

SALE DEED

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

BETWEEN

ALINGAN ENCLAVE PRIVATE LIMITED, (CIN: **U45400WB2008PTC123697**; PAN **AAHCA0627P**), an existing company within the meaning of the Companies Act, 2013 having its registered office at 2nd Floor, Flat 2B, Aradhana Building, 29 Sadananda Road, Kalighat, Kolkata, Kolkata-700026, duly represented by its Authorised Signatory / Director _____

(PAN: _____; Aadhaar No. _____), son of Mr. _____, by occupation-_____, by Nationality-Indian, residing at _____, P.O. _____, P.S. _____, Kolkata _____, pursuant to the Board Resolution dated _____, hereinafter referred to as “the **VENDOR / PROMOTER / LAND OWNER**” (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **ONE PART**

AND

_____ hereinafter referred to as “the **ALLOTTEE / PURCHASER**” of the **OTHER PART**:

The Vendor and the Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Vendor is the full and absolute owner of **All That** the piece and parcel of the land measuring about **34.7331 cottahs or 25007.88 square feet** more or less situate at Station Road, Police Station-Kotwali, Holding No.1598 (old holding no.1010/34), under Ward No.5 (old ward no.23) of Midnapore Municipality, comprised in L.R. Plot No.914 corresponding to R.S. Plot No.171 (P), recorded under L.R. Khatian No.1209 (in the name of the Vendor herein), Mouza-Shekhpara, J.L. No.172, in the District of Paschim Medinipur, Midnapore-721101 West Bengal, (fully described in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity called “the **said Premises**”).

Devolution of title in respect of the said Premises is mentioned in the **FIFTH SCHEDULE** hereunder written;

- C. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- D. The Midnapore Municipality has granted the permission to construct vide Building Permit dated _____ bearing no. _____.
- E. The Vendor has obtained the sanctioned plan for the Project from Midnapore Municipality as mentioned in the Definition No. xviii (being the definition of Plan) hereinbelow. The Vendor agrees and undertakes that it shall not make any changes to these plans except in strict compliance with section 14 of the Act and other laws as applicable and save to the extent as mentioned in the Definition No. xviii (being the definition of Plan) hereinbelow. It is however clarified that the Allottee is fully aware that the Vendor intends to apply for sanction of additional floors to the presently sanctioned Buildings, as mentioned in details in the Definition No. xviii (being the definition of Plan), and shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same;
- F. The Vendor has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) (Act No.16 of 2016) with the Real Estate Regulatory Authority at _____ on _____ under Registration No. _____.
- G. The Vendor has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by the

concerned authorities and the _____ has issued completion certificate vide _____ dated _____.

- H. By an Agreement for Sale dated _____ and registered with the _____ in _____, the Vendor agreed to sell and transfer to the Allottee All That the said Apartment / Unit (as hereinafter defined) described in the SECOND SCHEDULE for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the Sale Agreement"), which stands modified and/or superseded by these presents.
- I. The construction of the said Apartment / Unit is complete to the full and final satisfaction of the Allottee and the Vendor has delivered possession thereof to the Allottee on _____;
- J. The Vendor has duly complied with its obligations contained in the said Sale Agreement and are not in default of its obligations therein, which the Allottee doth hereby confirm, and similarly the Vendor hereby confirms that the Allottee has made full payment of the Total Price to the Vendor. In any event, each Party hereby condones the delays defaults and breaches, if any, made by the other party and also hereby waives all claims and demands against the other party arising or occasioned due to delays defaults and breaches, if any;
- K. The Allottee has now requested the Vendor to convey the said Apartment / Unit in favour of the Allottee;
- L. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Vendor to the said Premises;
 - (ii) The facts hereinbefore recited and the superseding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto (including the Sale Agreement);
 - (iii) The workmanship and quality of construction of the said Apartment / Unit and the Project, including the structural stability of the same;
 - (iv) The total area comprised in the said Apartment / Unit;
 - (v) The Completion Certificate;
 - (vi) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.
- I. NOW THIS DEED WITNESSETH that in the premises aforesaid and in consideration of the sum of Rs. _____ (Rupees _____) only by the Allottee to the Vendor paid at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same, the Vendor doth hereby discharge the Allottee), the Vendor doth hereby grant sell convey transfer release assign and assure unto and to the Allottee ALL THAT the said Apartment / Unit fully described in the SECOND SCHEDULE hereunder written TOGETHER WITH the right to use and enjoy the Common Areas and Installations described in the THIRD SCHEDULE hereunder written in common in the manner herein stated and agreed, which Common Areas and Installations shall be transferred in favour of the Association as mandated by law AND reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit TO HAVE AND TO HOLD the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever, free from all encumbrances SUBJECT NEVERTHELESS TO the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed AND ALSO SUBJECT to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said Apartment / Unit wholly and the Common Expenses

(described in the FOURTH SCHEDULE hereunder written) proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

II. THE VENDOR DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-

- i) The interest which the Vendor professes to transfer subsist and that it has good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Apartment / Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor.
- iii) The Vendor shall upon reasonable request and at the costs of the Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association, the Vendor, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE VENDOR as follows:

1. The Allottee so as to bind himself to the Vendor and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Vendor and with all the other allottees that the Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.
2. **MAINTENANCE OF THE SAID BUILDINGS/UNIT/PROJECT**
The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in Annexure "B" hereto and all the Allottees of Units shall be bound and obliged to comply with the same.

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

3. RIGHT TO ENTER THE UNIT FOR REPAIRS

The Vendor / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, car parks / garages / closed parkings and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the said Apartment / Unit or any part thereof, after due notice and during

the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

4. **USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Sohum Royale, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basement(s) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association of allottees formed by the allottees for rendering maintenance services.

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

5.1 the Allottee shall be solely responsible to maintain the said Apartment / Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment / Unit, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment / Unit, and keep the said Apartment / Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

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

6. **PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES**

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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Apartment / Unit, in case of a transfer, as the said obligations go along with the said Apartment / Unit for all intents and purposes.

7. **NOTICES**

That all notices to be served on the Allottee and the Vendor as contemplated by this Deed shall be deemed to have been duly served if sent to the Allottee or the Vendor by Registered Post at their respective addresses specified below:

 _____ Name of Allottee
 _____ (Allottee Address)

M/s. _____ Vendor Name
 _____ (Vendor Address)

It shall be the duty of the Allottee to inform the vendor of any change in his address subsequent to the execution of this Deed in the above address (currently the registered office of the vendor) by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the allottee.

All communications and letters by the Allottee to the Vendor shall always be sent to the vendor only at his current registered office address (as updated in the Ministry of Corporate Affairs Portal from time to time). Any communication and letters posted to the vendor to any other address except his current registered office shall not be deemed to have been received by the vendor.

8. **JOINT ALLOTTEES**

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

9. **GOVERNING LAW**

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

10. **OTHER PROVISIONS:**

- 10.1 The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Apartment / Unit) nor do anything whereby the construction or development of the Said Premises or the said Premises or the sale or transfer of the other Units in the Said Premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Vendor is restrained from construction of the Said Premises and/or transferring and disposing of the other units / apartments / saleable spaces and rights in the Project or the Said Premises then and in that event without prejudice to such other rights the Vendor may have, the Allottee shall be liable to compensate and also indemnify the Vendor for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Vendor.
- 10.2. Save the said Apartment / Unit and the common right to use the Common Areas and Installations in terms of these presents, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Units / Apartments and spaces or store-rooms or constructed or open areas or parking spaces at the said Premises or the Project / Said Premises or the Building thereat.

- 10.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain units may have the exclusive open to sky Terrace / Gardens attached to their respective units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 10.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Apartment / Unit in the records of concerned authorities.
- 10.5 The rights of the Allottee in respect of the said Apartment / Unit under these presents can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 10.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Vendor and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Apartment / Unit till the time the same are fully paid and No Dues Certificate is obtained from the Vendor and/or the Maintenance In-Charge, as applicable.
- 10.7 The Vendor shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building at the said Premises and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Allottee under this Deed) in such manner as the Vendor shall in its absolute discretion think fit and proper. The Vendor has assured the Allottee that the Vendor shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.
- 10.8 Save the said Apartment / Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or parking spaces at the said Premises and the Vendor shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendor in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendor exclusively.
- 10.9 The Vendor may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing / permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu / exchange of such owners / occupiers of the such adjoining / contiguous property granting similar right of user and enjoyment to the unit-owners / occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining / contiguous property.
- 10.10 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendor shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully,

including by way of raising further storey or stories on the roofs for the time being of the Building and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Vendor in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Vendor on account thereof and furthermore the Allottee shall fully co-operate with the Vendor and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendor.

- 10.11 It is expressly agreed understood and clarified that at any time hereafter, the Vendor shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or developers of adjoining / contiguous properties on such terms as be agreed by and between the Vendor and the owners / developers of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Vendor and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Vendor on account thereof and furthermore the Allottee shall fully co-operate with the Vendor and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendor.
- 10.12 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendor shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Building or any part thereof on such terms and conditions as the Vendor may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 10.13 The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Vendor for fulfillment of the Allottee's obligations and the Vendor's rights shall in no way be affected or prejudiced thereby.
- 10.14 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Vendor in writing. It is further agreed and clarified that any transfer of the said Apartment / Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.

- 10.15 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and also the provisions of West Bengal Apartment Ownership Act, 1972, including for vesting/transfer of the title/interest in respect of the Common Areas and Installations in favour of the Association as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Vendor fully indemnified with regard to the aforesaid provisions.
- 10.16 The Allottee shall be and remain responsible for and indemnify the Vendor and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Vendor against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 10.17 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkeep by and at the costs and expenses of the allottee thereof, if allotted to any allottee.
- 10.17.1 In case any parking space is covered by a shed / canopy / glass cover / awning or any other form of cover, then the same shall be managed maintained and upkeep by and at the costs and expenses of the allottee thereof, if allotted to any allottee.
- 10.18 The Project at the said Premises shall bear the name "**Sohum Royale**" unless changed by the Vendor from time to time in its absolute discretion.
- 10.19 The paragraph headings do not form a part of these presents and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee: (including joint buyers)

SIGNED AND DELIVERED BY THE WITHIN NAMED VENDOR:

WITNESSES TO ALL THE ABOVE:

1.

Signature _____

Name _____

Address _____
2.

Signature _____

Name _____

Address _____

Drafted by

Advocate
Saraogi & Co., Advocates
High Court, Calcutta

RECEIPT AND MEMO OF CONSIDERATION

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

SCHEDULES

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

All That the piece and parcel of the land measuring about **34.7331 cottahs or 25007.88 square feet** more or less situate at Station Road, Police Station-Kotwali, Holding No.1598 (old holding no.1010/34), under Ward No.5 (old ward no.23) of Midnapore Municipality, comprised in L.R. Plot No.914 corresponding to R.S. Plot No.171 (P), recorded under L.R. Khatian No.1209 (in the name of the Vendor herein), Mouza-Shekhpara, J.L. No.172, in the District of Paschim Medinipur, Midnapore-721101, West Bengal, butted and bounded as under and bordered "**RED**" in the map or plan hereto annexed:

On the North : By Station Road;
On the East : By Singhabahini Hardware;
On the West : By Building of Ganesh Lal Agarwal and;
On the South : By Bidhan Nagar Road;

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

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

All That the Apartment/ Unit bearing No. _____ containing a Carpet Area of _____ Square Feet [Built-up Area whereof being _____ Square Feet (inclusive of the area of the balcony(ies) / verandah(s) being _____ Square Feet) and Maintenance Chargeable Area being _____ Square Feet, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the _____ side on the _____ floor of the Building at the said Premises described in the First Schedule hereinabove written and shown in the Plan annexed hereto, duly bordered thereon in "Red".

_____ Car Park narration _____

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

1. Land comprised in the said Premises;
2. Entrance and Exit gates of the said Premises.
3. Paths passages and driveways in the said Premises other than those reserved by the Vendor for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Vendor for its exclusive use.
4. Entrance Lobby in the Building
5. Staircases, lobbies and landings of the Building.

6. 2 lifts (including 1 stretcher lift) in the Building along with lift shafts and the lobby in front of it on typical floors and lift machine room.
7. Stand-by Diesel generator set of make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts.
9. Overhead water tanks, Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes there from connecting to different flats.
10. Underground water reservoir with a pull-on pump installed thereat.
11. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Project and from there to the municipal drain.
12. Septic Tank at Ground Floor
13. Requisite arrangement of Intercom / EPABX.
14. Boundary Walls.
15. Outdoor meditation & yoga space (at the terrace)
16. Landscape garden on podium (at the terrace).
17. Outdoor Children's Play Area with slide & swing (at the terrace).
18. CCTV surveillance
19. Modern equipment's and measures for Fire-fighting & Fire-safety in compliance with norms
20. Rain Water Harvesting
21. Common areas lighting load
22. Garbage dumping point/space
23. Administration office
24. Structure:
 - a) Pile/Raft Foundation for durability & stability
 - b) RCC Superstructure
25. Lobby:

Floor lobbies with Vitrified tiles.
26. Staircase - 2 spacious RCC staircases.
27. Pump Room

It is clarified that the Common Areas and Installations shall not include the open space measuring 7106.33 sq ft, on the north side of the Building at the said Premises, as delineated in the _____ Plan annexed hereto by "Green" borders With the ultimate roof of the Building, which is reserved for exclusive use by the owners and occupiers of the Commercial Area, all Parking Spaces and other open and covered spaces at the Premises and the Building which the Vendor may from time to time express or intend not to be so included in the common areas and installations and the Vendor shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)**

_____ **TO SET OUT** _____

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Devolution of Title)

WHEREAS by virtue of a Deed of Lease dated 29th November 1963 executed between Byomkesh Chandra Mitra & Others, therein described as the Lessors of the One Part and one Satyendra Nath Ghosh, therein described as the Lessee of the Other Part and registered in Book No. I, volume No. 75, Pages No. 261 to 269, being no. 5856 for the year 1963, at the Office of Sub-Registrar, Midnapore, the said Satyendra Nath Ghosh became a perpetual lessee of a non agricultural tenancy land with both heritable and transferable rights, upon payment of the premium as settled amongst themselves and subject to payment of yearly rent of Rs. 7.63 (Rupees Seven and sixty three paise only), comprised in J.L. No. 172, C.S. Interest No. 7 (seven) out of C.S. Plot No. 171 measuring an area of 0.1680 Acre or 10 Cottahs 2 and 2/3rd Chittaks or 7320 Square feet at Mouza - Sekpura, P.S. & District - Midnapore fully described in the Schedule thereunder written.

AND WHEREAS by virtue of another Deed of Lease dated 29th April 1964 executed between the said Byomkesh Chandra Mitra & Others, therein described as the Lessors of the One Part and the said Satyendra Nath Ghosh, therein described as the Lessee of the Other Part and registered in Book No. I, Volume No. 36, Pages No. 173 to 180, being no. 2422 for the year 1964 at the office of Sub-Registrar, Midnapore, the said Satyendra Nath Ghosh became a perpetual lessee of a non agricultural tenancy land with both heritable and transferable rights, upon payment of the premium as settled amongst themselves and subject to payment of yearly rent of Rs. 6.72 (Rupees Six and Seventy two paise only), comprised in respect of all that J.L. No. 172, C.S. Interest No. 7 (seven) (old) and Nos. 5/1,5/3,5/5,5/6,6/2,6/3,6/5 and 6/6 (new) out of C.S. Plot No. 171 measuring an area of 0.1251 Acre or 8 Cottahs 15 and 1/3rd Chittaks 6450 Square feet at Mouza-Sekpura, Police station & District - Midnapore, fully described in the Schedule thereunder written.

AND WHEREAS by virtue of another Deed of Lease dated 26th June 1974 executed between the said Byomkesh Chandra Mitra & Others, therein described as the Lessors of the One Part and said Satyendra Nath Ghosh, therein described as the Lessee of the Other Part and registered in Book No. I, Volume No. 36, Pages No. 173 to 180 being no.5508 for the year 1974 at the office of Sub-Registrar, Midnapore, the said Satyendra Nath Ghosh became a perpetual lessee of a non agricultural tenancy land with both heritable and transferable rights, upon payment of the premium as settled amongst themselves and subject to payment of yearly rent of Rs. 14/- (Rupees Fourteen only), comprised in respect of all that J.L. No. 172, C.S. Interest No. 7 and Nos. 5/1,5/4,5/5,5/6,6/2,6/4,6/5 and 6/8 (R.S. Interest) out of C.S. Plot No. 171 measuring an area of 0.3085 Acre or 18 Cottahs 10 Chittaks 30 Square feet or 13440 square feet at Mouza - Sekpura, Police Station & District Midnapore, fully described in the schedule thereunder written.

AND WHEREAS by virtue of the said three lease deeds executed in different years, the said Satyendra Nath Ghosh absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land being J.L. No. 172, C.S. Interest No. 7 (Old), admeasuring an area of 37 Cottahs 12 Chittaks 30 Square feet or 27,210 square feet comprised in all that Dag No.171, Khatian Nos. 5/1, 5/3, 5/4, 5/5, 5/6, 6/2, 6/3, 6/4, 6/5, 6/6 and 6/8 at Mouza-Sekpura, Police Station & District - Midnapore.

AND WHEREAS the said Sri Satyendra Nath Ghosh during his lifetime constructed various structures at the said premises measuring altogether an area of 9885.047 square feet.

AND WHEREAS by a Sale Deed dated 6th October 1993 executed between the said Satyendra Nath Ghosh, therein described as the Vendor of the One Part and Smt. Jayanti Mondal described as Purchaser of the Other Part...

AND WHEREAS by a Sale Deed dated 6th October 1993 executed between the said Satyendra Nath Ghosh, therein described as the Vendor of the One Part and Smt. Jayanti Mondal described as Purchaser of the Other Part and registered at the office of the Additional District Sub-Registrar, Sadar, Paschim Medinipur in Book No. I, Volume No. 73, Pages 127 to 133 Being No. 4259 for the year 1993, the said Satyendra Nath Ghosh sold, conveyed and transferred to said Smt. Jayanti Mondal all his right, title and interest in respect of an area measuring about 0.0208 Acres or 1.28 cottahs from all that J.L. No. 172, Interest No. 7, Dag No.171, Khatian Nos. 5/1, 5/4, 5/5, 5/6, 6/2, 6/4, 6/5 and 6/8 at Mouza-Sekpura, Police Station & District Midnapore, fully described in the schedule thereunder written, inter alia, for consideration and on terms more fully contained therein.

AND WHEREAS by another Sale Deed dated 6th October 1993 executed between the said Satyendra Nath Ghosh therein described as the Vendor of the One Part and Smt. Jayanti Mondal, described as the Purchaser of the Other Part and registered in Book No. I, Volume No. 73 Pages 134 to 140 Being No. 4260 for the year 1993, at the office of the Additional District Sub-Registrar, Sadar, Paschim Medinipur, the said Satyendra Nath Ghosh sold, conveyed and transferred to said Smt. Jayanti Mondal all his right, title and interest in respect of an area measuring about 0.0330 Acres or 2 Cottahs from all that J.L. No. 172, Dag No. 171, Khatian Nos. 5/1, 5/4, 5/5, 5/6, 6/2, 6/4, 6/5 and 6/8 at Mouza-Sekpura, Paschim Medinipur fully described in the Schedule thereunder written, inter alia, for consideration and on terms more fully contained therein.

AND WHEREAS in the premises after sale of 3.28 cottah of land by way of two Sale Deeds to Smt. Jayanti Mondal out of total land measuring about 37 cottahs 12 Chittaks 30 square feet or 27210 square feet, the said Satyendra Nath Ghosh was in possession of 34.733 cottahs or 25007.76 square feet of land at J.L. No. 172, Dag No. 171, Khatian Nos. 5/2, 5/3, 5/5, 5/6, 6/3 and 6/5 along with structures lying thereat measuring about 9885.047 square feet at Mouza-Sekpura, Post office & Police station Kotwali, Paschim Medinipur, West Bengal herein referred to as "Said Premises"

AND WHEREAS the said Sri Satyendra Nath Ghosh died intestate on 16th July 1994, leaving behind his wife Smt. Chhabi Ghosh, son Sri Soumendra Nath Ghosh and daughter Smt. Sampa Bose nee Ghosh as his only legal heirs and successors-in-interest and as such the said property devolved jointly upon the said Smt. Chhabi Ghosh, Sri Soumendra Nath Ghosh and Smt. Sampa Bose nee Ghosh.

AND WHEREAS the said premises was partitioned into Lot "A" in favour of Chhabi Ghosh , Lot "B" in favour of Smt. Sampa Bose nee Ghosh and Lot "C" in favour of Sri Soumendra Nath Ghosh respectively in metes and bounds by virtue of an AWARD which was delivered on 4th August 2012 at Kolkata by The Learned Arbitrator.

AND WHEREAS by way of such partition, each party had released and relinquished his or her respective right, title and interest in the said property save and except what had been allotted in their respective shares and thereby absolutely seized and possessed and became the owner of their respective demarcated portions.

AND WHEREAS the LAND OWNER/DEVELOPER being desirous of purchasing their respective portions approached Chhabi Ghosh, Sri Soumendra Nath Ghosh and Smt. Sampa Bose nee Ghosh separately.

AND WHEREAS by virtue of Deed of Conveyance dated 30th January 2013 executed between Sri Soumendra Nath Ghosh therein described as the vendor on one part and the LAND OWNER/DEVELOPER therein described as the Purchaser on the other part and registered in Book No. I, Volume No. I, Pages No. 6047 to 6069, being no. 356 for the year 2013, at the office of The Additional Registrar of Assurance -III, Kolkata, the LAND OWNER/DEVELOPER became the absolute owner of the piece and parcel of land measuring about an area of 6106.71 square feet(8.482 cottahs) of land situated at station road, P.S. Kotwali, Holding No.1010/34 under ward no. 5(old ward no. 23) of Midnapore Municipality comprised in R.S. Plot No. 171(P), Hal Plot No. 914, Khatian Nos. 5/2,5/3,5/5,5/6, 6/3 and 6/5, Mouza- Sekhpura, J.L. No. 172, District - Paschim Medinipur.

AND WHEREAS by virtue of Deed of Conveyance dated 23rd February 2013 executed between Chhabi Ghosh therein described as the vendor on one part and the LAND OWNER/DEVELOPER therein described as the Purchaser on the other part and registered in Book No. I, Volume No. 2, Pages No. 2796 to 2821, being no. 632 for the year 2013, at the office of The Additional Registrar of Assurance -III, Kolkata, the LAND OWNER/DEVELOPER became the absolute owner of the piece and parcel of land measuring about an area of 10162.86 square feet of land situated at Station road, P.S. Kotwali, Holding No.1010/34 under ward no. 5(old ward no. 23) of Midnapore Municipality comprised in R.S. Plot No. 171(P), Hal Plot No. 914, Khatian Nos. 5/2,5/3,5/5,5/6, 6/3 and 6/5, Mouza- Sekhpura, J.L. No. 172, District - Paschim Medinipur.

AND WHEREAS by virtue of Deed of Conveyance dated 18th March 2016 executed between Sampa Bose nee Ghosh therein described as the vendor on one part and the LAND OWNER/DEVELOPER therein described as the Purchaser on the other part and registered in Book No. I, Volume No. 1903-2016, Pages No. 26481 to 26517, being no. 190300797 for the year 2016, at the office of The Additional Registrar of Assurance -III, Kolkata, the LAND OWNER/DEVELOPER became the absolute owner of the piece and parcel of land measuring about an area of 8738.31 square feet (12.137 cottahs) of land situated at Station road, P.S. Kotwali, Holding No.1010/34 under ward no. 5(old ward no. 23) of Midnapore Municipality comprised in R.S. Plot No. 171(P), Hal Plot No. 914, Khatian Nos. 5/2,5/3,5/5,5/6, 6/3 and 6/5, Mouza- Sekhpura, J.L. No. 172, District - Paschim Medinipur.

AND WHEREAS by virtue of the said three Deeds of Conveyance, the LAND OWNER/DEVELOPER became the absolute owner of the entire piece and parcel of land measuring about 25007.88 square feet (34.733 cottahs) situated Station road, P.S. Kotwali, Holding No.1010/34 under ward no. 5(old ward no. 23) of Midnapore Municipality comprised in R.S. Plot No. 171(P), Hal Plot No. 914, Khatian Nos. 5/2,5/3,5/5,5/6, 6/3 and 6/5, Mouza- Sekhpura, J.L. No. 172, District - Paschim Medinipur herein referred to as "Said Premises "

Annexure "A"

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

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PREMISES** shall mean **All That** the piece and parcel of the land measuring about **34.7331 cottahs or 25007.88 square feet** more or less situate at Station Road, Police Station-Kotwali, Holding No.1598 (old holding no.1010/34), under Ward No.5 (old ward no.23) of Midnapore Municipality, comprised in L.R. Plot No.914 corresponding to R.S. Plot No.171 (P), recorded under L.R. Khatian No.1209 (in the name of the Vendor herein), Mouza-Shekhpara, J.L. No.172, in the District of Paschim Medinipur, Midnapore-721101, West Bengal, (fully described in the **First Schedule**).
- iv) **PROJECT AND/OR BUILDING/S AND/OR NEW BUILDING/S AND/OR TOWER/S** shall mean and include the New Building named "**Sohum Royale**", being mainly Residential and partly Non-Residential constructed by the Vendor at the said Premises, having a Basement, Ground Floor and 12 (twelve) Upper Floors already sanctioned, containing several independent and self-contained Flats/ Apartments and/or Units, commercial / retail areas / spaces, semi-commercial spaces, offices, showrooms shops, and/or parking spaces and other constructed areas, with liberty to the Vendor to modify and/or expand and/or add further storeys to the same at its sole discretion and the Allottee hereby consents to the same.

The Allottee is also aware that the divided and demarcated portion on the Ground Floor on the ____ side containing an area of ____ sq.ft. and the entirety of the First Floor, containing an area of ____ sq.ft., and the entirety of the Second Floor, containing an area of ____ sq.ft., containing several independent and self-contained shops, showrooms, offices and other constructed areas, are reserved for Commercial / Non-Residential Use (in short "the Commercial Area"). The Allottee acknowledges that such planning may undergo further changes in future and the Allottee hereby consents to the same and confirms that it neither has nor shall have any objection with regard thereto.

The allottees of Commercial Units shall have exclusive right to use the divided and demarcated open space measuring, 7106.33 sq ft on the north side of the said Premises, which is delineated in the ____ Plan annexed hereto by "Green" borders With the ultimate roof of the Building, and allottees of the Residential Area shall have no right thereon (except in emergency / exigency such as in case of fire etc.) and the Allottee of Residential Area and/or the Association shall not raise any objection thereto or claim the right of user thereof.

- v) **ALLOTTEES / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase from the Vendor and taken possession of any Apartment / Unit in the Said Premises.

- vi) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in the **THIRD SCHEDULE** and expressed or intended by the Vendor for exclusive use and enjoyment by the occupants of the Said Premises, it being expressly agreed understood and clarified that the Allottees of Commercial Units shall be entitled to use all the Common Areas and Installations as mentioned and specified in the **THIRD SCHEDULE** alongwith those expressly mentioned herein by the Vendor for exclusive use and enjoyment by the Allottees of the Commercial Unit.

It is clarified that the Common Areas and Installations shall not include the parking spaces, the ultimate roof of the Building, roofs/terraces at different floor levels attached to any particular Apartment / Unit or Commercial Space(s), exclusive greens / gardens attached to any particular Apartment / Unit, the open space measuring 7106.33 sq ft, on the north side of the Building at the said Premises, as delineated in the _____ Plan annexed hereto by “Green” borders, which is reserved for exclusive use by the owners and occupiers of the Commercial Area, all Parking Spaces and other open and covered spaces at the Premises and the Building which the Vendor may from time to time express or intend not to be so included in the common areas and installations and the Vendor shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.

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

- vii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises (including to the Allottees of Units in the Commercial Portion) and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees. **It is however clarified that** in case any of the Common Areas and Installations are reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees, then the maintenance of such reserved Common Areas and Installations shall be paid for only by the users thereof.
- viii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Apartment / Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Apartment / Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.
- ix) **UNITS** shall mean the independent and self-contained flats / apartments and/or Units, commercial / retail areas / spaces, semi-commercial spaces, offices, showrooms, shops and/or other constructed areas (capable of being independently and exclusively used and enjoyed) at the

said Premises and wherever the context so permits or intends shall include the attached balcony(ies) / verandah(s) / servant quarter(s) / store room(s) and/or Parking right(s) and/or exclusive right to use of the terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective Units and also the proportionate undivided impartible share in the Common Areas and Installations, attributable thereto, which Common Areas and Installations are to be transferred to the Association as mandated by law.

- x) **PARKING SPACES** shall mean garages and/or closed parking spaces and/or covered parking spaces in or portions of the Building at the Premises, Basement and also the open parking spaces in the open compound at the said Premises, and also the Multi-Level and Mechanical Car Parkings and parking areas covered by shed / canopy / glass cover / awning or any other form of cover, as expressed or intended by the Vendor at its sole discretion for parking of motor cars and other vehicles. It is clarified that the Vendor intends to convert some of the parking spaces into Multi-Level and Mechanical Car Parkings, to which the Allottee hereby consents and shall not raise any objection with regard thereto.
 - xi) **CARPET AREA** according to the context shall mean the net usable floor area of any Apartment / Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment / Unit;
 - xii) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Project (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Apartment / Unit).
 - xiii) **CHARGEABLE / MAINTENANCE CHARGEABLE AREA/ SUPER BUILT-UP AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Apartment / Unit **AND** shall include the proportionate share of the areas of the common areas in the Project and the Premises, attributable to such Apartment / Unit as shall be determined by the Vendor in its absolute discretion. It is clarified that Chargeable / Super Built-up Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Apartment / Unit agreed to be purchased by the Allottee.
- It is however clarified that** in case any of the Common Areas and Installations are reserved and/or meant for use and enjoyment by the allottees of any one or more segment of the Project to the exclusion of the other allottees, then the area of such Common Areas and Installations shall be loaded on to the units of such allottees only thereof.
- xiv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Built-up Area of the said Apartment / Unit may bear to the Built-up Area of all the Units in the Said Premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which

such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Apartment / Unit).

- xv) SAID APARTMENT / UNIT shall mean the Residential Flat / Commercial Space / Retail Space / Semi-Commercial Space / Office / Showroom / Shop / Apartment bearing Unit No. _____ on the _____ floor of the Building constructed at the said Premises morefully and particularly mentioned and described in the SECOND SCHEDULE and wherever the context so permits shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Apartment / Unit and further wherever the context so permits shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated SECOND SCHEDULE and further wherever the context so permits shall include the exclusive right to use the Open Private Terrace attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated SECOND SCHEDULE and further wherever the context so permits shall include the exclusive right to use and enjoy the open space measuring 7106.33 sq. ft. on the north side of the Premises, which is delineated in the First Plan annexed hereto by "Green" borders, or any part / portion thereof, if so specifically and as expressly mentioned and described in the withinstated SECOND SCHEDULE and further wherever the context so permits shall include the exclusive, unrestricted and absolute right to install VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof of the Building and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated SECOND SCHEDULE and further wherever the context so permits shall include the exclusive, unrestricted and absolute right to install Generator at any portion of the said Premises and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated SECOND SCHEDULE.
- xvi) **ASSOCIATION** shall mean any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Vendor for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Vendor in its absolute discretion.
- xvii) **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Vendor shall mean the Association and till such time the Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Vendor.
- xviii) **PLAN** shall mean the plan for the time being sanctioned by the Midnapore Municipality vide Building Permit No. SWS-OBPAS/1606/2024/0471 dated 27-11-2024 and No. 88 dated 31-12-2024, for construction of the Building/s at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Vendor.

The Allottee is fully aware of the fact that the Vendor intends to apply to the concerned authorities for sanction of additional floors to the presently

sanctioned Building and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same:

The Allottee also agrees and consents to the fact that in case at any time further additional constructions are sanctioned by the concerned authorities, then the Vendor shall be entitled to construct and deal with the same, to which the Allottee hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.

- xix) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xx) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxi) The expression **ALLOTTEE** shall be deemed to mean and include:
 - (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
 - (b) In case the Allottee be a Hindu Undivided Family, then its members / coparceners for the time being their respective heirs legal representatives executors and administrators;
 - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
 - (d) In case the Allottee be a company, then its successors or successors-in-office;

Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
 - (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
 - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Vendor and/or the Association, as the case may be;
 - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
 - (d) in case of **Residential Flats / Apartments**, to use their respective Flats / Apartments only for private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Vendor first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Vendor nor shall in any way restrict the right of the Vendor to use or permit to be used any unit belonging to the Vendor for non-residential purposes;
 - (e) in case of **Commercial / Retail Spaces/ Semi-Commercial Spaces / Offices / Showrooms**, to use the said Unit only for lawful commercial purposes and in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Vendor first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Vendor nor shall in any way restrict the right of the Vendor to use or permit to be used any unit belonging to the Vendor for non-residential purposes;
 - (f) notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that in case the said Unit be a Commercial Space, then the Allottee / transferee of such commercial space shall have the rights of easements and of ingress and egress of such Allottee / transferee of such Commercial Space over all portions of the Building and the Premises as may be reasonable necessary for beneficial use and enjoyment such Commercial Space and properties benefits and rights appurtenant thereto (including installation of VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof and separate exclusive Generator at a portion of the said Premises and the rights of easements and of ingress and egress and also for repairs, replacements etc. thereof, if and as permitted by the

Vendor) **And** further the Allottee / transferee of such Commercial Space shall be entitled to common facilities of generator, water supply system with accessories and installations, drainage system, fire system, supply of electricity etc., as the Vendor may decide in its absolute discretion

- (g) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
- (h) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
- (k) not to claim any right title or interest whatsoever or howsoever over any unit or portion in the said Premises save their respective units.
- (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Vendor and decent nameplates outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Apartment / Unit.
- (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (n) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior thereof otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (q) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Apartment / Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of

the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- (r) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Apartments / Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their respective Apartments / Units to any other owner of Apartment / Unit in the Building and none else.
- (s) In case any Open Terrace be attached to any Apartment / Unit, then the same shall be a property / right (as applicable) appurtenant to such Apartment / Unit and the right of use and enjoyment thereof shall always travel with such Apartment / Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
 - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Apartment / Unit owned by such Allottee in the said Project);
 - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas*, etc.;
 - iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.

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

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

cover such parking space by erecting walls / barricades etc. of any nature whatsoever;

- (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;
- (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Vendor and/or the Association with regard to the user and maintenance of the parking spaces in the said Project and the said Premises.
- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Vendor with regard thereto.
- (vii) In case any parking be a stack parking (i.e. having access through another parking space or another parking space/dependent having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required).
- (u) In the event any Allottee has been allotted any store room, whether jointly with the Apartment / Unit or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Allottee shall use such store room only for the purpose of storage and for no other purpose whatsoever;
 - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room or allow or permit any one to use such store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such store room, independent of his Apartment / Unit;
 - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Vendor and/or the Association with regard to the user and maintenance of the store room.
 - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room and shall indemnify and keep saved harmless and indemnified the Vendor and the Association with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their respective units.

- (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (x) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (y) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (z) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said Premises including those under the West Bengal Fire Service Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder and shall indemnify and keep the Vendor saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part.
- (aa) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Municipal Authority, Midnapore Kharagpur Development Authority, WBSEDCL, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Vendor in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendor and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.
- (bb) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- (cc) not to fix or install air conditioners in their respective Apartments / Units save and except at places where provision has been made by the Vendor installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be

liable to pay to the Vendor penalty charges of a sum equivalent to Rs.400 per sq. ft., of the Carpet Area of such Allottee's Apartment / Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Apartments / Units approved by the Vendor and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Apartments / Units.

- (dd) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Apartment / Unit which in the opinion of the Vendor or the Association differs from the colour scheme of the Building or deviation of which in the opinion of the Vendor or the Association may affect the elevation in respect of the exterior walls of the Building and if so done by any Allottee, such Allottee shall be liable to pay to the Vendor, liquidated damages assessed @Rs.400 per sq. ft. of the Carpet Area of such Allottee's Apartment / Unit. Such Allottee shall also be liable to reimburse to the Vendor and/or the Association, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Apartment / Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (ee) not to make in the said Apartment / Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable for costs and consequences thereof, under civil criminal municipal and other laws, and shall indemnify the Vendor for all losses damages costs claims expenses dues charges demands actions consequences and proceedings suffered or incurred by the Vendor or any of them.
- (ff) to bear and pay and discharge exclusively the following expenses and outgoings, with effect from the Deemed Date of Possession / Date of Commencement of Liability (as defined in the Sale Agreement):-
 - i) Municipal rates and taxes (and also the commercial surcharge in case the said Unit be a Commercial Space) and water tax, if any, assessed on or in respect of their respective units directly to Municipal / Concerned Authority Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the authority proportionate share of all such rates and taxes assessed on the Premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the Vendor and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole.
 - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained

by the Allottees for their respective units, the Vendor and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to WBSEDCL.

- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Apartment / Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Vendor or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the Fourth Schedule) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs._____ per square foot per month of the Maintenance Chargeable/ Super Built-up Area of their respective units, with the Maintenance Chargeable / Super Built-up Area of the said Apartment / Unit being _____ Square Feet. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEDCL , from its consumers for the delay payment of its bills).

(gg) to observe such other covenants as be deemed reasonable by the Vendor and/or the Association from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Apartment / Unit or in the letterbox earmarked for the said Apartment / Unit.
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is

able to use all or any of the Common Areas and Installations and any non-user or non-requirement thereof shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity to the said Apartment / Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Apartment / Unit;
 - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Apartment / Unit.
 - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.

5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Vendor or the Maintenance In-charge or the Vendor responsible for the same in any manner whatsoever.

