

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____ (Month),
20__.

By and Between

(1) **MADANLAL AVENUE LLP** (having LLPIN: ACB-1193 and PAN: ABXFM2163L) a Limited Liability Partnership and having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Post Office-Circus Avenue, Police Station-Beniapukur, Kolkata-700017, (2) **MADANLAL FACADES LLP** (having LLPIN: ACB-1648 and PAN: ABXFM2399A) a Limited Liability Partnership and having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Post Office-Circus Avenue, Police Station-Beniapukur, Kolkata-700017, (3) **MADANLAL MALL LLP** (having LLPIN: ACB-1356 and PAN: ABXFM2286Q) a Limited Liability Partnership and having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Post Office-Circus Avenue, Police Station-Beniapukur, Kolkata-700017, (4) **MADANLAL PROPERTIES LLP** (having LLPIN: ACB-1726 and PAN: ABXFM2512P) a Limited Liability Partnership and having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Post Office-Circus Avenue, Police Station-Beniapukur, Kolkata-700017, (5) **MADANLAL ROCKS LLP** (having LLPIN: ACB-1713 and PAN: ABXFM2510R) a Limited Liability Partnership and having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Post Office-Circus Avenue, Police Station-Beniapukur, Kolkata-700017, (6) **MADANLAL SPACES LLP** (having LLPIN: ACB-1714 and PAN: ABXFM2511Q) a Limited Liability Partnership and having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Post Office-Circus Avenue, Police Station-Beniapukur, Kolkata-700017, (7) **MADANLAL VILLA LLP** (having LLPIN: ACB-1647 and PAN: ABXFM2398B) a Limited Liability Partnership and having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Post Office-Circus Avenue, Police Station-Beniapukur, Kolkata-700017, (8) **MADANLAL WAREHOUSING LLP** (having LLPIN: ACB-1645 and PAN: ABXFM2397Q) a Limited Liability Partnership and having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Post Office-Circus Avenue, Police Station-Beniapukur, Kolkata-700017, (9) **SWARANMAHAL PLAZZA LLP** (having LLPIN: AAD-9530 and PAN: ACVFS9533P) a Limited Liability Partnership and having its Registered Office at 304, Chandan Niketan, 52A, Shakespeare Sarani, Post Office-Circus Avenue, Police Station-Beniapukur, Kolkata-700017, (10) **PARAMPITA INFRASTRUCTURE LLP** (having LLPIN: AAF-4943 and PAN: AASFP7857J) a Limited Liability Partnership and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, (11) **PAWANSATHI VINIMAY LLP** (having LLPIN: AAF-4944 and PAN: AASFP9819L) a Limited Liability Partnership and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, (12) **PAWANSHIV TREXIM LLP** (having LLPIN: AAF-4949 and PAN: AASFP2750L) a Limited Liability Partnership and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, (13) **VIEWMORE REALTORTS LLP** (having LLPIN: AAD-9583 and PAN: AAMFV8768L) a Limited Liability Partnership and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, (14) **SPEEDFAST TRADELINKS LLP** (having LLPIN: AAD-9525 and PAN: ACVFS9536J) a Limited Liability Partnership and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, (15) **STARWISE INFRAREALTORS LLP** (having LLPIN: AAD-9527 and PAN: ACVFS9534L) a Limited Liability Partnership and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, (16) **TUBEROSE INFRASTRUCTURE LLP** (having LLPIN: AAF-4950 and PAN: AAKFT9708J) a Limited Liability Partnership and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, (17) **JALAPENO SALES LLP** (having LLPIN: ACK-0675 and PAN: AAUFJ9926E) a Limited Liability Partnership and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, (18) **LIMELIGHT MERCHANDISE LLP** (having LLPIN: ACJ-5751 and PAN: AALFL8241R) a Limited Liability Partnership

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and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, **(19) YOUTH VINCOM PRIVATE LIMITED** (having CIN: U68100WB2009PTC139978 and PAN: AAACY4009Q) a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, **(20) ZEAL DEALCOM PRIVATE LIMITED** (having CIN: U68100WB2009PTC139975 and PAN: AAACZ3951G) a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, **(21) WINSOME COMMODEAL PRIVATE LIMITED** (having CIN: U68100WB2009PTC139976 and PAN: AAACW9127B) a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, **(22) PASSION DEALERS PRIVATE LIMITED** (having CIN: U68100WB2009PTC139977 and PAN: AAFPC2662K) a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, **(23) OMNI COMMODEAL PRIVATE LIMITED** (having CIN: U68100WB2009PTC139983 and PAN: AABCO2276L) a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 17/1, Lansdowne Terrace, Post Office-Kalighat, Police Station-Lake, Kolkata-700026, **(24) LIGRIPOOKRIE TEA CO. PRIVATE LIMITED** (having CIN: U01132AS1983PTC002059 and PAN: AAACL9056G) a Company within the meaning of the Companies Act, 2013 and having its Registered Office at Jalannagar, Dibrugarh, Post Office-Jalannagar, Police Station-Dibrugarh, Assam-786005, **(25) ADYA REALTORS LLP** (having LLPIN: AAS-6657 and PAN: ABSFA4416F) a Limited Liability Partnership and having its Registered Office at 74, Lenin Sarani, Post Office-Taltalla, Police Station-Taltalla, Kolkata-700013, **(26) ADYA BUILTCON PRIVATE LIMITED** (having CIN: U45400WB2007PTC121153 and PAN: AAHCA0083D) a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 33A, Jawaharlal Nehru Road, 19th Floor, Room No. 10, Chatterjee International Centre Building, Post Office-Russel Street, Police Station-Park Street, Kolkata-700071, **(27) ADYA ARCADE PRIVATE LIMITED** (having CIN: U45208WB2010PTC151552 and PAN: AAICA6904A) a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 33A, Jawaharlal Nehru Road, 19th Floor, Room No. 10, Chatterjee International Centre Building, Post Office-Russel Street, Police Station-Park Street, Kolkata-700071, **(28) ADYA TOWNSHIP PRIVATE LIMITED** (having CIN: U45208WB2010PTC151652 and PAN: AAICA6900E) a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 33A, Jawaharlal Nehru Road, 19th Floor, Room No. 10, Chatterjee International Centre Building, Post Office-Russel Street, Police Station-Park Street, Kolkata-700071, **(29) ADYA HEIGHTS PRIVATE LIMITED** (having CIN: U45400WB2007PTC121150 and PAN: AAHCA0921E) a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 33A, Jawaharlal Nehru Road, 19th Floor, Room No. 10, Chatterjee International Centre Building, Post Office-Russel Street, Police Station-Park Street, Kolkata-700071, **(30) ADYA INFRABUILD PRIVATE LIMITED** (having CIN: U45400WB2010PTC151642 and PAN: AAICA6903H) a Company within the meaning of the Companies Act, 2013 and having its Registered Office at 33A, Jawaharlal Nehru Road, 19th Floor, Room No. 10, Chatterjee International Centre Building, Post Office-Russel Street, Police Station-Park Street, Kolkata-700071 and all Vendors represented by Mr. _____, son of _____ of _____, Police Station - _____, Post Office - _____, having Aadhaar No. _____, having Income Tax PAN _____, being the authorized representative of the Constituted Attorney of the Vendors namely **EIA DEVELOPERS LLP** appointed by Power of Attorney dated _____ and registered with _____, Kolkata in Book I Volume No. _____ Pages _____ to _____ Being No. _____ for the year 202_ hereinafter referred to as "the Vendors" (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/or assigns) of the **FIRST PART**;

AND

EIA DEVELOPERS LLP (having LLPIN: ACE-1010 and PAN: AAKFE7962P), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 304, Chandan

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Niketan, 52A, Shakespeare Sarani, Post Office - Circus Avenue, Police Station - Beniapukur, Kolkata- 700017, represented by its Authorized Signatory _____ (having Aadhaar No.: _____ and PAN: _____) son of _____, by faith Hindu, by occupation _____, by nationality Indian residing at _____, Post Office _____, Police Station _____, Kolkata - _____ hereinafter referred to as "the **PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

(1) **Mr./Ms.** _____ (having Aadhaar No.: _____ and PAN: _____) son/daughter/wife of _____, by religion _____, by occupation _____, by nationality _____, aged about _____ years, residing at _____, Post Office _____, Police Station _____, PIN- _____ and (2) **Mr./Ms.** _____ (having Aadhaar No.: _____ and PAN: _____) son/daughter/wife of _____, by religion _____, by occupation _____, by nationality _____, aged about _____ years, residing at _____, Post Office _____, Police Station _____, PIN- _____, 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**;

AND

_____, an Association registered under the _____ and having its office at _____ and represented by _____ hereinafter referred to as "the **Association**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest) of the **FOURTH PART**;

***{Note : Making of Association as a party is subject to the Association being registered at the material time. If no Association is formed, several provisions in the format deed in connection with Association will undergo changes}*

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

I. WHEREAS:

A. The Vendors are the full and absolute owners of **All That** piece and parcel of land containing an area of 2.64 Acre or 10683.61 sq.mt. or 7 Bigha 19 Cottah 11 Chittack 23.4 Square feet more or less (on survey and actual measurement containing an area of 244.26 or 9884.84 sq.mt. or 7 Bigha 7 Cottah 12 Chittack 20 Square feet) situate lying at and being the entire R.S. and L.R. Dag Nos. 324, 325 and 326 recorded in L.R. Khatian Nos. 11226 to 11255 (formerly R.S. Khatian Nos. 138 and 235 prior thereto Khatian Nos. 122 and 261) formerly being C.S. Dag Nos. 304, 305 and 306 recorded in C.S. Khatian Nos. 122 and 261 in Mouza Mondal Ganthi (also known as Mondal Ganti), J. L. No. 6, R. S. No. 132, Touzi No. 172, Police Station Rajarhat in the District of North 24-Parganas, and recorded as Holding No. 20 with Holding address being 13, Block No. D, 20, Mondalganti, Mistripara, under Ward No. 7 of Bidhannagar Municipal Corporation, Kolkata-700052 more fully described in **Schedule A** (hereinafter referred to as "the **Project Land**"). The particulars of the documents whereby the Vendors became the owner of the Project Land and other facts of devolution of title in respect of the Project Land are mentioned in **Schedule A-1** hereto.

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- B. The Promoter is the developer appointed by the Vendors in respect of development of the Project Land under the Development Agreement dated _____ particulars whereof is mentioned in **Schedule A-1**.
- C. The Project Land is earmarked for the purpose of building a residential project comprising, for the time being, of buildings having, inter alia, _____ blocks named Block ____, Block ____, and Block ____ containing primarily residential units (hereinafter referred to as "the **Buildings**") as per plans sanctioned by the Bidhannagar Municipal Corporation vide Building Permit No. SWS-OBPAS/2109/2024/1023 dated 08-10-2024) (hereinafter referred to as "the **sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto) (the Project Land with the buildings constructed thereon is hereinafter referred to as "the **Project**"). The overall Project shall be known as '____'. The Promoter has caused to be constructed the Project and obtained the Completion Certificate/Occupancy Certificate, as the case may be, in respect of the Building/s on _____.
- D. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____.
- E. By Agreement for Sale dated _____ (hereinafter referred to as "the **Sale Agreement**"), made between the Promoter, the Purchaser and the Vendors, the Promoter and the Vendors 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 a portion of the _____ floor in Block ____ (hereinafter referred to as "the **Designated Block**") along with parking facility for _____ (____) motor car to be used by the Purchaser as permissible under the applicable laws (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 are 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
- F. The Purchaser has paid the entire consideration of Rs. _____ /- (Rupees _____) only payable for sale of the Designated Apartment under the Sale Agreement and the Vendors and the Promoter have apportioned and received the respective amounts receivable by them out of the same. The Vendors have agreed to complete the sale of the pro rata undivided share in the Land in the manner hereinstated.
- G. 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.
- H. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser along with the undivided proportionate title in the Common Areas to the

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Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed¹.

- I. 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 Vendorshereby admit and acknowledge the receipt of apportioned sum towards the prorate share in the Project Land attributable to the said Unit and Vendorsand the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances)the Promoter and the Vendors, to the extent of their respective entitlements, do hereby sell and transfer unto and to the Purchaser **ALL THAT** the said UnitNo. ____ morefully and particularly mentioned and described in **Schedule-B** heretotogether with parking facility if granted to the Purchaser and if so and as specifically mentioned in the said **Schedule-BAND TOGETHER WITH** the right to use the Common Areas and Installations in common with the Vendorsand 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 Vendorsinto or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment 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/Vendorsas are set out in the **Schedule** hereto **AND SUBJECT TO** the Purchaser observing, fulfilling and performing the 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. And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors do hereby sell and transfer to the Association² undivided proportionate title to the said Land attributable to the Unit and the Vendors and the Promoter, to the extent of their respective entitlements, do hereby sell and transfer to the Association undivided proportionate share and title to the other Common Areas absolutely. If any further document or instrument is required, in law, to be executed and registered to further 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.

¹In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

²In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

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{OR in case Association is not formed before execution of the Deed of Conveyance then the following}

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 allottees of the Project and upon formation of such Association, the Promoter and the Vendors 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 records that it is keen to enable the formation. Without affecting or prejudicing the said rights and obligations of the Promoter, 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 Vendors and of the undivided proportionate title to the other Common Areas (attributable to the Unit) by the Vendors and the Promoter, to the extent of their respective entitlement, is and shall be deemed to be hereby conveyed to the Association of Co-owners 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. 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 of Co-owners.

III. THE VENDORS 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 Vendors and the Promoter save only those as are expressly mentioned herein.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the 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, that the Purchaser shall have the right to the Designated Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the said Unit.

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- (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association³ has been conveyed the undivided proportionate share in the Common Areas.

{OR in case Association is not formed before execution of the Deed of Conveyance then the following}

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) The Purchaser shall use the Common Areas along with the Vendors, the Promoter, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common Areas to the Association⁴.
2. **SINGLE UNIT:** The Purchaser agrees that the Designated Apartment 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 and 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 per **Schedule D** being the Common Areas and Installations shall be available only for use and enjoyment of the Co-owners of the Project.⁵
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 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 shall be liable for any action

³In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

⁴In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

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

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under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and the Vendors accept no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and the Vendors 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 verified the same with the Designated Apartment and the Project including as regards the area, facilities, amenities and specifications thereat and all the Common Areas and Installations.
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 the Maintenance In-charge duly made ready and complete with all specifications, amenities and facilities of the Project and the Association⁶ also confirms its acceptance of the same.
7. **HANDOVER OF DOCUMENTS:** The Purchaser agrees and accepts that the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association upon its taking charge.
8. **PAST OUTGOINGS:** The Purchaser and the Maintenance In-charge acknowledge, accept and confirm 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), 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 Association⁷ is to be the ultimate Maintenance In-charge and is and shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.

⁶In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

⁷In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

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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 agreement for sale 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/completion certificate (as the case may be) and/or partial occupancy certificate/partial completion certificate (as the case may be) 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 60 (sixty) 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-owner/s 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 allottees 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. 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 right of unrestricted access of all Common Areas and Installations, garages/covered parking 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 earmarked 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:-

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- (a) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., 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 the 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.
- (e) Stamp Duty and Registration Charges and all other applicable/incidental charges in respect of this Deed and/or any future contracts 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) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.

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 The Deposits shall be transferred by the Promoter to the Maintenance In-charge (upon adjustment of arrear dues if left by the Purchaser) within 3 (three) 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 formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of Association and the Purchaser agrees to do all acts, deeds and things as may be required by

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such consultant(s) within the stipulated time and to pay the proportionate costs of formation and operationalization of the Association.⁸

- 13.3.2 **Maintenance Agency:** The Promoter or the Association may appoint one or more agencies or persons (hereinafter referred to as "**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 to the Co-Owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of 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 "**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 daytoday 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.
- 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 "**Maintenance In-charge**").
- 13.4 **Common Areas Related:**
- 13.4.1 The Designated Block contains certain Common Areas as specified in **PART-I** of **Schedule-D** hereto and the Purchaser shall have the right to use the said Common Areas I n common with the Vendors, the Promoter, the other Co-Owner of the said DesignatedBlock and other persons as may be permitted by the Promoter.
- 13.4.2 The Project contains certain Common Areas as specified in **PART-II** of the **Schedule-D** hereto which the Purchaser shall have the right to use the said Common Areas in common with the Vendors, the Promoter and other Co-owners of the Project and other persons as may be permitted by the Promoter.
- 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 a part of the Common Areas by the Purchaser either independently or in common with any other Co-owner(s). In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking spaces including the Mechanical Parking System shall neither be nor be claimed to be a part of the Common Areas.
- 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 forms part of the Common Areas.
- 13.5 **Unit Related:**

⁸ In case the Association is formed before the execution of this Deed, this clause will be suitably amended

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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-Owner. 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. 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:**

- (i) **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.
- (ii) **Balcony Area:** The net usable area of the exclusive covered balcony/balconies, if any, attached to the said Unit.
- (iii) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.
- (iv) **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 100% (hundred percent) of the area covered by all other external walls of the such Unit/Balcony.
- (v) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided ___ Square feet more or less.
- (vi) **Unit Area for CAM(Common Area Maintenance):**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.
- (vii) 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.

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 Vendors, 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:**

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- 13.7.1 **Users:** The Purchaser shall have the right to use Activity Centre in the Project in common with the Vendors, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.
- 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** hereto⁹.
- 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 allottees 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 may be used by the Purchaser along with 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, 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 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:** 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 regard¹⁰
- 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 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.

⁹ Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

¹⁰ Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

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13.8 Overall Project Related :

- 13.8.1 **Car Parking Areas:** The Project contains open, covered and mechanical parking spaces as per sanctioned plans and completion plan. In addition, the Project also contains open spaces which are not forming part of the Common Areas which can be used for parking (hereinafter referred to as the “**Open Parking Areas**”). For a regulated and disciplined use of these spaces, any such use by a co-owner who is allotted Parking Facility in an identified dependent or independent space, shall be against parking facility maintenance charges payable by such person. The Purchaser agrees and undertakes neither to raise any dispute nor objection in respect of the allotment of parking made by the Promoter in respect of the Open Parking Areas and other parking spaces to any other co-owner nor to disturb the use of the allotted parking space by the concerned co-owner.
- 13.8.2 The Mechanical Parking System shall be managed, maintained and up-kept by the Maintenance In-charge until such time as the Co-owners having parking facility therein or two-third majority of them decide to manage, maintain and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.) shall be payable by those Co-owners who take parking facility in the Mechanical Parking System proportionately and the same shall, so long the same is maintained by the Maintenance In-charge be paid by them to the Maintenance In-charge separately against bills raised by the Maintenance In-charge for the same. Any use of the Mechanical Parking System by the Co-owners taking the same shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System to which the Purchaser hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
- 13.8.3 In case of the Purchaser taking parking space in the Mechanical Parking System, the Purchaser's proportionate share in the expenses and outgoings relating to the Mechanical Parking System shall be the proportion in which the number of parking spaces in the Mechanical Parking System taken by the Purchaser may bear to the total number of Parking Spaces in the Mechanical Parking System. The Purchaser's proportionate share in several matters referred to herein shall be the proportion in which the carpet area of the Unit may bear to the carpet area of all the Units in the Project. It is clarified that while determining the proportionate share of the Purchaser in the various matters referred herein, the decision of the Promoter on any variations shall be binding on the Purchaser.
- 13.8.4 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 co-owner 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 co-owner at such place as the Promoter may decide and that too against prepayment of the applicable costs and charges therefor.
- 13.8.5 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.
- 13.8.6 **NonObstruction in Project:** The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any addition or alteration of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.

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- 13.8.7 **Architect & Engineers:** Unless changed by the Promoter, _____ shall be the Architect for the Project.
- 13.8.8 **Name of the Project:** The Project shall bear the name “_____” or such other name as be decided by the Promoter from time to time. The Towers shall also bear the names “_____”, “_____”, and “_____” 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.
- 13.9 **Future Expansion Related:**
- 13.9.1 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/storeys on the buildings and other vertical and horizontal expansion and commercial exploitation.
- 13.9.2 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.
- 13.10 **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:
- 13.10.1 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 Unit or any activity which may cause nuisance or annoyance to the Co-owners.
- 13.10.2 That unless the right of parking is expressly granted and mentioned in **Clause 2** of the **Schedule-B** hereunderwritten (“**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.
- 13.10.3 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 13.11.6** 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 said Project (including at the open spaces at the Project Land) nor claim any right to park in any manner whatsoever or howsoever.

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- (iii) The Purchaser shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Facility and/or two-wheeler, as the case may be.
- (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 whatsoever.
- (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place 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 Unit 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 Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
- (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 owner of such facility or any other Co-owners in the Project and shall use the dependant facility in mutual co-operation with the other facility holder.
- (xi) In case the Purchaser is provided facility of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the Parking Facility if taken by the Purchaser in the Mechanical Parking System shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

13.10.4 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

13.10.5 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

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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 said Building;
- (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 said Building and/or the Project Land and/or outside walls of the said Building 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.

- 13.10.6 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 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.
- 13.10.7 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.
- 13.10.8 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.
- 13.10.9 Not to put any nameplate or letter box or neon-sign or board in the Common Areas or on the outside wall of the Unit **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

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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.

- 13.10.10 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within **6 (six) months** from the date of possession.
- 13.10.11 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 Building/s at the Project 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 Building/s at the Project or any part thereof
- 13.10.12 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 13.10.13 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and Common Areas.
- 13.10.14 Not to install or keep or operate any generator in the Designated Apartment or in the or 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 Project save the battery operated inverter inside the Designated Apartment.
- 13.10.15 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
- 13.10.16 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.
- 13.10.17 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.
- 13.10.18 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 **7 (seven) days** of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 13.10.19 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 Vendors and the Promoter and all other persons entitled thereto.
- 13.10.20 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

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- 13.10.21 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.
- 13.10.22 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 Premium payable in respect thereof.
- 13.10.23 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 said Building. 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.
- 13.10.24 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.
- 13.10.25 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, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Project.
- 13.10.26 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.
- 13.10.27 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.
- 13.10.28 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.
- 13.10.29 to maintain at his own costs, the Designated Apartment 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, Bidhannagar Municipal Corporation, CESC Limited, 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.
- 13.10.30 Not to alter the outer elevation or façade or colour scheme of the Designated Block (including grills, verandahs, 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-conditioner unit(s) at any place

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otherwise than at the place and in the manner as 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.

- 13.10.31 Not to install any grill or box grill at the Unit, balcony/s, open terrace/s or any of its windows.
- 13.10.32 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 13.10.33 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, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners
- 13.10.34 Not to change/alter/modify the name of the Project and/or the Buildings therein from those mentioned in this Deed.
- 13.10.35 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.
- 13.10.36 The Purchaser agrees, declares and confirms 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 Centre, 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.
- 13.10.37 The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-owners (other than the Vendors 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.
- 13.11 **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**"):
- 13.11.1 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 Municipality, BL&LRO and/or any other appropriate authority Provided That so long as the same 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.
- 13.11.2 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 Building 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.

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