
DRAFT COPY OF SALE DEED (CONVEYANCE)
OF PROJECT "MAYFAIR ROYAL"
RESIDENTIAL SEGMENT

Sandeep G Real Estate Ltd.
Director

CONVEYANCE DEED

THIS CONVEYANCE DEED ("Deed") is made and executed at Siliguri on this
_____ day of _____ Two Thousand and Twenty Six.

DESCRIPTION OF FLAT / UNIT HEREBY SOLD

Sandeep's Real Estate Ltd.
Director

CONSIDERATION Rs. ___/-(Rupees _____ only)

NAME OF THE PROJECT "Mayfair Royal"

AREA OF FLAT ___ Sq.ft. carpet area and ___ Sq.Ft. total balcony area (___ Sq.ft. super built up area)

FLAT / UNIT NO. " ___ "

BLOCK WING "2" also named as "RESIDENTIAL WING"

FLOOR _____

R.S. PLOT NO. 1914, 1915, 1916, 1916, 1917, 1918, 1919, 1920, 1921, 1929, 1930, 1933

L.R.PLOT.NO. 2926, 2929, 2930, 2933, 2939, 2940, 2941, 2961, 2962, 2965

R.S. KHATIAN NO. 222, 217, 219

L.R. KHATIAN NO. 6460, 9719, 82, 24709, 24705, 17682, 24701

J.L.NO. 130

MOUZA Sahar Coochbehar

P.S. Kotwali

DISTRICT Coochbehar

By and Between

- 1) **SRI BHUSHAN SINGH (PAN: ALAPS7968L)(Aadhar No. 822351945450)**, Son of Late Ramji Singh, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Shibendra Narayan Road, Gowala Pattty, Ward No. 4, Coochbehar - I, P.O. & P.S. & District Coochbehar, West Bengal -736101.
- 2) **SRI AMAR SINGH(PAN: AKRPS9186f)(Aadhar No. 939940221385)**, Son of Late Ramji Singh, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Shibendra Narayan Road, Gowala Pattty, Singh Bhilla, Coochbehar - I, P.O. & P.S. & District Coochbehar, West Bengal - 736101.
- 3) **SMT SADHANA SINGH(PAN: AMHPS9020P)(Aadhar No. 848396127218)**, Wife of Sri Bhushan Singh, Hindu by Religion, Indian by Nationality, Housewife by Occupation, resident of Shibendra Narayan Road, Gowala Pattty, Singh Bhilla, Coochbehar - I, P.O. & P.S. & District Coochbehar, West Bengal - 736101.

All 3 (three) above represented by **SRI SANDEEP GOYAL** (Aadhar no. 681921713117) (PAN - ADCPG1754E), S/O Sri Shree Bhagwan Goyal aged about 44 years Indian by nationality, Hindu by religion, business by occupation, Address: Ananda Bhawan, Seth Srilal Market, P.O. and P.S. Siliguri, District Darjeeling, West Bengal, PIN - 734001, presently residing at Flat No. 4 11/R, Block 4, Lumina Apartment, Uttorayan, Matigara, Siliguri, District Darjeeling, West Bengal, PIN - 734010, who is the true and **LAWFUL ATTORNEY**, in fact and at law, for and on behalf of us, by virtue of General Power of Attorney executed by THE ABOVE SAID Land Owners in favour of Sri Sandeep Goyal registered in the office of the District Sub Registrar, Coochbehar, Dist - Coochbehar, duly registered in Book - 1, Volume Number 0801 2022, page from 162332 to 162357 dated 21.12.2022 ----- Nos. 1,2 and 3 hereinafter collectively referred to as the **LAND OWNER/S and/or OWNERS/S/FIRST PART** (which term includes their respective heirs, executors, administrators, legal representatives, successors and permitted assigns).

AND

"SANDEEP G REALESTATE LIMITED", (formerly known as Pure Enclave Pvt. Ltd.), having LTAX P.A No. AADCP6109K, a public limited company incorporated under the Companies Act, 1956 having registered office/corporate office at G-0214, City Centre Office Block, Uttorayan, Matigara, P.O. & P.S. Matigara, District Darjeeling, PIN - 734010, West Bengal and Corporate Identity No. U70101WB2004PTC099823, represented in these presents by one of its Director, Sri Sandeep Goyal, (Aadhar Card No. 6819 2171 3117, LTAX P.A. No. ADCPG1754E), son of Sri Bhagwan Goyal, resident of Ananda Bhawan, Seth Srilal Market, Siliguri, P.O. & P.S. Siliguri, District Darjeeling, PIN - 734001, presently residing at Lumina Apartments, Flat No. 11A, Block 4, Uttorayan, Matigara, P.O. & P.S. Matigara, District Darjeeling, PIN - 734010, - hereinafter referred to as the **PROMOTER/DEVELOPER/SECOND PART** (which term includes its successors in office, executors, administrators, representatives and permitted assigns).

Sandeep G Real Estate Ltd.
Director

SankalpG Registrars Ltd.
Director

AND

[If the Allottee is a company]

_____ (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____ (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees)

----(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the "THIRD PART / ALLOTTEE / PURCHASER"

The Promoter, the Land Owner and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

SantdeepG Real Estate Ltd.
Director

INTERPRETATIONS/DEFINITIONS:

In this Deed, the following expressions, unless repugnant to the context thereof shall have the meaning assigned thereto-

1. "ACT" means Real Estate (Regulation & Development) Act, 2016
2. "ALLOTTEE(S)" means and includes:
 - i) If the Allottee(s) is a Hindu Undivided Family, then its karta and each of the member constituting HUF, their Heirs, executors, successors, administrators and permitted assignees;
 - ii) If the Allottee(s) is an individual then his/her legal successor(s), executor(s), administrator(s), legal representative(s), and permitted assignee(s);
 - iii) In case the Allottee(s) is a limited company, then its legal successor(s), representative(s) and permitted assignee(s); and
 - iv) In case the Allottee(s) is a Partnership Firm, then its partners for the time being, their respective legal successor(s), executor(s), administrator(s), legal representative(s) and permitted assignee(s) including those of the respective partners.
 - v) An allottee (s) shall mean and include the purchaser of a unit of both the residential and commercial segments.
3. "APARTMENT"/"UNIT" shall mean a space in the Said Project intended and/or capable of being independently and exclusively occupied, having an entry and exit and includes a flat and all such units or spaces intended to be used for any residential or commercial use such as office, shop, convenient shopping in any part of the Said Project (Schedule A).
4. "APPLICABLE LAWS" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of West and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in West Bengal, as may be in force and effect during the subsistence of this Agreement and applicable to the development/construction / sale of the Said Project.
5. "ARCHITECT" shall mean Green Architecture Consulting Engineers Pvt ltd, City Centre, Office Block, Uttorayon, Matigara, Siliguri and/or such other person(s) and/or firm(s) and/or company(s) whom the Promoter may appoint from time to time as the architect for the Said Project.
6. "AUTHORITY" shall mean the West Bengal Real Estate Regulatory Authority at Kolkata.
7. "BUILDING PLANS" shall mean the plans and designs of buildings constructed or to be constructed on the Scheduled Land which have been duly approved by the Competent Authority, including any variations therein which may subsequently be made by the Promoter and/or Architect(s) in accordance with Applicable Laws.

8. "BLOCK 1" and/or "WING 1" shall mean the "COMMERCIAL SEGMENT" part to be developed in the 2nd phase of the said project "MAYFAIR ROYAL"
9. "BLOCK 2" and/or "WING 2" shall mean the "RESIDENTIAL SEGMENT" being developed in the 1st phase of the said project "MAYFAIR ROYAL"
10. "CARPET AREA" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment. Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
11. "COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR RESIDENTIAL WING" shall mean those common areas, amenities and facilities which are reserved for apartments in Residential Segment in the Said Project and as detailed in Part I of Schedule D
12. "COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR COMMERCIAL WING" shall mean those common areas, amenities and facilities which are reserved for apartments/shops/offices/units in the Commercial Segment in the Said Project and as detailed in Part II of Schedule D
13. "COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR BOTH THE RESIDENTIAL & COMMERCIAL WING" shall mean those common areas, amenities and facilities which are common for both the Residential & Commercial Segments in the Said Project and as detailed in Part III of Schedule D
14. "DELAY PAYMENT CHARGES" means the charges plus applicable taxes payable by the Allottee(s) to the Promoter for delay in payment of any due amount, installment, charges etc. agreed to be paid under this Agreement, at the rate of State Bank of India highest marginal cost of lending Rate plus 2 (two) percent or such other rate as may be applicable from time to time as per the Act and Rules made thereunder.
15. "EARNEST MONEY"/"APPLICATION AMOUNT"/"BOOKING AMOUNT" shall mean 10% of the Total Price of the Unit.
16. "INTEREST RATE" means the State Bank of India's highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
17. "REGULATION" means regulations made under the Act.
18. "RULES" mean the West Bengal Real Estate (Regulation and Development) Rules, 2021.

SandeepG Real Estate Ltd.
Director

19. "SAID PROJECT" shall mean and include both the phases (Phase 1 & 2) / (Wing 1 & Wing 2), the Residential Segment & the Commercial Segment to be developed on the scheduled land.
20. "SCHEDULE" means the Schedule attached to this Agreement.
21. "SCHEDULE LAND" shall mean land admeasuring 4435.35 sqm, being part and parcel of the Entire Land on which the said project "MAYFAIR ROYAL" is being developed, more fully described in Part II of Schedule A
22. "SECTION" means the section of the Act.
23. "SUPER BUILTUP AREA" shall mean the carpet area along with the common proportionate area of staircases, lifts, lobby, landings, passages, including thickness of the internal and external walls and columns, balconies and 20% lump sum super built-up area for other common areas.
24. "OWNERS ASSOCIATION" shall mean "an association to be formed by the owners of the units/Apartments in the Said Project as per Clause (e) of Sub- Section (4) of Section 11 of the Act.
25. "HE OR HIS" shall also mean either she or her in case the Allottee(s) / Purchaser(s) is a female or it or its in case the Allottee(s) / Purchaser(s) is a partnership firm or a limited company.
26. The words and expressions used herein but not defined in this Deed and defined in the Act or in the West Bengal Urban Development Act or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS One Sri Ramji Singh, Son of Sri Tipan Singh, was the absolute recorded owner of vas area of landed properties, recorded in R.S. Khatian Nos. 217, 219 & 222, appertaining to part of R.S. Plot Nos. 1897, 1921, 1924, 1914, 1915, 1916, 1917, 1918, 1919, 1920 & Others, situated within Mouza Sahar Coochbehar, J.L. No. 130, Within the jurisdiction of P.S. Kotwali, District Coochbehar, and the record was published on the year of 1958 during the Revisional Settlement Survey held by the Government of West Bengal.

A N D

That being owner in such possession said Ramji Singh, Son of Late Tipan Singh, died intestate leaving behind him, his wife namely (1) Smt. Tara Singh, and four sons namely (2) Sri Sadan Singh, (3) Sri Madan Singh, (4) Sri Bhushan Singh, (5) Sri Amar Singh, as his only Legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly by virtue of inheritance the above named legal heirs became the joint owners of aforesaid landed properties, each having 1/5th share of the said property.

A N D

That being the owner in such possession said Smt. Tara Singh died intestate leaving behind her four sons namely (1) Sri Sadan Singh, (2) Sri Madan Singh, (3) Sri Bhushan Singh, (4) Sri Amar Singh, as her only Legal heirs and successors as per the provisions of the Hindu Succession Act, 1956. Accordingly, by virtue of inheritance, the above-named legal heirs became the joint owners of the aforesaid landed properties, each having 1/4th share of the said property.

A N D

That being the owner in such possession said Sadan Singh, also died in unmarried condition intestate leaving behind him, his three brothers namely (1) Sri Madan Singh, (2) Sri Bhushan Singh, (3) Sri Amar Singh, as her only Legal heirs and successors as per the provisions of the

130, Within the jurisdiction of P.S. Kotwali, District Coochbehar, and the record was published on the year of 1958 during the Revisional Settlement Survey held by the Government of West Bengal, since then in his actual and physical possession, having permanent, heritable and transferable right, title and interest therein.

That being the owner in such possession, said Jogyaram Tiwari, died intestate leaving behind him his three sons, namely (1) Sri Purnendu Naryan Tiwari, (2) Sri Anugrah Tiwari, (3) Sri Kaustav Narayan Tiwari, all are sons of Late Jogyaram Tiwari, as his only Legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly, by virtue of inheritance, the above-named legal heirs became the joint owners of the aforesaid landed properties, each having a 1/3rd share of the said property.

A N D

That being owner in such possession said (1) Sri Purnendu Naryan Tiwari, (2) Sri Anugrah Tiwari, (3) Sri Kaustav Narayan Tiwari, all are sons of Late Jogyaram Tiwari @ Jagyabal Tiwari, transferred their Land measuring 3 Katha 5 Dhur out of their total landed property, recorded in R.S. Khatian No. 221, corresponding to L.R. Khatian No. 7410, appertaining to part of R.S. Plot Nos. 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, corresponding to L.R. Plot Nos. 2959 (Area measuring 0.002 Acre), 2960 (Area measuring 0.0046 Acre), 2961 (Area measuring 0.01 Acre), 2962 (Area measuring 0.007 Acre), 2963 (Area measuring 0.005 Acre), 2964 (Area measuring 0.011 Acre), 2965 (Area measuring 0.009 Acre) & 2966 (Area measuring 0.005 Acre), Situated within Mouza Sahar Coochbehar, J.L. No. 130, Under Ward No. 4 of Coochbehar Municipality, Within the jurisdiction of P.S. Kotwali, District Coochbehar, to and in favour of namely Sri Bhushan Singh, Son of Late Ramji Singh, by virtue of registered Deed of Gift being No. I 523 for the year of 2021 recorded in Book No. I Volume No. 001 Pages from 8223 to 8241 and same was registered at the office of District Sub-Registrar, Coochbehar.

A N D

That being owner in such possession said (1) Sri Purnendu Naryan Tiwari, (2) Sri Anugrah Tiwari, (3) Sri Kaustav Narayan Tiwari, all are sons of Late Jogyaram Tiwari @ Jagyabal Tiwari, transferred their Land measuring 3 Katha 5 Dhur out of their total landed property, recorded in R.S. Khatian No. 221, corresponding to L.R. Khatian No. 7410, appertaining to part of R.S. Plot Nos. 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, corresponding to L.R. Plot Nos. 2959 (Area measuring 0.002 Acre), 2960 (Area measuring 0.0046 Acre), 2961 (Area measuring 0.01 Acre), 2962 (Area measuring 0.007 Acre), 2963 (Area measuring 0.005 Acre), 2964 (Area measuring 0.011 Acre), 2965 (Area measuring 0.009 Acre) & 2966 (Area measuring 0.005 Acre), Situated within Mouza Sahar Coochbehar, J.L. No. 130, Under Ward No. 4 of Coochbehar Municipality, Within the jurisdiction of P.S. Kotwali, District Coochbehar, to and in favour of Sri Amar Singh, Son of Late Ramji Singh, by virtue of registered Deed of Gift being No. I-520 for the year of 2021 recorded in Book No. I Volume No. 801 Pages from 8282 to 8301 and same was registered at the office of District Sub-Registrar, Coochbehar.

A N D

That being owner in such possession said (1) Sri Purnendu Naryan Tiwari, (2) Sri Anugrah Tiwari, (3) Sri Kaustav Narayan Tiwari, all are sons of Late Jogyaram Tiwari @ Jagyabal Tiwari, transferred their Land measuring 3 Katha 5 Dhur out of their total landed property, recorded in R.S. Khatian No. 221, corresponding to L.R. Khatian No. 7410, appertaining to part of R.S. Plot Nos. 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, corresponding to L.R. Plot Nos. 2959 (Area measuring 0.002 Acre), 2960 (Area measuring 0.0046 Acre), 2961 (Area measuring 0.01 Acre), 2962 (Area measuring 0.007 Acre), 2963 (Area measuring 0.005 Acre), 2964 (Area measuring 0.011 Acre), 2965 (Area measuring 0.009 Acre) & 2966 (Area measuring 0.005 Acre), Situated within Mouza Sahar Coochbehar, J.L. No. 130, Under Ward No. 4 of Coochbehar Municipality, Within the jurisdiction of P.S. Kotwali, District Coochbehar, to and in favour of Smt.

Sadhana Singh, Wife of Sri Bhushan Singh, by virtue of the registered Deed of Gift being No. I-518 for the year of 2021 recorded in Book No. I Volume No. 801 Pages from 7881 to 7900, and the same was registered at the office of District Sub-Registrar, Coochbehar.

A N D

That being owner in such possession said (1) Sri Bhushan Singh, Son of Late Ramji Singh, (2) Sri Amar Singh, Son of Late Ramji Singh, (3) Smt. Sadhana Singh, Wife of Sri Bhushan Singh, had mutated their names at the office of the B.L. & L.R.O. Pundibari, Coochbehar-II in respect of their respective share of the aforesaid landed properties and therefore seven separate khatian had been issued in their favour vide L.R. Khatian Nos. 6460, 9719, 82, 24709, 24705, 17682, 24701, and since then in their khas actual and physical possession, having permanent, heritable and transferable right, title and interest therein.

A N D

That henceforth, (1) Sri Bhushan Singh, Son of Late Ramji Singh, became the absolute owner of Land measuring 47.7 Decimals out of which Land measuring 19.965 Decimals under R.S. Plot Nos. 1916, 1917 & 1920 acquired by virtue of the Deed of Partition being No. I-4693 for the year of 1992, Land measuring 15.345 Decimals under R.S. Plot Nos. 1916, 1917, 1920, 1897 & 1921 acquired by virtue of the Deed of Gift being No. I-1842 for the year of 2005, Land measuring 2.60 Decimals under R.S. Plot Nos. 1929, 1930 & 1933 by virtue of the Deed of Gift being No. I-523 for the year of 2021 & Land measuring 9.8 Decimals under R.S. Plot Nos. 1914, 1915, 1910, 1919 by virtue of inheritance from his deceased father, namely Ramji Singh, (2) Sri Amar Singh, Son of Late Ramji Singh, became the absolute owner of Land measuring 47.8 Decimals, out of which Land measuring 19.965 Decimals under R.S. Plot Nos. 1916, 1917 & 1920 acquired by virtue of the Deed of Partition being No. I-4693 for the year of 1992, Land measuring 15.345 Decimals under R.S. Plot Nos. 1916, 1917, 1920, 1897 & 1921 acquired by virtue of the Deed of Gift being No. I-1842 for the year of 2005, Land measuring 2.60 Decimals under R.S. Plot Nos. 1929, 1930 & 1933 by virtue of the Deed of Gift being No. I-523 for the year of 2021 & Land measuring 9.8 Decimals under R.S. Plot Nos. 1914, 1915, 1918, 1919 by virtue of inheritance from his deceased father, namely Ramji Singh, (3) Smt. Sadhana Singh, Wife of Sri Bhushan Singh, became the absolute owner of Land measuring 14.03 Decimals which she had acquired by virtue of the Deed of Sale being No. I-850 for the year of 1990, Deed of Sale being No. I-390 for the year of 1997 & Deed of Gift being No. I-518 for the year of 2021, and in such manner the present land owners thus became the absolute owners of Land measuring 47.7 Decimals + 47.8 Decimals + 14.03 Decimals respectively = 109.53 Decimals under R.S. Plot Nos. 1897, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1929, 1930 & 1933, corresponding to L.R. Plot Nos. 2926, 2929, 2930, 2933, 2939, 2940, 2941, 2961, 2962 & 2965 by way of the above-mentioned transfer & inheritance as fully described in the below Schedule - "A" having permanent heritable and transferable right title and interest thereon free from all encumbrances and charges whatsoever.

Therefore, the Owners are thus absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the land, more fully and particularly described in the Schedule "A" below and hereinafter referred to as "the Schedule Land".

AND WHEREAS the Owner/Land Owners and the Promoter have entered into a development agreement dated 28.02.2022, registered at the office of the District Sub Registrar, Coochbehar, bearing document number 080103633/22 registered in Book - 1 Volume Number 0801-2022 page from 64726 to 64790 to commercially exploit the same as per the terms and conditions mentioned therein.

SanjeevG Regalestaia Ltd.
Director

Sandeep Goyal
Director

AND WHEREAS the Owners/Land Owners and the Promoter have entered into a further agreement/indenture/addendum to the development agreement dated 28.02.2022, executed on 23.12.2025, registered in the office of the District Sub Registrar(D.S.R), Coochbehar, Dist – Coochbehar, duly registered in Book - 1, Volume Number 0801 - 2025, page from 151283 to 151318, being document no. 080109703/2025 dated 23.12.2025 wherein the Land Owners and the Promoter, among other matters as mentioned therein, granted a further time period of four years to the developer, and had also mutually identified, demarcated, agreed and accepted their respective allocations i.e the Owners Allocation and the Developers Allocation as mentioned therein, which is final and binding on both the parties and which, they shall never dispute the same.

AND WHEREAS the said Owners/Land Owners executed a General Power of Attorney in favour of Sri Sandeep Goyal, (PAN No. ADCPG1754E), (a director in the company of the Promoter), Son of Shree Bhagwan Goyal, Hindu by religion, Indian by Nationality, Business by occupation, addressed at Ananda Bhawan, Seth Srilal Market P.O. Siliguri, P.S. Siliguri, District- Darjeeling, West Bengal, Pin- 734001, presently residing at Lumina Apartments, Flat No. 11A, Block 4, Uttorayon, P.O. Matigara, P.S. Matigara, District- Darjeeling, Siliguri, West Bengal, Pin- 734010, registered in the office of the District Sub Registrar(D.S.R), Coochbehar, Dist – Coochbehar, duly registered in Book - 1, Volume Number 0801 - 2022, page from 162332 to 162357, being document no. 080110573/2022 dated 21.12.2022 to deal and dispose of the share of the Developers' Allocation and also other necessary powers as required to commercially exploit the Schedule Land as mentioned in the said Power of Attorney.

- A. The Said Schedule Land comprises of the Said Project named and titled as "MAYFAIR ROYAL" and was earmarked for the purpose of building a Residential AND Commercial Project, comprising 2(two) multistoried buildings, the "Residential Wing" i.e. Wing 2 and/or Block 2 of the said project, shall be Phase 1, and the "Commercial Wing" i.e. Wing 1 and/or Block 1 shall be Phase 2. The Said Project shall be made phase-wise. THE COMMERCIAL WING shall be the 2nd phase of the Said Project. The current development of the Said Project (Phase 1) indicates the "RESIDENTIAL WING".
- B. The said Residential Wing, along with Utilities, comprises of exclusive Residential Units. The Residential Wing consist of 35 flats/units, 20 (twenty) domestic store rooms out of which 14(fourteen) nos. is situated on the Ground Floor and 6 (six) nos. spread across the remaining 6 (six) floors of the Residential Wing/Segment along with car parking spaces/areas situated on the ground floor and in the basement level in a single Building (WING 2) also known as "RESIDENTIAL WING" and Phase 1, within the said Complex save and except 10 (ten) nos. car parking space (bearing numbers 27-36) on the ground floor of the Residential Wing and 16(sixteen) nos. open to sky car parking space (bearing numbers 60-75 corresponding to open to sky car parking space) exclusively reserved for the Commercial Wing to be developed in the 2nd Phase of the said project.
- C. The Land owners are fully competent to enter into this Deed, and all the legal formalities with respect to the right,title and interest of the Land owners and the development agreement with the Promoter regarding the said land on which the

Director
Sandeep G Realstate Ltd.

Project is to be constructed have been completed;

- D. However, for convenience and ease of construction, sales and marketing, the Said Project has been divided and proposed to be developed into **two (2) phases, first phase being the Residential Wing (Wing 2) and the second phase being the Commercial Wing (Wing 1)** with the clear intent to integrate the common areas reserved for both the phases of Residential Wing/Segment and the Commercial Wing/Segment, however, only the 1st phase including Common Areas, Amenities, and Facilities exclusively reserved for the Residential Wing/Segment of the Said Project as mentioned in Part I of Schedule D shall be developed on the 1st phase and Common Areas, Amenities, and Facilities Reserved for Commercial Wing to be developed in the 2nd phase as mentioned in Part II of Schedule D shall be developed on the 2nd phase. It is also hereby further clarified that the Common Areas and Facilities reserved for both the Residential & Commercial Wing/Segment as mentioned in Part III of Schedule D shall be developed in the 2nd phase and shall be integrated and available into one upon only on completion of both the said phases;
- E. The Promoter has further represented that it has conceived, identified and planned various common areas, amenities and facilities which will form part of the Said Project and are divided into 3 categories, namely:
 - i. Common Areas, Amenities and Facilities reserved for the Residential Segment as detailed in **Part I of Schedule D**, which will be used and enjoyed by the residents of the Residential Segment only; and
 - ii. Common Areas, Amenities and Facilities reserved for the Commercial Segment as listed in **Part II of Schedule D**, which will be used and enjoyed by the users of the Commercial Segment only.
 - iii. Common Areas, Amenities, and Facilities for the Said Project as detailed in **Part III of Schedule D**, which will be shared jointly by the allottees of the Residential & Commercial Segment.
- F. The Promoter further represents and the Allottee(s)/Purchaser(s) is aware that the Common Areas, Amenities and Facilities reserved for Residential Segment and as detailed in **Part I of Schedule D** are reserved for the allottees/purchasers/occupants/residents of Residential Segment only to the complete exclusion of the allottees/ purchasers /occupants of the Commercial Segment and the Common Areas, Amenities and Facilities Reserved for Commercial Segment as detailed in **Part II of Schedule D** are reserved for allottees/purchasers/occupants of the Commercial Segment to the complete exclusion of the allottees/ purchasers /occupants/residents of Residential Segment.
- G. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s)/Purchaser(s) that the allottees/purchasers of the Residential & Commercial Segment of the Said Project shall have equal right in the Common Areas, Amenities and Facilities of the Said Project as detailed in **Part III of Schedule D**. Accordingly, upon occupation of the Said Project, Common Areas, Amenities and Facilities of the Said Project as mentioned in **Part III of Schedule**

D shall be for both the Commercial & Residential Segment in the Said Project and all the allottees/ purchasers of the Residential Segment and Commercial Segment in the Said Project shall be free to use and exploit the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part III of Schedule D which are in common.

- H. The Promoter has obtained the final layout plan approvals for the Project from Coochbehar Municipality vide building permit number: SWS-OBPAS/0401/2024/0280/EXT/1 Dated 17.12.2024, from The Chairman, Coochbehar Municipality, for a Basement plus Ground (elevated), plus 1st to 5th floor (B+G+5) in Wing 1 (COMMERCIAL WING) and Basement plus Ground plus 1st to 6th floor (B+G+6) in Wing 2 (RESIDENTIAL WING)
- I. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at ___no. ___ on ___ under registration
- J. The Allottee(s)/Purchaser(s) being desirous of acquiring a unit in the Said Project approached the Promoter. At the request of the Allottee(s)/Purchaser(s), the Promoter allowed the Allottee(s)/Purchaser(s) to inspect all ownership records of the Schedule Land and the Said Project, various approvals granted by competent authority(ies) in favour of the Land Owners, layout plan and building plans and all other documents relating to the rights and title of the Promoter & Land Owners, including to construct, market, sell and convey the units in the Said Project. The Allottee(s)/Purchaser(s) have fully satisfied himself/herself in all respects, with regard to the right, title, competency and interest of the Promoter & Land Owners in the Schedule Land/Said Project and have completed his/her due diligence to his/her entire satisfaction.
- K. The Allottee(s)/Purchaser(s) acknowledge that the Promoter has readily provided complete information and clarification as required by the Allottee(s)/Purchaser(s), however the Allottee(s)/Purchaser(s) have ultimately relied upon their own independent investigations and judgment in this regard. The Allottee's/Purchaser's decision to purchase a unit in the Said Project is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Promoter or otherwise including but not limited to, any representations relating to the Schedule Land, or the units or the specifications therein or any other physical characteristics thereof, the estimated facilities/amenities to be made available by the Promoter or any purported services to be provided by the Promoter. No oral or written representations or statements shall be considered to be part of this Deed, and this Deed is self-contained and complete in itself in all respects.
- L. Thereafter, Allottee(s)/Purchaser(s) after fully satisfying himself/herself with respect to the right, title and interest of the Land Owners in the Schedule Land, the approvals and sanctions for the Said Project in favour of the Promoter as well as the designs, specifications and suitability of the construction and applied for allotment of unit in MAYFAIR ROYAL, the Said Project. Consequently, vide an Agreement to Sale dated [•] bearing registration no. [•], in Book no. I, Volume no. [•], on pages [•] to [•], duly registered in the office of Sub-Registrar- [•] on

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[•] ("Agreement"), the Allottee(s) / Purchaser(s) has been allotted the Unit as more particularly described in Schedule B as permissible under the Applicable Law (hereinafter referred to as the "Unit" and the floor plan of the Unit is annexed hereto and marked as Schedule B) and the proportionate, undivided, impartible share in the Common Areas, Amenities and Facilities reserved for the Residential Segment of the Said Project (Part I Schedule D) and the Common Areas, Amenities and Facilities of both the Residential & Commercial Segment (Part III Schedule D) (except Common Areas, Amenities, and Facilities Reserved Commercial Segment [Part II Schedule D]) in the Said Project together with right to use and access all the rights, liberties, privileges, easements and benefits appurtenant to the said Unit or any part thereof and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained herein and the terms, conditions, stipulations and restrictions contained herein.

- M. The Promoter, based on the approvals and compliance of Applicable Laws, has completed the Said Project and the part occupation certificate in this regard has been granted by the competent authority vide memo no. [•] dated [•]. The Allottee(s) / Purchaser(s) hereby acknowledges and agrees that the final Carpet Area and balcony of the Unit is as mentioned in Schedule A and that the Allottee(s)/Purchaser(s) is fully satisfied about the Carpet Area, the balcony area, exclusive terrace area (if applicable), servant quarter/store room (if applicable) and the right to park 1(one) car in the parking area as earmarked in the said project and the construction of the Unit and the Allottee(s)/Purchaser(s) having fully satisfied in regards to the above agrees not to raise any objection hereafter. As regards to the super built up area mentioned herein of the said unit/s and calculation thereof, the Promoter and the Allottee(s) has mutually agreed to the same and the Allottee(s) hereby undertakes that he/she/it shall never ever dispute the same.
- N. The Allottee(s)/Purchaser(s) have inspected the Unit and, only after being satisfied with the construction and specifications and other features of the unit, as well as the amenities and facilities and the common areas of the said project as portrayed and promised by the Promoter has agreed to take possession and conveyance of the Unit in their favour.
- O. The Parties hereto are now desirous to enter into this Deed for the transfer of the Unit in favour of Allottee(s)/Purchaser(s) in accordance with the terms and conditions mentioned herein.
- P. The Land Owners and the Promoter are executing this Deed in favour of the Allottee(s)/Purchaser(s) for absolute sale, transfer, conveyance, grant and delivery of the Unit for which the Allottee(s) Purchaser(s) have full knowledge of all Applicable Laws.

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON THE FOLLOWING TERMS AND CONDITIONS, NAMELY: TERMS:

1. CONVEYANCE

- 1.1 That in pursuance of the Agreement and in consideration of a sum as mentioned in Schedule C (hereinafter referred to as "Total Price of Unit") paid by the Allottee(s) / Purchaser(s) to the Promoter, the receipt whereof the Promoter do hereby admits and acknowledges, subject to clearance of all cheques/demand drafts/pay orders issued by the purchaser or its bankers to the Promoter or by disbursements through RTGS/NEFT or by any other mode of online transfer by the bankers of the purchaser/s in case of home loan/loan if availed by the purchaser, pursuant to which the Promoter and the Land owners do hereby grant, sell, transfer, assign, assure and convey unto the Allottee(s)/Purchaser(s) by way of conveyance, all its rights, titles and interests, benefits and advantages in the said Unit in the Said Project and along with the proportionate, undivided, impartible share in the Common Areas, Amenities and Facilities of the Residential Segment of the Said Project (Part I Schedule D) and the Common Areas, Amenities and Facilities in common, for both the Residential & Commercial Segment (Part III Schedule D) (except Common Areas, Amenities, and Facilities Reserved for Commercial Segment [Part II Schedule D] as permissible under the Applicable Law in the Said Project together with right to use and access all the ways, paths, passages, rights, liberties, privileges, easements and benefits appurtenant to the said Unit or any part thereof and to hold and use the same subject to the exceptions, reservations, conditions and covenants contained herein and the terms, conditions, stipulations and restrictions contained herein, free from all Encumbrances.
- 1.2 That the Land owner and the Promoter are full-fledged and lawful owners of the Unit and are fully competent and entitled to execute and get registered this Deed in favour of the Allottee(s)/Purchaser(s). The Land Owners and the Promoter assures the Allottee(s)/Purchaser(s) that the title of the Land Owners and the Promoter in the Unit is free from all types of encumbrances, acquisitions proceedings, charges, taxes, liens, restraint orders, attachment etc. and the Land Owners and the Promoter hold impeccable and marketable title and power to convey, transfer, alienate and sell the same and there is no legal impediment or restraint of any nature whatsoever for the sale and transfer of the Unit to the Allottee(s)/Purchaser(s). Accordingly, this Deed is being executed by the Land Owners and the Promoter to transfer and convey absolute title in respect of the Unit in favour of the Allottee(s)/Purchaser(s). And now it shall be lawful for the Allottee(s)/Purchaser(s) for all times hereafter to enter upon the Unit and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Promoter, subject to the terms and conditions of this Deed along with the terms of the Agreement.
- 1.3 The Land Owners and the Promoter agrees and acknowledges that after registration of this Deed, the Allottee(s) / Purchaser(s) shall have the right to the Unit as mentioned below:
- (i) The Allottee(s)/Purchaser(s) shall have exclusive ownership of the Unit.
 - (ii) The Allottee(s)/Purchaser(s) shall also have undivided proportionate ownership and share in the Common Areas, Amenities and Facilities of the Residential Segment of the Said Project (Part I Schedule D) and the Common

Areas, Amenities and Facilities of both the Residential & Commercial Segment of the Said Project (Part III Schedule D). Since the share/interest of Allottee(s)/Purchaser(s) in the Common Areas, Amenities and Facilities of the Residential Segment of the Said Project (Part I Schedule D) and the Common Areas, Amenities and Facilities of both the Residential & Commercial Segment of the Said Project (Part III Schedule D) is indivisible and cannot be divided or separated, the Allottee(s)/Purchaser(s) shall use the same, along with other occupants/purchasers/allottees and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas, Amenities and Facilities reserved exclusively for the Residential Segment of the Said Project (Part I of Schedule D) to the Owners Association or its nominees or the Maintenance Agency/Facility Manager after duly obtaining the part Occupancy Certificate from the competent authority and the Common Areas, Amenities and Facilities of both the Residential & Commercial Segment of the Said Project (part III of Schedule D) along with Common Areas and Facilities reserved for Commercial Segment (Part II of Schedule D) after obtaining Occupancy Certificate of the 2nd Phase.

- 1.4 That the Allottee(s)/Purchaser(s) shall henceforth be fully competent and entitled and shall have absolute right to deal with the said Unit in any manner, including sale, transfer, gift, lease, mortgage or assignment thereof. However, such sale, lease, transfer, mortgage, assignment, etc. shall be subject to terms and conditions in the present Deed and the Agreement.
- 1.5 The Allottee(s)/Purchaser(s) agree and understand that except for the Unit as described in Schedule B attached hereto, the Allottee(s)/Purchaser(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable area in the Said Project. Such unallocated saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with Applicable Laws.
- 1.6 Exclusive Open Terrace area/s, right to park car/s, servant quarter/s, store room/s or any other area/s exclusively earmarked for a particular Apartment (s)/unit by the Promoter shall form part of common areas and facilities reserved for exclusive use and enjoyment of the owner/occupant of that Apartment/s/unit to the complete exclusion of other allottees.
- 1.7 That the Allottee(s)/Purchaser(s) confirms that the Promoter has handed over to the allottee(s)/purchaser(s) the draft of this sale deed along with all schedules and annexures and after reading and having understood each and every clause/covenant of this Deed and his/her/their/its legal implications thereon and have also clearly understood his/her/its/their obligations and liabilities and the Promoter's obligations and limitations as set forth in this Deed. That the Allottee(s) / Purchaser(s) shall keep the Promoter, indemnified and harmless against any loss or damages that the Promoter may suffer as a result of non-observance or non-performance of the covenants and conditions in the Deed.
- 1.8 That the Allottee(s)/Purchaser(s) confirms that the Unit shall be limited to and governed by the West Bengal Apartment Ownership Act, 1972 or any other act as may be applicable from time to time and the allottee/purchaser do hereby unequivocally accept the Deed of Declaration including the

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amended deed of declaration/s or any other document as may be required to be filed by the Promoter which shall be conclusive and binding upon the Allottee(s) / Purchaser(s) and the other unit owners.

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Director

2. TOTAL SALE PRICE

2.1 The Total Price of Residential flat/Unit includes the proportionate price of land under Residential Segment construction, only of the unit and the common areas, amenities and facilities reserved for the Residential Segment (Part I Schedule D) and the common areas, amenities and facilities of both the Residential & Commercial Segment (Part III Schedule D) of the said project. However, the computation of the price of the Residential flat/Unit does not include any element of recovery or payment towards the cost of land, construction, running and operating of the Commercial space/segment (entire Wing 1) to be developed in the 2nd phase, located in the Southern Part, road facing, within the said project, the car parking areas/spaces both in the basement and on the ground level and open to sky car parking spaces/areas, 20 (twenty) domestic store rooms out of which 14(fourteen) nos. is situated on the Ground Floor and 6 (six) nos. spread across the remaining 6 (six) floors of the Residential Wing/Segment and the common areas, amenities and facilities reserved for the Commercial Segment of the Said project. Further, the Allottee(s) understand and fully agrees the Promoter is free to deal with the Commercial Segment of the said project in any manner as the Promoter may deem fit.

2.2 In case the demand of external development charges/ internal development charges or any other applicable taxes is made by the concerned governmental authority, after the execution of this Deed, by whatever name called or in whatever form (including with retrospective effect) and with all such conditions imposed by the Government of West Bengal and/or any competent authority(ies), then in that event, the Allottee(s) / Purchaser(s) shall pay the proportionate demand raised by the Promoter on the Allottee(s) / Purchaser(s) which shall be paid by the Allottee(s) / Purchaser(s) within the stipulated period as may be mentioned in the demand notice, failing which, the Allottee(s) / Purchaser(s) shall be responsible and liable for all cost and consequences for such non-payment, including interest or penalty as demanded by the governmental authorities and other consequences for such non-payment and the Promoter shall be entitled to take all actions as is available to the Promoter as per the Applicable Laws. The Allottee(s) / Purchaser(s) further confirm to indemnify the Promoter in this regard.

2.3 The Allottee(s)/Purchaser(s) confirms and undertakes to pay house-tax, property-tax, fire-fighting tax or any other fees, cess, charges or tax as freshly levied under applicable laws, as and when levied by any local body or authority on the Said Project or any part thereof including the Unit, and if the Unit is not assessed separately, then such taxes, fees or cess shall be paid by the Allottee(s)/Purchaser(s) in proportion to the area of Unit to the area of all the units in the Said Project henceforth or from the date of occupation certificate irrespective of whether the Allottee(s)/Purchaser(s) took actual physical possession thereof or not. In cases wherein such taxes and charges are payable by the Promoter/ association of owners ("Owners Association")/Maintenance Agency/Facility Manager, as the case may be, on behalf of the Allottee(s)/Purchaser(s), then in such cases, the Allottee(s)/Purchaser(s) shall be liable to reimburse the same

to the Promoter/Association/Maintenance Agency/ Facility Manager, as the case may be, within thirty [30] days from the date of notice issued by the Promoter/Association/Maintenance Agency/Facility Manager, as the case may be, in this regard, failing which the Promoter/Association/Maintenance Agency/Facility Manager, as the case may be, shall be entitled to the applicable interest as prescribed under the Act.

2.4 The Allottee(s)/Purchaser(s) further agrees that if the Unit or any other right being conveyed hereunder is not assessed separately for property tax from the other units in the Said Project, then the Allottee(s)/Purchaser(s) shall pay the same on proportionate basis as determined and demanded by the Owners Association or the Promoter, as the case may be, which shall be final and binding on the Allottee(s) / Purchaser(s). However, if the Unit is assessed separately from the other units in the Said Project, then in such cases, the Allottee(s) / Purchaser(s) shall pay the property tax directly to the competent authority on demand being raised by the competent authority.

2.5 Such amount payable by the Allottee(s)/Purchaser(s) under this Deed shall be deemed to be a promised part of the consideration in addition to the Total Sale Price paid herein in respect of the Unit. The Promoter shall have first charge/lien on the Unit for recovery of all such charges, taxes & levies as referred to above. In the event of any such charges remaining unpaid, the Allottee(s)/Purchaser(s) agree that the Promoter shall have unfettered right to resume the Unit and the Allottee(s) / Purchaser(s) shall have no right, title, or interest left in the said Unit thereafter. The Allottee(s) / Purchaser(s) further agrees that he/she/they/it would not be competent to challenge such action of resumption of the Unit by the Allottee(s) / Purchaser(s) due to default on such account on the part of the Allottee(s) / Purchaser(s).

2.6 It is clarified and the Allottee(s) agrees that the Promoter does not have any obligation and responsibility to provide the external linkages for services and amenities beyond the boundaries of the Said Project (including, in relation to roads, water lines, sewage, storm water drains and electricity) and in the event the Government Authority body fails to provide the external linkages for such services and amenities, including road, water lines, sewage, storm water disposal and electricity, the Promoter in no way shall be liable and responsible for the same. It is further clarified and stated by the Promoter and also agreed by the allottee that the Promoter has not charged or recovered any amount/sum in the total price of the said unit in respect of the above-mentioned external linkages beyond the boundaries of the said project.

3. COMMON AREAS

- a. The Promoter has further represented that it has conceived, identified and planned various common areas, amenities and facilities which will form part of the Said Project and are divided into 3 categories, namely:
 - i. Common Areas, Amenities and Facilities reserved for the Residential Segment as detailed in **Part I of Schedule D**, which will be used and enjoyed by the residents of the Residential Segment only; and
 - ii. Common Areas, Amenities and Facilities reserved for the Commercial

Segment as listed in **Part II of Schedule D**, which will be used and enjoyed by the users of the Commercial Segment only.

- iii. **Common Areas, Amenities, and Facilities for the Said Project as detailed in Part III of Schedule D**, which will be shared jointly by the allottees of the Residential & Commercial Segment.
- b. The Promoter further represents and the Allottee(s)/Purchaser(s) is aware that the Common Areas, Amenities and Facilities reserved for Residential Segment and as detailed in Part I of Schedule D are reserved for the allottees/purchasers/occupants/residents of Residential Segment only to the complete exclusion of the allottees/purchasers/occupants of the Commercial Segment and the Common Areas, Amenities and Facilities Reserved for Commercial Segment as detailed in Part II of Schedule D are reserved for allottees/purchasers/occupants of the Commercial Segment to the complete exclusion of the allottees/purchasers /occupants/residents of Residential Segment.
- c. It has been specifically explained by the Promoter and understood and agreed by the Allottee(s)/Purchaser(s) that the allottees/purchasers of the Residential & Commercial Segment of the Said Project shall have equal right in the Common Areas, Amenities and Facilities of the Said Project as detailed in Part III of Schedule D. Accordingly, upon occupation of the Said Project, Common Areas, Amenities and Facilities of the Said Project as mentioned in Part III of Schedule D shall be for both the Commercial & Residential Segment in the Said Project and all the allottees/purchasers of the Residential Segment and Commercial Segment in the Said Project shall be free to use and exploit the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part III of Schedule D which are in common.
- d. The Promoter represents to the allottee(s) and the allottee/s hereby expressly agree and do hereby gives his/her/their consent to the Promoter for the rearrangement and shifting of the entry point/security gate/gate goomty from the south western corner to the western portion at the end point of the Commercial Wing/Tower and the starting point of the Residential Wing/Club entry. The driveway and the common space leading up to the above-said rearranged and shifted entry point/security gate/gate goomty shall always remain common for all the allottees/users of both the Commercial & Residential Wing.
- e. The Allottee(s) agree and do hereby give consent to the installation of an MS-Gate in the north-eastern part of the driveway, in between parking nos. 36 & 37 of the ground floor of the said project, which shall be used by allottees/residents/purchaser/s/occupier/s/visitor/s etc. of the Residential Wing/Segment/Wing 2, along with the following driveway from the south eastern corner to the point of this MS-GATE (Emergency Exit) only as an emergency exit, which shall be used only in case of emergencies and not in the usual course/day-to-day usage and also for the purpose of maintenance and upkeep only, if so required. That the driveway on the eastern portion from the said emergency exit gate leading up to the end of the south eastern corner up to the main road shall remain exclusively reserved for the allottees/users of the Commercial Wing/Segment/Wing 1. The allottee/s do hereby expressly agree and gives his/her/their consent to the above said arrangement.

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- f. That the Promoter shall earmark and demarcate the common services areas in the protruding land area at the eastern portion, excluding the open-to-sky car parking areas already reserved exclusively for the Commercial Wing/Segment, for D.G set/s installation/s, electrical infrastructure installation/s, etc., for the Residential Wing & the Commercial Wing, as usually known, the Commercial Wing/Segment requires more power and/or electrical load, which is dynamic and evolving as per the requirements of the usage of the commercial space, the allottees/users of the Commercial Wing shall be earmarked and demarcated with more common services areas for D.G set/s installation/s and electrical infrastructure installation/s etc. in proportion to the Residential Wing/Segment. The Residential Wing shall be earmarked with a maximum area of 1/4th of the total area reserved for the common services areas, and the Commercial Wing shall be earmarked with a minimum area of 3/4th of the total area reserved for the common services areas, excluding the open-to-sky car parking area already reserved exclusively for the Commercial Wing/Segment. The allottee(s) agree to such arrangement made by the Promoter and do hereby gives his/her/their express consent and shall never object to the same.
- g. The Allottee(s) agree and understand that except for the Unit as described in Schedule-B attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable area in the Said Residential & Commercial Segment/Said Project. All Such unallocated saleable/leasable spaces shall remain the exclusive property of the Promoter, and the Promoter shall be free to deal with, in accordance with Applicable Laws.
- h. The Allottee understands and agrees that the Owners/Allottees of the shops/commercial space along with their employees, servants, agents, invitees shall have the right to use the common passage, entrance, entry and exit, boundary wall, staff/drivers toilet (on the ground floor), drive ways and all other easements necessary for beneficial use and enjoyment of the said shops/office space/Commercial Segment of the Said Project.
- i. Further, the Allottee also understands and agrees that the Owners/Allottees of the Commercial Segment have the right to use including but not limited to electric rooms, earthing/s, trenches, trays, pits, main switches, telephone cable, cables, optical fibers/any other cable/fiber/low voltage lines and water supply system, soil and sewerage, septic tanks, soak pits, waste water & storm water (inlet & outlet) from and to the said Residential Segment and/or the Commercial Segment through pipes, drains, shafts, wires, conduits, pits, trenches or being through over the said project, septic tanks, soak pits, water tanks, underground water reservoir, overhead water reservoir, common washrooms in the ground floor, fire & emergency installations and its connectivity, pumps, motors, water lines, water supply, for the beneficial occupation and enjoyment of the said allottees of the Commercial Segment for all lawful purposes whatsoever in the said project. The Allottee(s) understands and agrees that the owner/allottees of the Residential Wing/Segment shall have the right to use the ultimate terrace/roof of the Residential Wing/Segment only and shall have no right either individually or in common to use and enjoy the ultimate roof/terrace of the Commercial Wing to be developed in the 2nd phase. Similarly, the allottees/users of the Commercial Wing/segment shall have no right either individually or in

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common to use and enjoy the ultimate roof/terrace of the Residential Wing/Segment.

- j. The Allottee also understands and agrees that for the beneficial use and enjoyment of the Allottee of commercial shops/office space/shopping mall segment for the purpose of service installation/s viz Airconditioning machines, maintenance, pipe lines (rain water, waste water, soil and sewer lines) and for exhaust and ventilation, they may use the exterior walls of the Commercial Wing/Segment of all the 4 (four) sides including the back side exterior wall without any disturbance, objection, hindrance, etc. from the allottees of the Residential Wing/Segment/association/society and shall also allow necessary easements to the allottees/users or their agent/s of the Commercial Wing/Segment for effective installation and maintenance thereof including scaffolding as and when required.
- k. Further, the allottee also understands and agrees that Owners/Allottees of the shops/commercial segment shall also become a member of the Owners Association/Society of the said project. However, the cost/s of the maintenance and upkeep of the common areas and facilities/installations exclusively reserved for the Commercial Wing/Segment, as detailed in Part II of Schedule D, shall be exclusively borne and paid by the allottees of the Commercial Wing/Segment only. Similarly, the allottee also understands and agrees that Owners/Allottees of the flats/units of the Residential Wing/Segment shall also become a member of the Owners Association/Society of the said project. However, the cost/s of the maintenance and upkeep of the common areas and facilities/installations exclusively reserved for the Residential Wing/Segment, as detailed in Part I of Schedule D, shall be exclusively borne and paid by the allottees of the Residential Wing/Segment only.
- l. The bifurcation and demarcation of the common areas, amenities and facilities in the Said Project has been done by the Promoter to avoid collusion and for mutual benefit and/or proper enjoyment according to the segmentation of usage for both the residential and commercial segments/wings, however if in future if any court of law and/or any other authority passes any order against such bifurcation and demarcation of common areas, amenities and facilities of the Said Project and considers such bifurcation and demarcation, illegal, the Allottee(s)/Owners Association will have to abide by the order of such court of law and/or any other authority.

4. USE AND ACCESS OF PARKING

4.1 The Promoter has further clarified to the allottee(s) that 10(ten) nos. car parking space (bearing numbers 27-36) on the ground floor of the Residential Wing and 16(sixteen) nos. open to sky car parking space (bearing numbers 60-75 corresponding to open to sky car parking space) are exclusively reserved for the use and enjoyment of the allottees/users of the Commercial Wing of the said project to be developed in the 2nd Phase. Similarly, all other balance car parking/s areas in the ground floor and on the basement level have been kept and reserved for the exclusive use and enjoyment of the allottees of the residential

otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s). It is clarified that the Project's facilities and amenities shall be available only for the use and enjoyment of the Allottee(s) of the Said Project.

Suddeep C Real Estate Ltd.
Director

5. POSSESSION OF THE UNIT

5.1 The Promoter has handed over the peaceful possession of the Unit to the Allottee(s) / Purchaser(s) on this day, and the Allottee(s) / Purchaser(s) hereby acknowledge having taken the actual peaceful possession of the Unit along with all the specifications agreed to be provided, to their satisfaction. The Allottee/purchaser shall be liable to pay maintenance charges, taxes and other liabilities as mentioned herein, irrespective of whether the Allottee(s) / Purchaser(s) took actual physical possession thereof or not.

6. MAINTENANCE OF THE SAID PROJECT

6.1 That the Allottee(s) / Purchaser(s) is aware that qualitative and effective maintenance of the said project is very much required to maintain the beauty and aesthetic look of the said project, which will not only increase the life of the said project but will also give appreciation to the value of the said project. That the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its associate Anandi Ram Management Services, LLP ("Facility Manager") which has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern equipment, amenities and facilities such as club house, swimming pool, gym, water treatment plant, power back up system, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Maintenance Agency / Facility Manager organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. Accordingly, the Maintenance Agency / Facility Manager is appointed to carry out the maintenance of the Said Project at competitive prices until its appointment is recalled, and another maintenance agency is appointed by the Owners Association or otherwise.

6.2 The Promoter, upon the receipt of Occupancy Certificate, shall hand over the possession of the Common Areas, Amenities and Facilities of the Said Project as mentioned in Part I, II & III of Schedule D and Common Areas, Amenities, and Facilities to the Owners Association in accordance with the Applicable Laws.

6.3 In terms of the provisions of the Act, process will be initiated to form the Association of the Owners of the Units of both the Residential & Commercial Segment at the appropriate time by the name to be decided in future, under the relevant laws of West Bengal for the Said Project. Owners Association will have a set of bye-laws (hereafter referred to as "Bye-Laws") which shall govern the Association. All the owners of units/apartments of both the Residential & Commercial Segment in the Said Project shall become members of the Association by payment of membership fees and shall abide by the Bye-Laws of the Association. The Allottee(s) / Purchaser(s) shall become members of the Owners Association by signing the necessary forms/documents for the Unit and hereby undertake to comply with the Bye-Laws in letter and spirit.

Sandeep C Realstate Ltd.
Director

6.4 The Allottee(s)/Purchaser(s) hereby agrees that his/her right to the use of Common Areas, Amenities and Facilities Reserved for Residential Segment and Common Areas, Amenities and Facilities reserved for both the Residential & Commercial Segment shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) / Purchaser(s) of all his/her obligations in respect of the terms and conditions specified under this Deed as well as by the Owners Association from time to time. The Allottee(s) / Purchaser(s) undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly each month in advance and shall not withhold the same for any reason whatsoever.

6.5 The Allottee(s) / Purchaser(s) shall be bound by all the terms and conditions of the Owners Association, Bye- Laws, maintenance agreement and any other agreement entered into by the Owners Association and any decisions taken by the Owners Association as per its Bye-Laws.

6.6 The Allottee(s) / Purchaser(s) have deposited with the Promoter a sum of Rs. 25,000/- (Rupees twenty Five Thousand only) as interest free maintenance security deposit ("IFMSD"). It is understood that IFMSD is deposited by the Allottee(s) / Purchaser(s) to ensure the timely payment of maintenance charges. The Allottee(s) / Purchaser(s) undertake to always keep deposited IFMSD with the Promoter/Maintenance Agency/Facility Manager /Owners Association. In case of failure of the Allottee(s)/Purchaser(s) to pay the maintenance charges or any other charges on or before the due date, the Allottee(s)/ Purchaser(s) shall not have the right to avail the maintenance services and the Owners Association/Maintenance Agency/Facility Manager/Promoter shall have the right to adjust/pay from the IFMSD against such defaults. If due to such adjustment, the IFMSD falls short, then the Allottee(s)/Purchaser(s) hereby undertake to make good the resultant shortfall within 15 (fifteen) days from the date of demand by the Promoter/Owners Association/Maintenance Agency/Facility Manager.

6.7 In the event of such a shortfall, the Promoter/Owners Association/Maintenance Agency/Facility Manager shall have the right to withhold such maintenance services, as may be provided by the Promoter/Owners Association/Maintenance Agency/Facility Manager. The Promoter/Owners Association/Maintenance Agency/Facility Manager reserves the right to increase the IFMSD from time to time, keeping in view the increase in the cost of maintenance services and the defaults of the Allottee(s)/Purchaser(s) in payment of maintenance charges. The Allottee(s) / Purchaser(s) undertakes to pay such increases within 15 (fifteen) days of demand by the association of the owners. The decision of the Promoter / Owners Association/Maintenance Agency/Facility Manager for increasing IFMSD shall be final and binding on the Allottee(s)/Purchaser(s). Over and above the IFMSD, the Allottee(s)/Purchaser(s) shall also be liable to deposit with the Promoter/Owners Association/Maintenance Agency/Facility Manager, the Sinking Fund, which shall be used for replacement/repair of fixed assets.

7. RIGHT TO ENTER THE UNIT FOR REPAIRS:

7.1 The Promoter/maintenance agency/facility manager/owners association of allottees/purchasers shall have rights of unrestricted access of all Common Areas, car parking spaces for providing necessary maintenance services and the Allottee/ purchasers agrees to permit the association of allottees/ purchasers and/or

maintenance agency to enter into the Apartment/s / unit/s 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.



8. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT

8.1 The Allottee(s)/Purchaser(s) be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit, and keep the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable condition and 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.

8.2 The Allottee(s) / Purchaser(s) undertakes, assures and guarantees that he/she/it will not tamper with, install or remove anything from the façade and external/public spaces outside the Unit, including but not limited to dish antennas, air conditioning units, dehumidifiers etc., and would not put any sign- board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, grills, panels etc. on balconies, terraces, /the face/ facade of the Building or anywhere on the exterior of the Said Project, building therein or any other area in the Said Project.

8.3 The Allottee(s) / Purchaser(s) shall also not change the color scheme of outer wall or painting of the exterior side of windows or permit any re-modelling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Unit / Building / Said Project.

8.4 Further, the Allottee(s)/Purchaser(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building or any part of the Said Project. The Allottee(s)/Purchaser(s) shall also not remove any wall, including the outer and load wall of the Unit.

8.5 That all fixtures and fitting including but not limited to air conditioners, coolers etc., shall be installed by the Allottee(s)/Purchaser(s) at the place earmarked or approved by the Promoter Owners Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Owners Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s)/Purchaser(s).

8.6 The Allottee(s)/Purchaser(s) agrees to abide by and comply with the byelaws or housing rules or such rules which may be issued from time to time by the

Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Building/Said Project.

8.7 The Promoter further represents that the Promoter will have the right to access to the Said Project till the completion and sale of all the Apartments and all the other saleable areas. Provided that after transferring the possession of the Common Area, Amenities, and Facilities of the Said Project to the Owners Association, the Promoter shall continue to have the rights and entitlements to advertise, market, sell any Apartment/Unit or building which is not sold without any restrictions or hindrance from the Owners Association and sale proceeds thereof shall belong only to the Promoter and such Allottee(s) shall be included as members of the Owners Association

8.8 The said entire project, i.e., the entire said Residential Wing/Residential Segment/ Commercial Wing/Segment shall always be known as '**MAYFAIR ROYAL**' and this name shall not be changed by any association or society of the Flats owners/occupants/allottees or any other person claiming through them. The name of the respective blocks shall also remain the same and unchanged. Further, at all times, the name of the project '**MAYFAIR ROYAL**' and the name of the Company, i.e. **SANDEEPG. REALESTATE** and its logo shall be displayed at prominent places in the said Commercial/wing and Residential/wing and/or the entire Project. The copyright/trademark/property mark and all intellectual property (including the words '**MAYFAIR ROYAL**') shall always remain, and vest with the promoter and its company, and no person, including but not limited to the Buyer Association/Society or the occupant(s), shall have any claim or right of any nature whatsoever on the said intellectual property. Further, the Promoter shall also be exclusively entitled to install its signage, hoarding, any other kind of branding for any of its past, present and future projects at any suitable place in the Said Project/Whole Project and the Allottee(s) and the Owners Association shall not have any right or shall not obstruct the exploitation of this right by the Promoter.

The Allottee(s)/Purchaser(s) agree and acknowledge that the Promoter further reserves the right to name/rename/brand the Said Project and its components; and the Allottee(s) / Purchaser(s) shall not have any objections to the same.

8.9 If any damage is caused to the Unit, including any part of the Said Project and the machines and equipment installed therein, on account of any act, negligence or default on part of the Allottee(s)/Purchaser(s) or his employees, agents, servants, guests, or invitees, the Allottee(s)/Purchaser(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the Owner's Association or the maintenance agency/Facility Manager, as the case may be.

8.10 The Allottee(s)/Purchaser(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use

8.11 It is in the interest of the Allottee(s)/Purchaser(s) to help the Owners Association in effectively keeping the Unit and/or the Said Project secured in all ways. For the purpose of security, the Owners Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project.

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Director

8.12 The Allottee(s)/Purchaser(s) shall not use the Unit for any purpose other than as set out under this Deed, nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project or for any illegal or immoral purpose.

8.13 The Allottee(s)/Purchaser(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the Unit is situated and/or any part of the Said project

8.14 The Allottee(s)/Purchaser(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Said Project in which the Unit is situated, or lead to an increase in insurance premium payable in respect of the insurance of the Said Project and/or the Unit

8.15 After handing over of the Said Project, it shall be the responsibility of the Owners Association for obtaining/renewal of insurance for the Said Project against loss or damage due to natural calamities, fire, riots, earthquake civil commotion etc., and the cost thereof shall be contributed by all the allottees/occupants of Building/Said Project, as part of the charges payable to the Maintenance Agency/Facility Manager/Owners Association. The Allottee(s)/Purchaser(s) shall be responsible for the insurance of their Unit and its contents. The Promoter, the Owners Association or the Maintenance Agency/Facility Manager shall bear no responsibility for any loss or damage of whatsoever nature caused on account of negligence by other allottees/purchasers.

8.16 Allottee(s)/Purchaser(s) shall not remove or damage in any manner the columns, beams, walls, slabs or R.C.C. structure or other structures in the Unit. The Allottee(s) / Purchaser(s) shall also not remove any wall, including the outer and load wall of the Unit. The Allottee(s)/Purchaser(s) further agrees that it is strictly prohibited from making any alterations or modifications in the Unit or outside the Unit to the structure or the services and systems laid out in the Unit/ Said Project including any changes that are either structural changes or such that would lead to disruption of the electrical, plumbing, other services and waterproofing laid out in the Building or along the Buildings for the use by one or more Apartments. The Allottee(s)/Purchaser(s) shall not, under any circumstances, do or allow any alteration/ modification/ change to the interior walls, floors, design layout, toilets, kitchens or permanent finishes within the said Unit, save and except with the prior permission of the Owners Association/ Promoter in writing

8.17 The Allottee(s)/Purchaser(s) shall not cover or construct on the balcony(ies), exclusive open terrace(s) areas reserved exclusively for the dedicated use of the Unit and shall only use the same as open balcony(ies), exclusive open terrace(s) as the case may be, and in no other manner whatsoever.

8.18 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ exclusive terrace area under his/her/its use. The Promoter represents that unit bearing no. 1A, 1B, 1C, 1E & 1F AND 2D & 2E on 1st floor and 2nd floor, respectively, in the Residential Wing/Segment have been earmarked with the exclusive terrace area on right to

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Sri Lanka
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use basis only. The Promoter represents that the exclusive terrace area so earmarked with the unit shall form part of the unit, and Allottee shall not part with or sell the right of use of said exclusive terrace area independently and separately of the allotted Unit.

8.19 The Allottee(s) / Purchaser(s) shall not use/ cause to be used the said Unit for any purpose except residential use and shall not permit any commercial activity and shall always ensure that the Unit is put to residential use only. Furthermore, the Allottee(s)/ Purchaser(s) specifically undertakes not to use the said Unit or offer it to be used in any manner and/or for any activity that is commercial/prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature, infringe on the rights of, and/or interfere in the beneficial usage and enjoyment of other Allottees/purchasers in the Said Project.

8.20 The Allottee(s)/Purchaser(s) undertakes not to subdivide/amalgamate the Unit with any other Apartment in the Said Project.

8.21 The Allottee(s)/Purchaser(s) shall plan and distribute their electric load in conformity with the electric systems installed by the Promoter and thereafter the Owners Association and/or maintenance agency/Facility Manager appointed by the Owners Association. The Allottee(s)/Purchaser(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions

8.22 Entry Regulations and safety precautions: The Allottee(s)/Purchaser(s) agree and acknowledge that security of the Said Project and its residents is of paramount importance. Promoter and/or the Owners Association shall have the right to keep the Said Project secure and free from disturbance at all times and shall have the right to monitor, scrutinise, register, regulate and/or restrict the entry of guests, visitors, staff, workmen, contractors, material and equipment, etc.

8.23 The Allottee(s)/Purchaser(s) further agrees to pay house-tax, property-tax, fire-fighting tax or any other fees, cess, charges or tax as applicable under law, from after expiry of 3(three) full calendar months from the date of occupation certificate irrespective of whether the Allottee(s)/Purchaser(s) took actual physical possession thereof or not.

9. DEFECT LIABILITY:

9.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the Allottee(s)/Purchaser(s) from the date of handing over possession or Deemed Date Of Possession or from the date of occupancy certificate, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s)/Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

9.2 In case any such structural defect or any other defect in workmanship, quality

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or provision of services reasonably & in the ordinary course requires additional time beyond the said 30 (thirty) days having regard to the nature of the defect, then Promoter shall be entitled to such additional time period, provided, an intimation thereof has been provided to the Allottee/ purchaser, prior to the expiry of the said initial 30 (thirty) days. The Parties shall mutually work upon and agree to a reasonable and justifiable additional time period for rectification of such defects. The Allottee(s)/ Purchaser(s) hereby agree to such additional time/extension of time without being entitled to or making any claim to receive appropriate compensation in the manner provided under the Act and/or otherwise under Applicable Law.

9.3 Promoter shall not be liable for rectification of any defect if the same has resulted due to natural wear and tear, alterations, modifications, renovation, misuse, and deviation from conditions of usage, and any act, omission or negligence attributable to the Allottee(s)/Purchaser(s) or the Owner's Association. Intrinsically, breakable or degradable items like tiles, stones, wooden items, glass, aluminium items, façade, doors, windows and the like shall not be covered under Defect Liability, and the same shall not be rectified by the Promoter.

9.4 The Allottee(s)/Purchaser(s) further agrees and confirms that the Allottee(s)/Purchaser(s) shall not claim from the Promoter replacement/rectification/service for the fixtures & fittings and/or other items/services covered under warranty period, which shall be limited only up to the extent of the warranty covered and also limited only up to the extent of the warranty period issued by the manufacturing company of such fixtures & fittings and/or other items/services and shall become null and void in case of damages caused to any fixtures & fittings and/or other items/services due to mishandling, misuse, mismanagement and/or maltreatment and/or due to lack of proper and timely maintenance of the same on the part of the Allottee(s)/Purchaser(s) or any of its labourer/s and/or worker/s or any third person representing the Allottee(s)/Purchaser(s) and/or the owners association. Such damages caused as stated herein mentioned shall not be covered under Defect Liability, and the Promoter shall not be liable to replace/rectify / service the same.

9.5 The Allottee(s)/Purchaser(s) confirms and agrees that all fittings, fixtures, etc. shall be made functional at the time of handing over the possession of the Unit and the common areas, facilities and amenities, but the maintenance thereof shall be the responsibility of the Allottees and/or owners' association. The Allottee(s)/Purchaser(s) further understands that there is a fundamental difference between hand over of the building/constructions or infrastructure services and systems free from defects on the one hand and requirement of timely, appropriate and adequate maintenance of handed over building/constructions or infrastructure services and systems so as to maintain aesthetic appearance and/or defect free functioning which by its very nature is a lifelong process. Accordingly, the continued maintenance, including consumables and spare parts of the systems handed over, would not be the responsibility of the Promoter, and the Promoter shall not be liable for rectification of any defects resulting from improper or lack of timely maintenance and/or due to any natural calamity, or the product/materials has lived their life.

9.6 The Allottee(s) hereby agree and confirm that in case of installation of the outer unit of the air conditioners, no hammer and chisel or drill hammer can be used to break the wall to get the pipe out. The pipe has to be taken out only by way of core cutting in the said wall, wherein the outer unit shall be placed. This core cutting is a specialised job and needs to be done by a skilled person so that the external paint and outer wall is not damaged. After the pipe of the air conditioner and the drainage pipeline has been taken out, the area where cutting has been done has to be sealed by proper mechanism so that no water can enter and seep the wall, which is to be checked by the allottee(s) if adequately done or not. If the above mentioned procedure is not followed for air condition installation, the Promoter shall not be responsible for any damages that occur and in case of any damages, the allottee(s) have to repair the same at their own cost, which includes scaffolding from outer side, repairing, repainting, etc. which will involve huge costs and which shall also void the Promoter from any defect liability/ies or claim in case of any defect/s arising out in the flat due to such improper work been done.

10. INDEMNIFICATION

10.1 The Allottee(s)/Purchaser(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) / Purchaser(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non- observance or non-compliance with:

(i) any of the provisions/covenants of this Deed and/or

(ii) any representation or warranties or covenants of the Allottee(s)/Purchaser(s) being false or incorrect and/or

(iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s)/Purchaser(s) under the Deed or due to failure/delay of the Allottee(s)/Purchaser(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Deed

10.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Deed.

10.3 The indemnification rights of the Promoter shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Deed.

11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND/OR THE LAND OWNERS.

The Promoter & Land Owners hereby represent and warrant to the Allottee/ purchaser as follows:

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- (i) The Land Owners have an absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities and accordingly has carried out development of the Project;
 - (iii) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment/Unit;
 - (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Unit was valid and subsisting and have been obtained by following due process of law.
 - (v) The Promoter has the right to enter into this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Unit which will, in any manner, affect the rights of Allottee/Purchaser under this Deed,
 - (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Allottee/Purchaser in the manner contemplated in this Deed;
 - (viii) The Promoter has handed over lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s)/Purchaser(s) and the Promoter shall hand over, as per act all the Common Areas, Amenities and Facilities of the Said Project to the Owners Association.
 - (ix) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
 - (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter and/or Land Owners in respect of the said Land and/or the Project;
 - (xi) That the property is not Waqf property.
 - (xii) Notwithstanding anything contained in this Deed, the Allottee(s) / Purchaser(s) covenant that if the Promoter is required to refund any amount to the Allottee(s) / Purchaser(s) due to any reason whatsoever, the Promoter shall have no liability to refund any taxes, levies, duties, charges, cess, duties etc. paid to any government authority
 - (xiii) The Allottee(s)/Purchaser(s) hereby agree and undertake to be a member of the Owners Association and to sign and execute the application for registration, other papers and documents necessary for the formation of and

registration of such Owners Association. The Allottee(s) / Purchaser(s) shall observe and perform all the rules and regulations of the Owners Association that may be specified in detail by the Owners Association. The Allottee(s)/Purchaser(s) shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other outgoings as may be demanded or called upon by the Owners Association or the Maintenance Agency, as the case may be

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Director

12. COMPLIANCES OF LAWS, NOTIFICATIONS, ETC. BY PARTIES:

12.1 The Parties are entering into this Deed for the sale/transfer of Unit with the full knowledge of all laws, rules, regulations, and notifications applicable to the Said Project

12.2 That the Allottee(s)/Purchaser(s) has entered into this Deed with the full knowledge and understanding of the nature and quality of construction and the building & the construction plan of the said project and the title documents, all Applicable Laws, notifications, bye-laws and rules applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of West Bengal in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee(s)/Purchaser(s) has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.

12.3 That this Deed is subject to all the Applicable Law, rules, regulations, notifications, directives as may be applicable to the Said Project. The Allottee(s)/Purchaser(s) has undertaken that henceforth it shall be solely liable, responsible and accountable for violations, if any, of provisions of Applicable Law, rules, regulations or directions issued by any Competent Authority (ies), including but without limitation judicial / quasi-judicial authorities in respect of the Unit which is subject matter of this Deed. The Allottee(s) / Purchaser(s) undertakes to indemnify the Promoter in respect of any liability or penalty imposed in respect of the said Unit being hereby sold and conveyed by way of this Deed.

12.4 The Allottee(s), along with other allottees of the Said Project either themselves or through their Owners Association, so formed, shall be liable and responsible for applying for and obtaining renewal of various approvals which are obtained/required to be obtained for the Said Project and to ensure the compliance with applicable laws and the conditions under such approvals at all times. The Allottee(s), along with other allottees, will also be responsible for obtaining various NOCs, including but not limited to Fire NOC, Consent to Operate, License/permission to operate lifts, their renewals and/or other statutory renewals which are required to be obtained for the Said Project in future after receipt of the occupancy certificate for the Said Project. The Allottee(s) and Allottees of other units and/or Owners Association/Society/Company, without any reference to the Promoter, shall be entitled to approach the requisite authority for any such approvals/renewals and shall also ensure that they always comply with the conditions of such approvals and NOC(s). Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non-renewal of the statutory approvals or non-compliance of the conditions of

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approvals or NOC(s) shall not cast any liability on the Promoter.

13. PROVISIONS OF THIS DEED AND AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES/OCCUPANTS OF THE UNIT

13.1 It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and in the Agreement and the obligations arising hereunder in respect of the Unit and the Said Project shall equally be applicable to and enforceable any and all occupiers, tenants, licensees and/ or subsequent vendees/assignees/transferees of the Unit, as the said obligations go along with the Unit for all intents and purposes irrespective of the fact whether the terms and conditions of this Deed have been made a part and parcel of the subsequent documentation done regard the lease, license, transfer, sale, assignment etc.

13.2 The Allottee(s)/Purchaser(s) acknowledges and agrees that he/she/it/they shall continue to remain bound by such terms and conditions of the Agreement, executed between the Allottee(s)/Purchaser(s)/predecessor-in-interest of Allottee(s)/ Purchaser(s) and the Promoter, attach to the Unit and shall survive this conveyance within the meaning of section 31 of the Transfer of Property Act, 1882. All such terms and conditions of the Agreement shall be deemed to be incorporated in this Deed by reference and as such form part of this Deed. In the event of there being any conflict between the terms and conditions of the aforesaid Agreement and the clauses contained in this Deed, the Deed shall prevail over the Agreement.

14. DISPUTES

(i) All or any disputes arising out of or touching upon or in relation to the terms of this Deed or its termination, including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

(ii) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s)/Purchaser(s), as the case may be, under the Act or rules and regulations made thereunder or this Deed, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

15. 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 this Deed 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 Laws, as the case may be, and remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

16. STAMP DUTY

That the Allottee(s)/Purchaser(s) confirm that the Allottee(s)/Purchaser(s) alone shall be responsible for payment of all expenses for the execution and registration of this Deed and for the completion of this Deed, including the cost of the stamp duty,

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registration and other incidental charges and expenses. Any deficiency in the stamp duty as may be determined by the Sub-Registrar / Registrar / any Competent Authority (ies), along with the consequent penalties/deficiencies as may be levied in respect of the said Unit conveyed by this Deed, shall be borne and paid by the Allottee(s) / Purchaser(s) exclusively. Further, the Allottee(s) / Purchaser(s) have also agreed that if there is any additional levy on the Stamp Duty, as a consequence of any order of government/statutory or other local authority, the same, if applicable, shall also be payable by the Allottee(s) / Purchaser(s). In any event, the Promoter shall have no liability in terms of the deficiency of stamp duty or any other provision of Applicable Laws. The Promoter shall not, in any manner, be liable for the same and accepts no responsibility or liability in this regard, and the Allottee(s) / Purchaser(s) shall keep the Promoter indemnified in this regard.

17. FURTHER ASSURANCES:

17.1 Both 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 or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction

17.2 The Allottee(s)/Purchaser(s) confirms that he/ she/ it shall, prior to alienating/re-selling the Unit to any other person, obtain NOC/No Objection from the Promoter/Maintenance Agency/Facility Manager/Owners Association, as the case may be and clear his/her/its entire dues or outstanding including towards maintenance charges or utility charges, or any other expenses/charges, delay payment charges, interest, penalties, fines etc.; failing which, it shall be deemed that the new Allottee(s)/Purchaser(s)/intending purchaser is aware of the outstanding dues and has stepped into the shoes of the Allottee(s)/Purchaser(s) and shall be liable to clear all the previous outstanding dues, or any other expenses/charges, delay payment charges, interest, penalties, fines etc. from his/ her/ its own pocket. The Allottee(s) / Purchaser(s) shall incorporate such similar terms and conditions of this Conveyance Deed in subsequent sale deeds and so on.

17.3 The Allottee(s)/Purchaser(s) agree and confirm that the Promoter has completed and discharged all its obligations as detailed under the Agreement and this Deed, and the Allottee(s)/Purchaser(s) shall have no claim on any account whatsoever against the Promoter under/or in respect of the Unit/Agreement/ this Deed.

17.4 The Allottee(s)/Purchaser(s) confirms and undertakes to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Project, or the Unit, common areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the Unit, in good and tenatable repair and maintain the same in a fit and proper condition

17.5 The Allottee(s)/Purchaser(s) hereby agree and undertake to be a member of the Owners Association and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Owners

Handeep G. Rajalestate Ltd.
Director

Association. The Allottee(s) / Purchaser(s) shall observe and perform all the rules and regulations of the Owners Association that may be specified in detail by the Owners Association. The Allottee(s) / Purchaser(s) shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other outgoings as may be demanded or called upon by the Owners Association or the Maintenance Agency/Facility Manager, as the case may be.

17.6 The Promoter has made it expressly clear to the Allottee(s)/Purchaser(s) that the rights of the Promoter in the Unit conveyed/sold/ transferred herein are circumscribed by and subject to the conditions imposed by the statutory authority(ies). The Allottee(s)/Purchaser(s) shall observe all terms and conditions of this Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Said Project by virtue of the License / Permissions granted by the competent authority/ies and shall also abide by the Applicable Laws

17.7 The Allottee(s)/Purchaser(s) confirms and acknowledges that the Allottee(s)/ Purchaser(s) shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rules including provisions of the Act, regulation or direction by the competent Governmental Authority; and that the Allottee(s) / Purchaser(s) shall indemnify the Promoter for any demands, proceedings, damages, suits, actions, judgments, orders, costs, losses, liability, penalty, claims and expenses (including legal expenses), and/ or charges that it may incur or suffer in that behalf.

17.8 That the Allottee(s)/Purchaser(s) in its individual capacity as well as the prospective member of the Owners Association hereby confirms and agrees that subject to West Bengal Apartment Ownership Act, 1972 and/or any other Applicable Laws, in the event of any development/redevelopment of the Project Land/Schedule land at any time in future, on account of any reason(s) whatsoever, the Promoter shall be offered the right of first refusal for carrying out such development/redevelopment of the Project/Schedule Land. This clause shall survive the conveyance of the said Unit.

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SandeepG RealEstate Ltd.
Director

IN WITNESS WHEREOF PARTIES HEREIN ABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS DEED AT IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

Signed and delivered by the within named Allottee(s) / Purchaser(s) in the presence of witnesses on

..... size photograph (First- Allottee)	Passport Passport size photograph (Second- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second- Allottee)

Signed and delivered by the within named Promoter in the presence of witnesses at on PROMOTER

For and on behalf of SandeepG RealEstate Ltd.

Name

Signature

Designation

LAND OWNERS /////?????????????SIGNATURES TO BE INCORPOARETED

Signed and delivered by the within named Land Owners in the presence of witnesses at

Sandeep G Realstate Ltd.
Director

SCHEDULE 'A'

Residential flat / Unit number _____ situated in the _____ Floor of the Residential Segment in "RESIDENTIAL WING" also known as "MAYFAIR 35"

DESCRIPTION OF THE UNIT

(a) Unit No.:

(b) Floor:

(c) Type:

(d) Carpet Area: _____ sq. mtr. _____ sq. ft.

(e) Total Exclusive Balcony Area: _____ sq. mtr. _____ sq. ft.

(f) Total Exclusive Terrace Area (if applicable): _____ sq.mtr _____sq.ft.

PART II OF SCHEDULE 'A'

All that piece or parcel of Land measuring 47.7 Decimals + 47.8 Decimals + 14.03 Decimals = **109.53 Decimals, equals to 1.096 acres** appertaining to and forming part of R.S. Plot Nos. 1897, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1929, 1930 & 1933, corresponding to L.R. Plot Nos. 2926, 2929, 2930, 2933, 2939, 2940, 2941, 2961, 2962 & 2965, recorded in R S Khatian Nos. 217, 219, 221 & 222, corresponding to L.R. Khatian Nos. 6460, 9719, 82, 24709, 24705, 17682 & 24701, Situated within Mouza Sahar Coochbehar, J.L. No. 130, Under Coochbehar Municipality Area Ward No. 04, Registry office of the Additional District Sub-Registrar Sadar, Coochbehar, Within the jurisdiction of P.S. Kotwali, District of Coochbehar.

The said **LAND** measuring **109.53 Decimals equals to 1.096 acres** is butted and bounded as follows:-

- By the North : L.R Plot No. 2942.
By the South : Shibendra Narayan Road.
By the East : Land of Noni Mondol and Others.
By the West : Land and Property of owners and others.

FLOOR PLAN

SCHEDULE 'B'

Sandstepo Real Estate Ltd.
Director

DRAFT COPY


Sandeep G. Pealekate Ltd. Director

SCHEDULE 'C'

TOTAL PRICE OF THE UNIT

Total Price of the Unit excluding Taxes is Rs. _____ (Rupees _____ only)

SCHEDULE 'D' PART I

COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR THE RESIDENTIAL SEGMENT OF THE SAID PROJECT

1. Vehicle Parking areas/spaces both in the ground floor and in the basement level within the said project and the Promoter reserves its rights/the rights to earmark the right to park car/s in the above said parking areas/spaces of the said project to the allottee(s) for the exclusive use of any/each unit which is the part of common areas and facilities reserved for exclusive use and enjoyment of allottee/purchaser/occupant of that particular Apartment/s/Unit/s to the complete exclusion of other allottees/purchasers/occupants, **SAVE AND EXCEPT ALL THAT 10(ten) nos. car parking space (bearing numbers 27-36) on the ground floor of the Residential Wing and 16(sixteen) nos. open to sky car parking space (bearing numbers 60-75 corresponding to open to sky car parking space) are exclusively reserved for the use and enjoyment of the allottees/users of the Commercial Wing/Segment of the said project to be developed in the 2nd phase.**
2. Multipurpose Hall
3. Swimming Pool with deck
4. AC Meeting room cum conference room
5. Outdoor kids' play area
6. AC Indoor Games Room
7. Fully equipped AC gymnasium
8. Roof-top outdoor gymnasium in the Ultimate roof of the Residential Wing/Segment.
9. D.G Set along with its installation/s.
10. Entry/exit gate (goomty) in the Western portion at the starting point of the Residential Wing /club entry.
11. Emergency exit and MS-gate in the eastern portion between parking no. 36 & 37 on the ground floor.
12. Open-air seating area.
13. 7 meter wide driveway from the entry/exit gate goomty, located in the western portion at the starting point of the Residential Wing/Club entry, and thereafter a 5 meter wide driveway till the emergency exit/ MS-gate in between parking no. 36 & 37 on the ground floor.
14. An area equivalent to a maximum area of 1/4th of the total area reserved for the common services areas in the protruding land area at the eastern portion, (excluding the open-to-sky car parking area already reserved exclusively for the Commercial Wing/Segment) for D.G Set installation/s, electrical infrastructure installation, etc.

SCHEDULE 'D' PART II

COMMON AREAS, AMENITIES AND FACILITIES RESERVED FOR THE COMMERCIAL SEGMENT OF THE SAID PROJECT

1. All that 10(ten) nos. car parking space (bearing numbers 27-36) on the ground floor of the Residential Wing and 16(sixteen) nos. open to sky car parking space (bearing numbers 60-75 corresponding to open to sky car parking space)

Sandeepa Investments Ltd.
Director

- exclusively reserved for the use and enjoyment of the allottees/users of the Commercial Wing/Segment of the said project to be developed in the 2nd phase.
2. Open space in front of the Commercial Wing/Segment, except the driveways.
 3. 5-meter wide Entry in the southeast portion, followed by a 5-meter-wide driveway leading up to the emergency exit/MS-gate.
 4. Ultimate roof/terrace of the Commercial Wing/segment to be developed in the 2nd phase.
 5. The entire common areas within the Tower of the Commercial Wing/Segment (Wing 1)
 6. An area equivalent to a minimum area of 3/4th of the total area reserved for the common services areas in the protruding land area at the eastern portion, (excluding the open-to-sky car parking area already reserved exclusively for the Commercial Wing/Segment) for D.G Set installation/s, electrical infrastructure installation/s, etc.

SCHEDULE 'D' PART III

COMMON AREAS, AMENITIES AND FACILITIES FOR BOTH THE COMMERCIAL & RESIDENTIAL SEGMENTS OF THE SAID PROJECT

1. Sewerage system, drainage system, inspection pits & water supply System, bore well/s, pumps, motors, including water filtration plant if any
2. Electric supply, Transformers/electrical system, inspection pits, trenches, electrical poles, including LV
3. Entire Firefighting system, including but not limited to pumps, motors, starters, including Underground Water tanks, overhead water tanks, underground fire tank, fire pumps & panel and fire panel/pump room.
5. The 7 meter wide drive way and the common space leading up to the rearranged and shifted entry point/security gate/gate goomty at the western portion at the starting point of the Residential Wing/club entry
6. Septic Tank/s, soak pit/s
7. 4435.35 sqm. Project land.
8. Society office room and staff/drivers Toilet on the ground floor within the Said Project
10. Street lights to the extent common.
11. Boundary walls on all 3 sides of the said entire project.

Notes/Disclaimers:

- (a) Wall: No tiles behind/below kitchen cabinets. The wall surface above the false ceiling may be left in its original bare condition.
- (b) Marble, Limestone and Granite: Marble: Limestone and granite are natural stone materials containing veins with tonality differences. There will be colour and markings caused by their complex mineral composition and incorporated impurities. While such materials can be pre-selected before installation, this non-uniformity in the marble, limestone or granite, as well as non-uniformity between pieces, cannot be totally avoided. Granite is pre-polished before laying, and care has been taken for its installation. However, granite, being a much harder material than marble, cannot be re-polished after installation. Hence, some differences may be felt at joints. The tonality and pattern of marble, limestone or granite selected and installed shall be subject to availability.
- (c) External Paints: The external plastered surface of the buildings is painted of suitable

(l) Brick work, plaster and application of putty/POP over plastered surface are manual activities. As of this date, no machines have been found successful to execute these activities without extensive human involvement. Hence, despite all quality processes in the job, undulation, out of plumb, to a certain extent, cannot be avoided completely.

(m) While every reasonable care has been taken in preparing the brochure and in constructing the models and show flats, the Developer and the Marketing Agents cannot be held responsible for any inaccuracies or omissions. Visual representations, models, show flat displays and illustrations, photographs, art renderings and other graphic representations and references are intended to portray only the artist's impressions of the development and cannot be regarded as representations of fact. Floor areas are approximate measurements and are Subject to final survey.

(n) All information, specifications, renderings, visual representations and plans are correct at the time of publication and are subject to changes as may be required by us and/or the competent authorities and shall not form part of any offer or contract nor constitute any warranty by us and shall not be regarded as statements or representations of fact. All facts are subject to amendments as directed and/or approved by the building authorities. All areas are approximate measurements only and subject to final survey. The Agreement to sell shall form the entire agreement between us as the Developer and the Purchaser and shall supersede all statements, representations or promises made prior to the signing of the Agreement to sell and shall in no way be modified by my statements, representations or promises made by us or the Marketing Agents.

SandeepG Realstate Ltd.

Director