

- 13.11.3 Electricity charges for electricity consumed in or relating to the Unit
- 13.11.4 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.
- 13.11.5 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. ____/- (**Rupees ____**) only per Square foot per month of the Unit Area for CAM mentioned in clause 13.5.2(vi) above. The said minimum rates 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.
- 13.11.6 In case the Purchaser has opted for the designated Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @ Rs. ____/- per annum, per parking facility, if any.
- 13.11.7 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 13.11.8 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.
- 13.11.9 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.
- 13.12 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.
- 13.12.1 The maintenance charges do not include any payment or contribution towards the Activity Centre payable by the Purchaser as per stipulations made elsewhere in this Deed therefor. 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.
- 13.12.2 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**").

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- 13.12.3 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 2 (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.
- 13.12.4 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.
- 13.12.5 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the 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 Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors 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.
- 13.12.6 **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 Occupancy Certificate/completion certificate, as the case may be.
- 13.12.7 Common Expenses ("**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.
- 13.13 **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:-
- 13.13.1 The Promoter shall be entitled to utilize any additional FAR or constructed area as may be sanctionable in respect of the Project Land and/or any other adjoining land if included by the Promoter within the Project area in future in the same or subsequent phase project, by construction of additional floors or storeys on the buildings or any blocks thereof at the Project Land and/or at such adjoining

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landat 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.

- 13.13.2 For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested persons applying for the same in an organized manner whereby each such interested person shall be allotted, Parking Facility in an identified dependent or independent space against parking facility maintenance charges payable by such person.
- 13.13.3 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 " _____ " " _____ " 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 " _____ " " _____ " 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.
- 13.13.4 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, 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.
- 13.13.5 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

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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.

13.14 COMPLIANCE WITH RESPECT TO THE APARTMENT:

13.14.1 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 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 tenable 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.

13.14.2 The Purchaser further undertakes, assures and guarantees that he 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 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.

13.14.3 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 except as otherwise mentioned elsewhere hereinit has no right to make additions or to put up additional structure(s) anywhere in the Project after the Completion Certificate/Occupancy Certificate, as the case may be, in respect of the Buildings 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 PURCHASERS:** 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

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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 the 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 equal to the proportion which the carpet area of the Unit bears to the total carpet area of all the Units 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 arising out of or under this Deed shall be construed and enforced in accordance with the applicable laws of India for the time being in force.
- 25 **DISPUTE RESOLUTION:** All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and 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 and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the 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'

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PROJECT LAND

1. PROJECT LAND :

ALL THAT messuages, tenements, hereditaments, dwelling houses, rooms, constructions and premises together with piece or parcel of land or ground thereunto belonging whereon or on parts whereof the same are erected and built containing an area more or less 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 (containing an area of 2.19 acre), 325 (containing an area of 0.07 acre) and 326 (containing an area of 0.38 acre) 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 and butted and bounded as follows:-

ON THE NORTH : By R.S. Dag No. 323 being a road;

ON THE SOUTH : By R.S. Dag No.327;

ON THE EAST : By portion of R.S. Dag No. 296 and by R.S. Dag Nos. 298, 303, 310 and 311.

ON THE WEST : By public road.

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

SCHEDULE A-1

CHAIN OF TITLE

- 1 **WHEREAS** by an Indenture of Conveyance dated 17th January 1957 made between one Benode Behari Mondal and Nandalal Mondal therein described as the Vendors of the one part and one Cherayath Vadakkai Madham Venkatachala Iyer (hereinafter referred to as "**Mr. Iyer**") thereindescribed as the Purchaser of the other part and registered with the Sub Registrar, Cossipore, Dum Dum in Book No. I Volume No.-23, Pages from 86 to 92, Being No.334 and for the year 1957, the said Benode Behari Mondal and Nandalal Mondal for the consideration therein mentioned did thereby grant sell convey and transfer unto and to the said Mr. Iyer **ALL THAT** piece or parcel of land hereditaments and premises having a land area of 2.19 acre situate lying at and being C. S. Plot No. 304, Khatian No. 122 corresponding to R.S. Dag No. 324, Khatian No. 122 subsequently numbered as 138, in Mouza Mondal Ganthi, J. L. No. 6, R. S. No. 132, Touzi No. 172, Police Station Rajarhat in the District of 24-Parganas (hereinafter referred to as "**the Dag 324 Property**") absolutely and forever.
- 2 **AND WHEREAS** by a Deed of Transfer also dated 17th January 1957 made between one Abu Baker Mondal therein described as the Assignor of the one part and the said Mr. Iyer therein described as the Assignee of the other part and registered with the Sub Registrar, Cossipore, Dum Dum in Book No. I Volume No. 18 Pages 158 to 162 Being No. 335 for the year 1957, the said Abu Baker Mondal who was a lessee in respect of the said Dag 324 Property, for the consideration therein mentioned, did thereby transfer assign and assure unto the said Mr. Iyer all his right title and leasehold interest in the said Dag 324 Property absolutely.

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- 3 **AND WHEREAS** by an Indenture of Conveyance dated 16th April 1971 made between one Kamal Mandal and Sm. Mori Bala Dasi therein described as the Vendors of the one part and the said Mr. Iyer therein described as the Purchaser of the other part and registered with the Sub Registrar, Cossipore, Dum Dum in Book No. I Volume No. 27 Pages 263 to 269 Being No. 2095 for the year 1971, the said Kamal Mandal and Mori Bala Dasi, for the consideration therein mentioned, did thereby grant sell convey and transfer unto the said Mr. Iyer **ALL THOSE** pieces and parcels of land hereditaments and premises containing a land area of 0.45 acres situate lying at and being two adjoining plots being C. S. Plot No. 305, Khatian No. 261 corresponding to R.S. Plot No. 325, Khatian No 261 subsequently renumbered 235 measuring 0.07 acres and C. S. Plot No. 306, Khatian No. 261 corresponding to R.S. Plot No. 326, Khatian No 261 subsequently renumbered 235 measuring 0.38 acres in the said Mouza Mondal Ganthi, J. L. No. 6, R.S. No. 132, Touzi No. 172 Police Station Rajarhat in the District 24-Parganas (hereinafter collectively referred to as “the **Dags 325 and 326 Property**” absolutely and forever.
- 4 **AND WHEREAS** the said Mr. Iyer became the sole and absolute owner of the said Dag 324 Property and the said Dags 325 and 326 Property adjoining each other and containing an aggregate area of **2.64 Acres** with structures and buildings thereon morefully and particularly mentioned and described in the **SCHEDULE A** hereinabove written and hereinafter referred to as “the **PROJECT LAND**”.
- 5 **AND WHEREAS** by an Indenture of Conveyance dated 12th June, 1973 made between the said Mr. Iyer therein called the Vendor of the one part and Air India therein called the Purchaser of the other part and registered with the Registrar of Assurance, Calcutta in Book No. I, Volume No. 133, Pages 287 to 295 Being No. 3440 for the year 1973, the said Mr. Iyer for the consideration therein mentioned sold transferred and conveyed the said Property with all the buildings and structures thereon to the said Air India absolutely and forever.
- 6 **AND WHEREAS** after purchasing the said Property the said Air India caused conversion of Dag 324 Property into bastu and erected several houses and rooms thereat. The said Air India also caused its name to be mutated as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the said Property under L. R. Khatian No. 10948 and paid upto date khajana and land revenue in respect thereof.
- 7 **AND WHEREAS** the said Air India was established under section 3 of the Air Corporations Act, 1953. Subsequently by the Air Corporations (Transfer of Undertaking and Repeal) Act, 1994 the undertaking of the said Air India including all assets, rights, powers, authorities and privileges and all properties, movable and immovable, real or personal, corporeal or incorporeal, in possession or reservation, present or contingent, of whatever nature and wheresoever situate including the said Property and other properties and rights were transferred to and vested in the Air India Limited.
- 8 **AND WHEREAS** Air India Limited and Indian Airlines Limited were amalgamated to form National Aviation Company of India Limited, a Government of India company, vide order dated 22.08.2007 of the Ministry of Corporate Affairs, Government of India. As per the said order, the two Companies viz. Air India Ltd. and Indian Airlines Ltd., were dissolved without the process of winding up and all the properties of Air India Limited (including the Project Land) and Indian Airlines Limited were transferred to the National Aviation Company of India Limited.
- 9 **AND WHEREAS** the name of National Aviation Company of India Limited was changed to Air India Limited, vide a fresh Certificate of Incorporation dated 24.11.2010 (Corporate Identity Number: U62200HR2007PLC111539) issued by the Registrar of Companies, NCTof Delhi & Haryana, Ministry of Corporate Affairs, Government of India.

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- 10 **AND WHEREAS** by an Indenture of Conveyance of dated _____ made between the said Air India Limited therein called as the Vendor of the One Part and Sandeepg. Real Estate Limited therein called as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances- __, Kolkata in Book I Being No. _____ for the year 2023, the said Air India Limited for the consideration therein mentioned and upon receiving the same granted sold conveyed and transferred unto and to the said Sandeepg. Real Estate Limited the Project Land and all properties benefits and rights thereunto belonging and appertaining thereto absolutely and forever.
- 11 **AND WHEREAS** by an Indenture of Conveyance of dated 12th October 2023 made between the said Sandeepg. Real Estate Limited therein called as the Vendor of the One Part and the Vendors hereto therein called as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2023, Pages from 826667 to 826750, Being No. 190415461 for the year 2023, the said Sandeepg. Real Estate Limited for the consideration therein mentioned and upon receiving the same granted sold conveyed and transferred unto and to the Vendors hereto the Project Land and all properties benefits and rights thereunto belonging and appertaining thereto absolutely and forever.
- 12 **AND WHEREAS** out of the Vendors, the said Jalapeno Sales Private Limited and Limelight Merchandise Private Limited were at the time of execution of the said Indenture of Conveyance dated 12th October, 2023 Private Limited Companies and have since been converted to Limited Liability Partnerships namely Jalapeno Sales LLP (being the Vendor No. 1.17) and Limelight Merchandise LLP (being the Vendor No. 1.18) herein respectively and Certificates of Registration on Conversion of such companies to their respective LLP's were issued by the Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies, Central Registration Centre, on 23.10.2024 and 23.09.2024 respectively and by virtue of such conversion all tangible and intangible property, assets, interests, rights, privileges, liabilities, obligations relating to the said Companies and the whole of the undertaking of the respective Companies stood transferred to and vested in the respective LLP's.
- 13 **AND WHEREAS** the Vendors hereto has caused to be mutated its names as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 under L.R. Khatian Nos. 11226 to 11255 in respect of the Project Land and have also has caused their names to be mutated in the records of the Bidhannagar Municipal Corporation vide current municipal Holding No. 20 with Holding address being 13, Block No. D, 20, Mondalganti, Mistripara, under Ward No. 7 of Bidhannagar Municipal Corporation, Kolkata-700052.
- 14 **AND WHEREAS** the plans for construction of the Buildings at the Project were sanctioned by the Bidhannagar Municipal Corporation vide Building Permit No. SWS-OBPAS/2109/2024/1023 dated 08-10-2024.
- 15 **AND WHEREAS** the full and complete terms and conditions between the Vendors and the Promoter in respect of the Project Land has been agreed and recorded in the Development Agreement dated _____ and registered with Additional Registrar of Assurances - __, Kolkata in Book No. I, Volume No. _____, Pages _____ to _____, Being No. _____ for the year 202___. The plans for construction of the Buildings at the Project were sanctioned by the Bidhannagar Municipal Corporation vide sanction Plan No. _____, dated _____.
- 16 **AND WHEREAS** the Vendors have 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:

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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 Purchasers 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 Vendors/Promoter, shall mean the respective Vendors and/or Promoter;
 - (iii) **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - (iv) **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 alongwith 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 ___ (_____) medium sized motor car at such _____ at the said Project Land.

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 Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, 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 Vendors, 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

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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 Vendors, 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 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.

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SCHEDULE 'D'

COMMON AREAS AND INSTALLATIONS

PART-I

1. AMENITIES & FACILITIES:

1. Common Areas & Installations at any Building:

- 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 Block.
- 1.2 Electrical installations with main switch and meter and space required therefore in the Building.
- 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.
- 1.4 Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- 1.5 Common corridors, lobbies, stairs, stairways landings entrances exits and pathways within each New Building.
- 1.6 Windows, doors, grills and other fittings in the common area.
- 1.7 Lifts, Lift wells spaces required therefor.
- 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
- 1.9 Gate Goomty.
- 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

(Common Areas in the Project)

2. Common Areas & Installations at the Project:

- 2.1 Driveways, pathway pavements and landscape green at the Project Land.
- 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.
- 2.3 Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- 2.4 Main Gates of the Project for entrances and exits, Boundary Walls.
- 2.5 Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains (if any).
- 2.6 Space for Generator installations and its allied accessories room.
- 2.7 Boundary walls of the Properties including outer side of the walls of the Project Land and main gates.
- 2.8 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

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PART-IV
ACTIVITY CENTREFACILITIES

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 excluding parking spaces in the Mechanical Parking System 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. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **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 excluding parking spaces in the Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owner, the Promoter, the Association for the common purposes.

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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:

VENDORS:

Signature _____

Name: _____

Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PURCHASER: (including joint buyers)

Signature _____

Name: _____

Address: _____

EIA DEVELOPERS LLP

Designated Partner/Authorised Signatory

Signature _____

Name: _____

Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

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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/Demand Draft/RTGS/NEFT and other instruments as per Memo written herein below which includes a sum of Rs. _____/-being the entitlement of the Vendors received by it from time to time from the Promoter as pure reimbursement:

MEMO OF CONSIDERATION

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

(Rupees _____) only

(VENDORS)

(PROMOTER)

WITNESSES:

EIA DEVELOPERS LLP

Designated Partner/Authorised Signatory

DATED THIS DAY OF 20

BETWEEN

MADANLAL AVENUE LLP & ORS.

... VENDORS

AND

EIA DEVELOPERS LLP

... PROMOTER

AND

... PURCHASER

INDENTURE

(Unit No. in Block ___)

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B& 2, HARE STREET

KOLKATA - 700001.

EIA DEVELOPERS LLP

Designated Partner / Authorized Signatory