areas in the Building<sup>6</sup>:**

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

#### **PART-II**

#### **1.2 Common Areas in the Project:**

- 1.2.1 Driveways, pathway pavements and landscape green at the Project Land.

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<sup>6</sup> Particulars mentioned below may undergo changes at the time of sale deed as per changes made until then

- 1.2.2 Space for transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 1.2.3 Water Treatment Plant
- 1.2.4 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 1.2.5 Main Gates of the Project for entrances and exits, Boundary Walls,.
- 1.2.6 Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains (if any).
- 1.2.7 Space for Generator installations and its allied accessories room.
- 1.2.8 Boundary walls of the Project (excluding outer side of the walls of the Project Land) and main gates.
- 1.2.9 Common Podium except the private terrace agreed to be sold by the Promoter.
- 1.2.10 Such other common parts areas and any covered and open space in or about Project Land and for the Project as a whole as may be provided by the Promoter.

### **PART-III**

#### **ACTIVITY CENTRE FACILITIES**

- 1 Community Hall With Pantry
- 2 Multipurpose Hall
- 3 Gym
- 4 Indoor Games Room
- 5 Landscape Podium With Planters & Seats
- 6 Kid's Play Area
- 7 Multipurpose Lawn
- 8 Swimming Pool
- 9 Kids Pool
- 10 Family lounge
- 11 Amphitheater
- 12 Badminton court
- 13 Gazebo
- 14 Home Theater

### **SCHEDULE E**

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

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

Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Block and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Activity Centre Facilities related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or Force Majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **GREEN BUILDING:** All fees, costs, charges and expenses for the renewal and/or continuance of the certification of the Designated Block as an Indian Green Building Council (IGBC) Certified Green Building and for maintenance management upkeep of the machinery and equipments installed at the Designated Block as per the IGBC Norms and/or the relevant authorities.
8. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
9. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
10. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
11. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor, the Promoter, the Association for the common purposes.

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

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

**VENDOR:**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

**PURCHASER:** (including joint buyers)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

**Name:**

Address:

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

**PROMOTER:**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**RECEIPT AND MEMO OF CONSIDERATION:**

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

**MEMO OF CONSIDERATION**

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

(Rupees \_\_\_\_\_) only

**WITNESSES:**

Sagnik Expert (India) Pvt. Ltd.



Director

**DATED THIS ..... DAY OF ..... 2026**

**BETWEEN**

**RAJA UDYOG PRIVATE LIMITED**

**... VENDOR**

**AND**

**SAGNIK EXPORT (I) PRIVATE LIMITED**

**... PROMOTER**

**AND**

\_\_\_\_\_

**... PURCHASER**

**INDENTURE**

**(Unit No. \_\_\_\_\_ Block \_\_\_\_\_)**

**DSP LAW ASSOCIATES**

**Advocates**

**4D, NICCO HOUSE**

**1B & 2, HARE STREET**

**KOLKATA - 700001.**