

**THIS INDENTURE OF CONVEYANCE** is made at Panskura on this \_\_\_\_\_ day of \_\_\_\_\_  
Two Thousands (202 \_ ) A.D.

**IN BETWEEN**

- (1) DR SUSIL KUMAR MAITI (PAN- ADSPM4626K) (Aadhaar: 3992 7030 3918) S/O LATE PASHUPATI MAITI, by faith- HINDU, by Nationality Indian, by Occupation-MEDICAL PRACTITIONER, residing at VILLAGE & P.O. BALIDANGRI P.S. PANSKURA, DISTRICT: PUREA MEDINIPORE, PIN- 721139,
- (2) DR ASIM KUMAR MAITI (PAN- ADRPM7571N) (Aadhaar: 6475 4028 6616) S/O LATE PASHUPATI MAITI, by faith- HINDU, by Nationality Indian, by Occupation-MEDICAL PRACTITIONER, residing at B.T. COLLEGE ROAD, SPANDAN LANE, P.O. RABINDRANAGAR, P.S. KOTIYALI, DISTRICT: PASCHIM MEDINIPORE, PIN- 721101,
- (3) SRI SUPRABHAT MAITI (PAN- ATLPM9884E) (Aadhaar: 5563 5010 8408) S/O LATE PASHUPATI MAITI, by faith- HINDU, by Nationality Indian, by Occupation- SERVICE, residing at VILLAGE BAHARGRAM & P.O. PANSKURA R.S. P.S. PANSKURA, DISTRICT: PURBA MEDINIPORE, PIN- 721152 hereinafter called & referred as the "LAND OWNER(S)"; (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, successors in interest and/or assigns) of the FIRST PARTIES.

the FIRST PARTIES, are being represented by its constituted Attorney "**SEFALI COMPLEX**" a partnership firm, (PAN- AFGFS 5796 G) having its registered office at Vill.- & P.O.- Uttar Mechogram, P.S.- Panskura, Dist.-Purba Medinipur, W.B. Pin-721139 being represented by its authorized Partners (1) SRI MOULIK CHOWDHURY (PAN:BELPC4989Q), (Adhaar No:790401308980) s/o Arup Chowdhury, by creed Hindu by occupation business, at present residing at Vill.- Uttar Mechogram, P.O.-Uttar Mechogram, P.S.- Panskura, Dist.- Purba Medinipur, W.B. Pin-721139 AND (2) SRI SUBRATA KUMAR DAS (PAN:AICPD3950G), (Adhaar No:729549042422) S/o Hari Sadhan Das, by creed Hindu by occupation business, at present residing at Vill.- Dakshin Mechogram, P.O.-Uttar Mechogram, P.S.- Panskura, Dist.-Purba Medinipur, W.B. Pin-721139, AND (3) SRI CHANDAN JANA son of SUBHAS JANA (PAN- AIIPJ 6407C) (Aadhaar: 6364 2315 9073) by creed Hindu, by occupation business, at present residing at Vill.- Kanasi, Brindaban Chak, P.O.-Maguri Jagannathchak, P.S.- Panskura, Dist.-Purba Medinipur, W.B. Pin-721152;

AND

**Mr./Mrs.** \_\_\_\_\_ s/o, w/o \_\_\_\_\_ (PAN No. xxxxxxxxxxxx ; Adhar No. xxxx-yyyy-zzzz), resident of \_\_\_\_\_, Dist. \_\_\_\_\_, PIN- \_\_\_\_\_; Indian National, all by faith \_\_\_\_\_, by occupation \_\_\_\_\_, hereinafter called the **"PURCHASER(S)/BYUER(S)"** (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their legal heirs, executors, administrators, successors in interest and/or assigns) of the **SECOND PARTIES**.

**AND**

**"M/S SEFALI COMPLEX" a partnership firm, (PAN- AFGFS 5796 G) having its registered office at Vill.:- & P.O.:- Uttar Mechogram, P.S.- Panskura, Dist.-Purba Medinipur, W.B. Pin-721139 being represented by its authorized Partners (1) SRI MOULIK CHOWDHURY (PAN:BELPC4989Q), (Adhaar No:790401308980) s/o Arup Chowdhury, by creed Hindu by occupation business, at present residing at Vill.:- Uttar Mechogram, P.O.:-Uttar Mechogram, P.S.- Panskura, Dist.-Purba Medinipur, W.B. Pin-721139 AND (2) SRI SUBRATA KUMAR DAS (PAN:AICPD3950G), (Adhaar No:729549042422) S/o Hari Sadhan Das, by creed Hindu by occupation business, at present residing at Vill.:- Dakshin Mechogram, P.O.:-Uttar Mechogram, P.S.- Panskura, Dist.-Purba Medinipur, W.B. Pin-721139, AND (3) SRI CHANDAN JANA son of SUBHAS JANA (PAN- AIIPJ 6407C) (Aadhaar: 6364 2315 9073) by creed Hindu, by occupation business, at present residing at Vill.:- Kanasi, Brindaban Chak, P.O.:-Maguri Jagannathchak, P.S.- Panskura, Dist.-Purba Medinipur, W.B. Pin-721152 hereinafter called and referred to collectively as the **"DEVELOPER/SELLER"** (which term or expression shall unless excluded by inconsistent with or repugnant to the subject or context be deemed to mean and include its legal heirs, executors, administrators, legal representatives and assigns) being the party of the**

**BACK GROUND OF TITLE:**

**W H E R E A S**

the Owner(s)/First Parties are the joint Owners lawfully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of the property more fully described in the 'A' schedule herein below by virtue of Registered Deed of Gift, as well

as intestate succession now free from all encumbrances, attachments, liens and lispendens whatsoever;

**AND WHEREAS**

ALL THAT Mokarari Mourashi land recorded as partly Bastu, Partly Jol/Jaljomi mentioned in the table hereunder :

| R.S. Dag | L.R. Dag   | Mouza-Bahargram (J.L.)- 76 | P.S. Panskura Dist. Purba Medinipur | Area of land (classification) |
|----------|------------|----------------------------|-------------------------------------|-------------------------------|
| 235      | <b>285</b> | Mouza-Bahargram (J.L.)- 76 | -do-                                | 12 Decimals (Jol)             |
| 236      | <b>286</b> | Mouza-Bahargram (J.L.)- 76 | -do-                                | 07 Decimals (Jol)             |
| 237      | <b>287</b> | Mouza-Bahargram (J.L.)- 76 | -do-                                | 05 Decimals (Bastu)           |
| 658      | <b>534</b> | Mouza-Bahargram (J.L.)- 76 | -do-                                | 23 Decimals (Jol)             |
| 657      | <b>535</b> | Mouza-Bahargram (J.L.)- 76 | -do-                                | 05Decimals (Jol)              |
| 656      | <b>536</b> | Mouza-Bahargram (J.L.)- 76 | -do-                                | 06 Decimals (Jol)             |
| 655      | <b>541</b> | Mouza-Bahargram (J.L.)- 76 | -do-                                | 16 Decimals (Bastu)           |
| 654      | <b>537</b> | Mouza-Bahargram (J.L.)- 76 | -do-                                | 15 Decimals (Bastu)           |
| 651      | <b>540</b> | Mouza-Bahargram (J.L.)- 76 | -do-                                | 10 Decimals (Jol)             |

above all land comprised in above mentioned Plots published under old LR Khatian No. 519, within **Mouza Bahargram**, J.L. No. 076, within the ambit of Panskura Municipality, Ward No. 008, Police Station Panskura, District Purba Medinipore, PIN- 721152 including all sorts of easement rights and amenities of the adjacent Road originally belonged to recorded owner(s) **SRI PASHUPATI MAITI** son of Late Bisheswar MAITI hereinafter collectively referred as the "said property", fully described in the 'A' schedule herein, his name was also published in the R.S. Record of right in respect of the said R.S. Plots as "Raiyat" under the State of West Bengal.

#### **AND WHEREAS**

While said **SRI PASHUPATI MAITI** was in possession of his said properties, he in consideration of natural love and affection conveyed and transferred ALL THAT piece and parcel of Bastu land measuring **16 Decimals** comprised in **R.S. Dag No. 655, L.R. Dag No. 541,** ALL THAT piece and parcel of Jol measuring **08 Decimals** out of 10 Decimals comprised in **R.S. Dag No. 651, L.R. Dag No. 540,** ALL THAT piece and parcel of Bastu land measuring **15 Decimals** comprised in **R.S. Dag No. 654, L.R. Dag No. 537,** ALL THAT piece and parcel of Bastu land measuring 1893 sq. feet two storied house property comprised in **R.S. Dag No. 655, L.R. Dag No. 541,** appertaining to old LR Khatian No. 519, within Mouza Bahargram, J.L. No. 076, within the ambit of Panskura Municipality, Ward No. 008, Police Station Panskura, District Purba Medinipore, PIN- 721152 in favour of his beloved son **SRI ASIM KUMAR MAITI** by virtue of **Registered Deed of Gift dated 16<sup>th</sup> November 2005, registered before ADSRO Panskura, recorded in Book No. I, being No. 5454 for the year 2005;**

#### **AND WHEREAS**

While said **SRI PASHUPATI MAITI** was in possession of his residue property, he bequeathed his last WILL & Testament in respect of land measuring about **23 Decimals comprised in R.S. Dag No. 658** in favour of his wife **SMT GOURIRANI MAITI** w/o Sri PASHUPATI MAITI by virtue of a Registered Deed of WILL dated 26th September, 2011 registered before A.D.S.R. TAMLUK registered in Book No. III, CD Volume No. 1, Pages from 47 to 58, being

No. 00009 for the year 2011, which has been mentioned in the Schedule (**GAA**) of the said “Will” ;

**AND WHEREAS**

**SRI PASHUPATI MAITI** also bequeathed his last WILL & Testament in respect of land measuring about **12 Decimals comprised in R.S. Dag No. 235.** AND **07 Decimals comprised in R.S. Dag No. 236.** AND **05 Decimals comprised in R.S. Dag No. 237.** in favour of his son **SRI SUSIL KUMAR MAITI** s/o Sri PASHUPATI MAITI by virtue of said Registered Deed of WILL dated 26th September, 2011 registered before A.D.S.R. TAMLUK registered in Book No. III, CD Volume No. 1, Pages from 47 to 58, being No. 00009 for the year 2011, which has been mentioned in the Schedule (**KAA**) of the said “Will” ;

**AND WHEREAS**

**SRI PASHUPATI MAITI** also bequeathed his last WILL & Testament in respect of land measuring about **09 Decimals with building comprised in R.S. Dag No. 655.** AND **06 Decimals comprised in R.S. Dag No. 656.** AND **05 Decimals comprised in R.S. Dag No. 657.** in favour of his son **SRI SUPRABHAT MAITI** s/o Sri PASHUPATI MAITI by virtue of said Registered Deed of WILL dated 26th September, 2011 registered before A.D.S.R. TAMLUK registered in Book No. III, CD Volume No. 1, Pages from 47 to 58, being No. 00009 for the year 2011, which has been mentioned in the Schedule (**KHA**) of the said “Will” ;

**AND WHEREAS**

The said Testator PASHUPATI MAITI died on 31.07.2013, and after demise of said PASHUPATI MAITI the Executor of the said WILL namely Sri SUSIL KUMAR MAITI filed a Probate application to obtain Probate of the said WILL before District Delegate Civil Judge (Senior Division) 1st Court, Tamluk, being Probate application/ Case No. 10 of 2016 ;

**AND WHEREAS** On 20.04.2021 said Ld. Court of District Delegate Civil Judge (Senior Division) 1st Court, Tamluk was pleased to pass Final Order (Order No. 46) Granting the

said Probate of last WILL of Testator PASHUPATI MAITI, thereafter assessed duty monies of the said Probate Case have been deposited by the applicant and accordingly on 07/01/2022 said Probate Case disposed in final form ;

**AND WHEREAS**

By virtue of said Probate said beneficiary **SMT GOURIRANI MAITI** has acquired good, perfect clean and absolute marketable title to the "said property" viz. ALL THAT Mokarari Mourashi land measuring about **23 Decimals** comprised in **R.S. Dag No. 658** corresponding to **L.R. Dag No. 534**, appertaining to old LR Khatian No. 519, within Mouza Bahargram, J.L. No. 076, within the ambit of Panskura Municipality, Ward No. 008, Police Station Panskura, District Purba Medinipore, PIN- 721152 ;

**AND WHEREAS**

By virtue of said Probate said beneficiary **SRI SUSIL KUMAR MAITI** has acquired good, perfect clean and absolute marketable title to the **12 Decimals comprised in R.S. Dag No. 235,** **AND 07 Decimals comprised in R.S. Dag No. 236,** **AND 05 Decimals comprised in R.S. Dag No. 237,** appertaining to old LR Khatian No. 519, within Mouza Bahargram, J.L. No. 076, within the ambit of Panskura Municipality, Ward No. 008, Police Station Panskura, District Purba Medinipore, PIN- 721152 ;

**AND WHEREAS**

By virtue of said Probate said beneficiary **SRI SUPRABHAT MAITI** has acquired good, perfect clean and absolute marketable title to the **09 Decimals with building comprised in R.S. Dag No. 655,** **AND 06 Decimals comprised in R.S. Dag No. 656,** **AND 05 Decimals comprised in R.S. Dag No. 657,** appertaining to old LR Khatian No. 519, within Mouza Bahargram, J.L. No. 076, within the ambit of Panskura Municipality, Ward No. 008, Police Station Panskura, District Purba Medinipore, PIN- 721152 ;

**AND WHEREAS**

Having absolutely acquired the said property said **SMT GOURIRANI MAITI** while was in possession of the "said property" she died intestate leaving behind Three sons **Dr. SUSIL KUMAR MAITI, Dr. ASIM KUMAR MAITI** and **SRI SUPRABHAT MAITI**, two married daughters **SM REKHA MAITI** and **SMT. KRISHNA MAL** as her legal heirs and successors according to Hindu Succession Act 1956, and the said legatees of said Late Gouri Rani Maiti have jointly acquired the title to the "said property" from their deceased mother as an intestate succession in equal share thereof ;

#### **AND WHEREAS**

Thereafter Dr. SUSIL KUMAR MAITI, Dr. ASIM KUMAR MAITI, SRI SUPRABHAT MAITI, SM REKHA MAITI **AND** SMT. KRISHNA MAL jointly having acquired the "said property" while were in joint possession thereof said Sm Rekha MAITI and Smt. Krishna Mal jointly being beloved sisters conveyed and transferred the undivided **2/5th share** of the "said property" viz. ALL THAT Mokarari Mourashi land measuring about **23 Decimals** i.e. **9.20 Decimals** comprised in **R.S. Dag No. 658** corresponding to **L.R. Dag No. 534**, appertaining to old LR Khatian No. 519, within Mouza Bahargram, J.L. No. 076, within the ambit of Panskura Municipality, Ward No. 008, Police Station Panskura, District Purba Medinipore, PIN-721152 in favour of their three beloved brothers Dr. SUSIL KUMAR MAITI, Dr. ASIM KUMAR MAITI, & SUPRABHAT MAITI by dint of a Registered Deed of Gift dated 11/04/2022 Registered before A.D.S.R. Panskura, registered in Book No. I, Volume No. 1111-2022, Pages from 63226 to 63238, being No. 1111- 03560 for the year 2022 ;

#### **AND WHEREAS**

Having acquired/ accepted the said property by dint of above said two Deed of Gift, Probate as well by way of intestate succession, **Dr. SUSIL KUMAR MAITI, Dr. ASIM KUMAR MAITI, & SRI SUPRABHAT MAITI** have mutated their respective names in the record of right of BL & LRO pertaining to their respective shares comprised in L.R. Dag Nos. **285, 286, 287, 534, 535, 536, 537, 540, 541** within Mouza Bahargram, J.L. No. 076, Police Station Panskura, District Purba Medinipor, under new mutated L.R. Khatian Nos. **4325 (SUSIL KUMAR MAITI) , 3935 (ASIM KUMAR MAITI), and 4314 (SUPRABHAT MAITI)** respectively, and their names with their respective shares pertaining to the respective DAG

has published in the record of right as “Raiyat” under the State of West Bengal, and they are the owners and occupiers of the said properties, is free from all encumbrances;

**AND WHEREAS**

- SUSIL KUMAR MAITI converted the classification of the land measuring **0.0800 Acre** comprised in **L.R. Dag No. 534**, under Khatian No. 4325, of Mouza Bahargram, J.L.- 76, within Police Station Panskura, Dist. Purba Medinipur from **“Jol” to “Bastu”** for dwelling purpose (according to 4 C of West Bengal Land Reforms Act 1955) from BL & LRO, Panskura-I, Purba Medinipur, vide Conversion Memo No. 1249/Con/Panskura-I dated 04/09/2024.
- SUSIL KUMAR MAITI converted the classification of the land measuring **0.1000 Acre** comprised in **L.R. Dag No. 285**, under Khatian No. 4325, of Mouza Bahargram, J.L.- 76, within Police Station Panskura, Dist. Purba Medinipur from **“Jol” to “Bastu”** for dwelling purpose (according to 4 C of West Bengal Land Reforms Act 1955) from BL & LRO, Panskura-I, Purba Medinipur, vide Conversion Memo No. 1374/Con/Panskura-I/24 dated 25/09/2024.
- SUSIL KUMAR MAITI converted the classification of the land measuring **0.0200 Acre** comprised in **L.R. Dag No. 285**, **AND** land measuring 0.0700 Acre comprised in **L.R. Dag No. 286**, under Khatian No. 4325, of Mouza Bahargram, J.L.- 76, within Police Station Panskura, Dist. Purba Medinipur from **“Jol” to “Bastu”** for dwelling purpose (according to 4 C of West Bengal Land Reforms Act 1955) from BL & LRO, Panskura-I, Purba Medinipur, vide Conversion Memo No. 1375/Con/Panskura-I/24 dated 25/09/2024.

**AND WHEREAS**

- ASIM KUMAR MAITI converted the classification of the land measuring **0.0700 Acre** comprised in **L.R. Dag No. 534**, under Khatian No. 3935, of Mouza Bahargram, J.L.- 76, within Police Station Panskura, Dist. Purba Medinipur from **“Jol” to “Bastu”** for dwelling purpose (according to 4 C of West Bengal Land Reforms Act 1955) from BL & LRO, Panskura-I, Purba Medinipur, vide Conversion Memo No. 1250/Con/Panskura-I dated 04/09/2024.



- ASIM KUMAR MAITI converted the classification of the land measuring **0.0800 Acre** comprised in **L.R. Dag No. 540**, under Khatian No. 3935, of Mouza Bahargram, J.L.- 76, within Police Station Panskura, Dist. Purba Medinipur from **"Jol" to "Bastu"** for dwelling purpose (according to 4 C of West Bengal Land Reforms Act 1955) from BL & LRO, Panskura-I, Purba Medinipur, vide Conversion Memo No. 1372/Con/Panskura-I/24 dated 25/09/2024.

**AND WHEREAS**

- SUPRABHAT MAITI converted the classification of the land measuring **0.0800 Acre** comprised in **L.R. Dag No. 534**, under Khatian No. 4314, of Mouza Bahargram, J.L.- 76, within Police Station Panskura, Dist. Purba Medinipur from **"Jol" to "Bastu"** for dwelling purpose (according to 4 C of West Bengal Land Reforms Act 1955) from BL & LRO, Panskura-I, Purba Medinipur, vide Conversion Memo No. 1251/Con/Panskura-I dated 04/09/2024.
- SUPRABHAT MAITI converted the classification of the land measuring **0.0800 Acre** comprised in **L.R. Dag No. 534**, under Khatian No. 4314, of Mouza Bahargram, J.L.- 76, within Police Station Panskura, Dist. Purba Medinipur from **"Jol" to "Bastu"** for dwelling purpose (according to 4 C of West Bengal Land Reforms Act 1955) from BL & LRO, Panskura-I, Purba Medinipur, vide Conversion Memo No. 1251/Con/Panskura-I dated 04/09/2024.
- SUPRABHAT MAITI converted the classification of the land measuring **0.0500 Acre** comprised in **L.R. Dag No. 535**, under Khatian No. 4314, of Mouza Bahargram, J.L.- 76, within Police Station Panskura, Dist. Purba Medinipur from **"Jol" to "Bastu"** for dwelling purpose (according to 4 C of West Bengal Land Reforms Act 1955) from BL & LRO, Panskura-I, Purba Medinipur, vide Conversion Memo No. 1373/Con/Panskura-I /24 dated 25/09/2024.
- SUPRABHAT MAITI converted the classification of the land measuring **0.0600 Acre** comprised in **L.R. Dag No. 536**, under Khatian No. 4314, of Mouza Bahargram, J.L.- 76, within Police Station Panskura, Dist. Purba Medinipur from **"Jol" to "Bastu"** for dwelling purpose (according to 4 C of West Bengal Land Reforms Act 1955) from BL & LRO, Panskura-I, Purba Medinipur, vide Conversion Memo No. 1376/Con/Panskura-I /24 dated 25/09/2024

**AND WHEREAS** the present owners are in open, peaceful, continuous, and lawful possession, paying all applicable land revenue and statutory dues, and the property stands free from all encumbrances, thereby conferring good, marketable, transferable and enforceable title in accordance with law. **AND WHEREAS** DR. SUSIL KUMAR MAITI, DR. ASIM KUMAR MAITI and SRI SUPRABHAT MAITI, all sons of Late Pashupati Maiti (hereinafter collectively referred to as the "Land Owners"), have duly constituted and authorized the Developer **M/S SEFALI COMPLEX** by entrusting and delegating necessary rights, powers and authority through a duly registered Development Agreement and a corresponding registered Development Power of Attorney, inter alia, to undertake development and construction of the project known as "**Sefali Complex**" upon the schedule mentioned property, and further empowered the Developer to deal with, market, sell, transfer, convey, assign or otherwise alienate the Developer's allocated proportionate share and/or units arising therefrom, together with all consequential rights, title and interest in accordance with the terms and conditions mutually agreed between the parties.

**SANCTION OF BUILDING MAP/PLAN BY PANSKURA MUNICIPALITY:**

**AND WHEREAS** The Seller/Owner caused a map or plan sanctioned from the **PANSKURA MUNICIPALITY** since granted the commencement certificate/letter to develop the Project vide approval dated \_\_\_\_\_ No. \_\_\_\_\_;

**AND WHEREAS** the Purchaser herein, by and under a duly registered Agreement for Sale bearing Deed No. \_\_\_\_\_ of the year 202 , voluntarily entered into with the Developer, agreed to purchase, acquire and obtain ownership, right, title and interest in respect of the Apartment more fully described in the Schedule hereunder written, along with all proportionate undivided share in the land and all common areas, facilities and amenities attached thereto, subject to the terms, covenants and conditions contained therein.

***While executing the Agreement for Sale, the Buyer duly covenanted and accepted certain rules, regulations and conditions governing the Shefali Complex, which continue to remain valid, enforceable and operative under this Deed. Such conditions include, inter alia, (i) the Developer's continuing rights over the Developer's Retained***

***Area, (ii) the terms governing the use of Common Areas pertaining to the residential portion, (iii) the regulations applicable to the use of Commercial Service Areas, (iv) the rights and limitations relating to Shared Common Facilities, and (v) the obligations concerning the use and enjoyment of the residential and commercial sections of the Complex. All such rights, conditions and obligations are more fully and specifically set forth in Schedule-F, titled "Regulatory Covenants & Project uses restrictions", which shall form an integral part of this Deed. The Buyer hereby unequivocally agrees that the said terms and conditions shall be binding upon the Buyer and shall also run with the said Apartment and the Project, and shall be enforceable against the Buyer, his/her/their legal heirs, assigns, executors, administrators and successors-in-interest, who shall remain obligated to strictly comply with the same without deviation, violation or breach.***

The said Agreement for Sale was executed in compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA), including all applicable rules, notifications, regulations, standards and orders issued thereunder, and both parties acknowledged and accepted their respective rights, duties and obligations pursuant thereto. The Developer has duly performed, complied with and fulfilled all development obligations under the said Agreement, including but not limited to obtaining sanctioned building plans, commencement certificate, completion certificate and adherence to structural safety norms, statutory compliances and all applicable municipal and governmental standards.

The Purchaser has likewise complied with and fulfilled all obligations as stipulated under the said Agreement, including the payment of the entire agreed sale consideration, applicable taxes, stamp duties, registration fees and all other dues, levies and charges payable under law or contractual terms.

The building comprising the said Apartment has now been duly completed in accordance with the sanctioned plan and applicable codes, and the competent authority has issued the necessary Completion Certificate, certifying that the construction has been executed as per approved specifications. The Developer has thereafter issued the statutory Notice of Possession to the Purchaser, confirming that the Apartment is fully completed, fit for habitation and ready for occupation.

Accordingly, all pre-conditions for conveyance having been duly satisfied and completed, the parties have mutually agreed to proceed with the execution and registration of this final Deed of Conveyance, thereby vesting the Purchaser with absolute, transferable and heritable

ownership rights in respect of the said Apartment together with all appurtenant rights, easements and privileges.

A) Prior to and/or at the execution of this Indenture, the Seller has represented, declared and assured the Purchaser as follows:

i) That the land owners is/are the lawful and absolute owner(s) of the said Premises and is/are fully competent and the seller is legally entitled to transfer, convey and assure the said Flat/ (OR Commercial Unit) in favour of the Purchaser;

ii) That the said Premises is free from all encumbrances, liens, charges, litigations, attachments, claims, or demands of whatsoever nature and that the Seller has a clear, valid and marketable title thereto;

iii) That the building plan sanctioned by the competent authority (Panskura Municipality) for the construction, erection and completion of the said building upon the said Premises is legal, valid, subsisting and has not been revoked, cancelled or modified in any manner prejudicial to the rights of the Purchaser.

B) The Purchaser, relying entirely upon the aforesaid representations, declarations and warranties of the Seller and believing the same to be true, has entered into the Agreement for Sale and has further approved and accepted the title of the Seller to the said property as fully satisfactory, and has now agreed to complete the conveyance of the said property subject to the terms and conditions contained herein.

**NOW THIS INDENTURE WITNESSETH** as follows:

**I. THAT** in pursuance of the Allotment Letter dated \_\_\_\_\_ and Registered Agreement for Sale being No. \_\_\_\_\_ for the year 205 in further consideration of a sum of Rs. \_\_\_\_\_ only of the lawful money of the Union of India well and truly paid by the Purchaser to the Seller at or before the execution hereof (the receipt whereof the Seller do hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Seller doth hereby acquit, release and discharge the purchaser and the said Flat/ (OR Commercial Unit) and the Properties Appurtenant Thereto hereby intended to be sold and transferred), the Seller doth hereby sell, transfer, convey, assure and assign **FIRSTLY ALL THAT the FLAT No. \_\_\_\_\_ on the \_\_\_\_\_ floor** containing by estimation

an area of \_\_\_\_\_sq. ft. (Carpet Area) (be the same a little more or less) with all fixtures and fittings mentioned in the said Sale Agreement **AND SECONDLY ALL THAT the \_\_\_\_\_Covered car parking space Being No. \_\_\_\_\_on the ground floor** of the building **AND THIRDLY ALL THAT** the undivided proportionate share in all common parts portions areas facilities and amenities comprised in the said residential common areas of the Complex **FOURTHLY ALL THAT** the undivided indivisible impartible proportionate share or in interest in the land beneath the building comprised in the said premises and attributable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter collectively referred to as the said **FLAT- AND THE PROPERTIES APPURTENANT THERETO**) **AND** the Seller hereby transfer, assign, release, relinquish and disclaim all their respective right title interest into or upon the said **FLAT AND THE PROPERTIES APPURTENANT THERETO** unto and in favour of the Purchaser herein and the Purchaser shall be entitled to hold possess and enjoy the said **FLAT AND THE PROPERTIES APPURTENANT HERETO TO HAVE AND TO HOLD** the same absolutely and forever unto and in favour of the purchaser.

*(below is for commercial unit owners)*

**I. THAT** in pursuance of the Allotment Letter dated \_\_\_\_\_ and Registered Agreement for Sale being No. \_\_\_\_\_for the year 205 in further consideration of a sum of Rs. \_\_\_\_\_only of the lawful money of the Union of India well and truly paid by the Purchaser to the Seller at or before the execution hereof (the receipt whereof the Seller do hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof the Seller doth hereby acquit, release and discharge the purchaser and the said Flat/ (OR Commercial Unit) and the Properties Appurtenant Thereto hereby intended to be sold and transferred), the Seller doth hereby sell, transfer, convey, assure and assign **FIRSTLY ALL THAT** the Commercial Unit/Shop being No. \_\_\_\_\_on the Ground/First floor (of the Block- A/B/C under construction on a demarcated portion of the land comprised within the Said Premises being the Commercial Section) having a carpet area of \_\_\_\_\_sq.ft., more or less, aggregating to a super built-up area of \_\_\_\_\_sq.ft., **along with** the undivided pro rata share of the Allottee in the Common Areas allotted for only commercial Unit owners, **together with** all right, advantages, easements and privileges appurtenant thereto.

**AND SECONDLY** the undivided proportionate share in all common parts portions areas facilities and amenities comprised in the commercial section of the Complex, commercial service area (whether specifically allotted) **FOURTHLY ALL THAT** the undivided indivisible impartible proportionate share or in interest in the land beneath the building comprised in the said premises and attributable thereto (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and hereinafter collectively referred to as the said **SHOP-AND THE PROPERTIES APPURTENANT THERETO**) **AND** the Seller hereby transfer, assign, release, relinquish and disclaim all their respective right title interest into or upon the said **SHOP AND THE PROPERTIES APPURTENANT THERETO** unto and in favour of the Purchaser herein and the Purchaser shall be entitled to hold possess and enjoy the said **SHOP AND THE PROPERTIES APPURTENANT HERETO TO HAVE AND TO HOLD** the same absolutely and forever unto and in favour of the purchaser.

**II.** **AND** the Seller do hereby also transfer, release, relinquish and disclaim all their respective right, title and interest into or upon **ALL THAT** the said Flat/ (OR Commercial Unit) **AND THE PROPERTIES APPURTENANT THERETO** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written) **AND ALSO** the right to use the common entrances and staircases and other common parts and portions, installation and facilities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) in common with the other owners and/or the occupants of the said new building **BUT EXCEPTING AND RESERVING** such rights, easements, quasi-easements, privileges reserved for the Seller and/or the Society and/or Association of Co-Owners (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat/ (OR Commercial Unit) And the Properties Appurtenant thereto (more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD THE SAID FLAT/ (OR COMMERCIAL UNIT) AND THE PROPERTIES APPURTENANT THERETO** hereby, sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT TO** the Purchaser making payment of the maintenance charges and

other charges (hereinafter referred to as the **SERVICE CHARGES** (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written).

**III. AND THIS DEED FURTHER WITNESSTH THAT** in consideration of the Sale Agreement dated \_\_\_\_\_ and for the purpose of beneficial use and enjoyment of the said **Flat/ (OR Commercial Unit)** and the Properties Appurtenant thereto the Seller and each one of them respectively doth hereby sell, transfer, convey, assure and assign unto and in favour of the Purchaser herein **ALL THAT** the undivided impartible indivisible proportionate share or interest in the land below and underneath the building comprised in the said premises and attributable thereto.

**IV. NOW THIS DEED FURTHER WITNESSETH, AND IT IS HEREBY COVENANTED, DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

a) That notwithstanding any act, deed, matter or thing whatsoever done, executed, permitted or suffered by the Seller to the contrary, the Seller is and stands lawfully, rightfully and absolutely seized, possessed of, and otherwise well and sufficiently entitled to, the said **Flat/ (OR Commercial Unit)** and the Properties Appurtenant thereto hereby granted, sold, conveyed, transferred and assigned, or intended so to be, together with every part thereof, for an absolute, perfect, marketable and indefeasible estate and title, free from all restrictions, conditions, trusts or encumbrances whatsoever which may or might invalidate, prejudice or affect the same or any part thereof.

b) That notwithstanding anything contained herein or any act, deed or thing done or suffered as aforesaid, the Seller has and possesses full right, absolute title, lawful ownership, full power and complete and unfettered authority to grant, convey, transfer, sell and assign the said **Flat/ (OR Commercial Unit)** and the Properties Appurtenant thereto hereby conveyed, or expressed or intended to be conveyed, unto and to the use, benefit and enjoyment of the Purchaser in the manner and to the extent hereinbefore expressed.

c) That the said **Flat/ (OR Commercial Unit)** and the Properties Appurtenant thereto hereby granted, sold and conveyed, or expressed or intended so to be,

are at the time of execution hereof free and clear from all manner of claims, demands, encumbrances, liens, mortgages, charges, lis pendens, attachments, leases, tenancies, trusts, debuttar rights or any other adverse claims whatsoever created or suffered by the Seller or by any person claiming or purporting to claim any right, title, estate or interest therein through, under or in trust for the Seller.

d) That the Purchaser shall and may at all times hereafter peacefully and quietly hold, use, possess and enjoy the said Flat/ (OR Commercial Unit) and the Properties Appurtenant thereto and receive, retain and appropriate the rents, issues, usufructs and profits thereof without any lawful eviction, interruption, disturbance, claim, demand or adverse assertion whatsoever from or by the Seller or any person claiming through, under, by or in trust for the Seller.

e) That the Purchaser shall stand fully freed, acquitted, protected, indemnified and harmless from and against all estates, charges, liens, encumbrances, lis pendens, attachments, trusts, debuttar rights, claims, demands, actions or proceedings whatsoever created, occasioned, made, suffered or asserted by the Seller or any person lawfully or equitably claiming through, under or in trust for the Seller.

f) That the Seller and all persons lawfully or equitably claiming any estate, title, right or interest in or upon the said Flat/ (OR Commercial Unit) and the Properties Appurtenant thereto or any part thereof through, under or in trust for the Seller shall and will, from time to time and at all times hereafter, at the written request and cost of the Purchaser, do, execute and perform, or cause to be done, executed and performed, all such further lawful acts, deeds, conveyances, assurances and things whatsoever as may be reasonably necessary or required for the further, better, more fully and perfectly assuring, conveying and confirming the said Flat/ (OR Commercial Unit) and the Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner aforesaid.



**g) That the Seller has not at any time prior to execution of these presents done, executed, permitted, omitted, or knowingly suffered any act, deed, assurance, agreement or thing whereby or whereunder the said Flat/ (OR Commercial Unit) and the Properties Appurtenant thereto hereby sold, conveyed and transferred, or expressed or intended to be so sold, conveyed and transferred, or any part thereof, may or can be impeached, defeated, cancelled, prejudiced, diminished or affected in right, title or interest in any manner whatsoever.**

**V. AND THE PURCHASER SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID Flat/ (OR Commercial Unit) AND THE PROPERTIES APPURTENANT THERETO HEREBY SOLD CONVEYED HEREBY COVENANT WITH THE SELLER AS FOLLOWS:-**

**a) THAT** the Purchaser and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions and/or House Rules as may be framed by the Seller and upon Formation of the said Association by such Association.

**b) THAT** the purchaser shall at all times hereafter (from the date of possession) regularly and punctually make payment of all the municipal rates and taxes and other outgoings including ceases multi-storied Building Tax, water Tax, proportionate BL&LRO Land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said **Flat/ (OR Commercial Unit)** and proportionately for the new Building as a whole and for the common parts and portions.

**c) THE** Purchaser shall within three months from the date of execution of these presents shall apply for and obtain mutation of his name as the owner of the Said **Flat/ (OR Commercial Unit)** and the Properties Appurtenant Thereto from The Panskura Municipality and shall also obtain separate assessment of the said **Flat/**

**(OR Commercial Unit)** and the Properties Appurtenant Thereto and so long the Said FLAT and the Properties Appurtenant Thereto and so long the Said **Flat/ (OR Commercial Unit)** and the Properties Appurtenant Thereto is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the New Building, such amount to be determined in its absolute discretion by the Seller and upon formation of the Association by such Association/Society/service Company.

**VI. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- a) The undivided, indivisible and impartible proportionate share in the land comprising the Said Premises, attributable to the said Flat/ (OR Commercial Unit), together with the corresponding proportionate right, title, interest and entitlement in the common areas, common facilities, amenities, services, installations and all other common parts and portions of the said new building and/or the Said Premises hereby conveyed, shall remain forever undivided, inseparable and impartible. The Purchaser shall not be entitled to claim physical partition or division thereof in any manner whatsoever, nor shall the same be capable of being separately transferred, alienated or dealt with independently of the said Flat/ (OR Commercial Unit).
- b) The rights, title and interest of the Purchaser under this Deed shall be strictly confined, limited and restricted to the said Flat/ (OR Commercial Unit) and the properties appurtenant thereto, together with such common rights as are incidental to ownership of the said Flat/ (OR Commercial Unit), but nothing herein contained shall confer upon the Purchaser any independent or exclusive right over any portion of the Said Premises except the said Flat/ (OR Commercial Unit) and rights expressly conveyed hereunder.
- b) The Purchaser shall, at his/her/their own cost, apply to and secure from the CESC Ltd a separate individual electricity connection and installation of a separate electricity meter in his/her/their own name(s) for the said Flat/ (OR

**Commercial Unit). Upon such connection being obtained, the Purchaser shall thereafter be solely liable for and shall punctually and regularly pay all electricity consumption charges, installation fees, deposits, maintenance charges and any other statutory levies or dues payable directly to CESC or any successor authority without raising any claim, demand or liability upon or against the Seller.**

- c) It is expressly agreed and understood that the Seller shall retain, and shall continue to enjoy, the full, absolute, exclusive and unfettered right, authority and discretion to use, deal with, manage, regulate, alter, license or permit the use of all open spaces, unallotted areas, residual spaces, roof rights, terraces, setback areas and/or any other open or common parts and portions of the said building and/or Said Premises, whether situated horizontally, vertically, overhead or below ground level, in any manner deemed fit by the Seller. The Purchaser hereby expressly acknowledges, agrees and irrevocably consents to the exercise of such rights by the Seller and shall not raise any objection, claim, demand or right of use, ownership or possession over such areas except as expressly provided herein.**
- d) THAT it is expressly agreed, declared and understood by and between the parties hereto that any car parking spaces situated in the basement floor(s) of the 'SEFALI COMPLEX' which remain unsold, unallotted or unassigned at any time shall continue to remain the absolute property, possession and control of the Developer, as part of the Developer's Retained Area. The Developer shall be fully entitled, at its sole discretion, to license, lease or let out such unsold parking spaces, either to any existing occupants/allottees of the Complex or to any third party/persons who are not occupants of the Complex, on such terms and conditions as the Developer may deem fit, without requiring any consent from the Allottees. In the event the Developer proposes to sell any such unsold parking space, the Developer shall display a written notice to that effect on the common notice board of the Complex, inviting expressions of interest from the existing occupants/allottees, and if no written offer or willingness to purchase is received by the Developer from any occupant/allottee within a**

period of fifteen (15) days from the date of such notice, the Developer shall thereafter be at liberty to sell, transfer or otherwise alienate the said parking space(s) to any third party/person not being an occupant of the Complex. The Allottees and occupants of the SEFALI COMPLEX shall have no right, title, interest or authority to object to such leasing, letting or sale. Provided always that any such third-party purchaser, lessee or licensee shall be bound by, and shall strictly comply with, the rules, regulations, by-laws and usage restrictions of the SEFALI COMPLEX as framed by the Developer and/or the Association from time to time.

- e) THAT the Allottee hereby expressly agrees, acknowledges and confirms that the Developer shall be entitled, at its own cost and expense, to install, construct, operate and maintain an underground weighbridge (locally known as 'Kanta'), fully flush with and level to the finished ground surface, at such identified portion of the entrance/access passage of the 'SEFALI COMPLEX' as may be technically and structurally feasible, without causing any hindrance, obstruction, impediment or restriction whatsoever to the free, easy and uninterrupted ingress and egress of vehicles, occupants, visitors or service providers to and from the said Complex. It is further expressly agreed that such installation shall strictly conform to applicable laws, statutory permissions, safety norms and engineering standards, and shall not adversely affect the structural stability, access rights or common enjoyment of the Allottee or other occupants. By execution of this Agreement, the Allottee hereby grants an irrevocable, unconditional and deemed No Objection Certificate (NOC) in favour of the Developer for the aforesaid installation, use, operation and maintenance of the said weighbridge, and further covenants not to raise any objection, claim, demand or dispute, present or future, in respect thereof, provided always that the same does not materially interfere with the lawful use and enjoyment of the Complex and its common areas;

**VII. AND THE PURCHASER(S)/BUYER(S) OF RESIDENTIAL APARTMENTS DOTH HEREBY FURTHER AGREE AND COVENANT WITH THE SELLER AS FOLLOWS:**

- a.** The Purchaser shall execute, sign and deliver, whenever required, all necessary declarations, instruments and documents for submission of the Project under the provisions of the *West Bengal Apartment Ownership Act, 1972*, to facilitate the formation and registration of the Association of apartment owners, either personally or through a duly constituted attorney, whenever called upon to do so by the Seller or the Association, as applicable.
- b.** co-operate with the other co-buyers and co-occupiers of the constructed spaces/units within the Project, the Developer and/or the Association, as the case may be, in the management and maintenance of the Apartment, building and the Project and shall abide by the directions and decisions of the Developer and/or the Association, as the case may be, as may be made from time to time in the best interest of the Residential Flat and/or the Project;
- c.** If required by the Developer, give a no objection certificate to the Developer for the Developer making any changes in the Commercial Section in the manner thought fit and proper by the Developer at its sole discretion.
- d.** The Buyer(s) may obtain finance from any financial institution/bank or any other source but the Buyer(s)'s obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Buyer(s)'s ability or competency to obtain such financing and the Buyer(s) shall remain bound by this Agreement whether or not the Buyer(s) has been able to obtain financing for the purchase of the Apartment.
- e.** pay to the Developer or the Association, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Project, that has been caused by the negligence and/or willful act of the Buyer(s) and/or any occupier of the Residential Flat and/or family members, guests or servants of the Buyer(s) or such other occupiers of the Residential Flat;
- f.** not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Premises and the building in which the Residential Flat Or commercial Unit is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- g.** not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Flat in the compound or any portion of the Said Premises and the building in which the Residential Flat is situated, other than in the area earmarked for the such purpose;

- h.** notify the Developer or the Association, as the case may be, in case the Buyer(s) lets out the Residential Flat, of the tenant's/transferee's details, including address, email-id and telephone number;
- i.** not sub-divide the Residential Flat and/or any part or portion thereof;
- j.** not close or permit the closing of verandahs, exclusive terrace, if any, or lounges or balconies or lobbies and common parts or portions;
- k.** not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Residential Flat;
- l.** not to do anything or prevent the Developer from making further or additional legal constructions within 8 A.M. to 6 P.M. within any working day notwithstanding any temporary disruption in the Buyer(s)'s enjoyment of the Apartment.
- m.** not to do or cause anything to be done in or around the Apartment which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Apartment or any apartment adjacent to the Apartment or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- n.** not put any signage of any nature and/or of any size and also not put up anything for branding of any nature whatsoever anywhere outside the said Residential Flat and/or any portion of the Residential Section.
- o.** not to change the outside elevation of the Residential Tower and/or portions of elevation outside the said Residential Flat.
- p.** not build, erect or put upon the Residential Common Areas/Common Area any item of any nature whatsoever;
- q.** not use the Residential Flat or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to buyer(s)/occupiers of other residential Flats in the Project;
- r.** not use the Residential Flat for any illegal or immoral purpose or for any commercial or industrial activities whatsoever;
- s.** not make or permit any disturbing noises in the Residential Flat or allow the buyer's family, invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the buyer(s)/occupiers of other residential Flats in the Project;
- t.** not keep in the Basement Car Parking Space anything other than cars or two-wheeler or use the same for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;

- u.** not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Buyer(s), if any, or any other place specifically demarcated for the parking of the vehicles of visitors of buyer(s)/occupiers of other residential Flats in the Project;
- v.** not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;
- w.** not be allowed to use hammer of any size or dimension in carrying out any internal work within the said Residential Flat and in case of violation of this condition the Buyer(s) will be liable for all costs and consequences for such violation of this condition.
- x.** not misuse or permit to be misused the water supply to the Residential Flat;
- y.** not change/alter/modify the name of the building and the Project from that mentioned in this Agreement;
- z.** not use the name/mark of the Developer in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Residential Flat and if the Buyer(s) does so, the Buyer(s) shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of such mark of the Developer;
- aa.** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Residential Flat, the garage or parking space, if any, and the Residential Common Areas/ Common Areas;
- bb.** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
- cc.** not install or keep or run any generator in the Residential Flat;
- dd.** not smoke in public places inside the Project which is strictly prohibited and the Buyer(s) and Buyer(s)'s guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the prepositioned dustbins after ensuring that the fire is fully smothered/extinguished;
- ee.** not pluck flowers or stems from the gardens or plants (if maintained by the Developer OR Association);
- ff.** not throw or allow to be thrown litter on the grass planted within the Project;
- gg.** not trespass or allow to be trespassed over lawns and green plants within the Project;
- hh.** not overload the passenger lifts and shall move goods only through the staircase of the building;
- ii.** not use the elevators in case of fire;

- jj.** not object to the Developer and the Association putting up any neon sign, hoardings and other display materials on any part or portion of the Residential OR Commercial Common Areas;
- kk.** not fix or install any antenna on the roof or terrace of the building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Developer and/or the Association, as the case may be;
- ll.** not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
- mm.** remain fully responsible for any domestic help or drivers, maids employed by the Buyer(s) and any pets kept by the Buyer(s);
- nn.** not refuse or neglect to carry out any work directed to be executed in the building or in the Residential Flat after the Buyer(s) has taken possession thereof, by a Competent Authority, or require or hold the Developer liable for execution of such works;
- oo.** not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the building and the Project.
- pp.** not object to the Developer entering into agreements (on such terms and conditions and for such period as the Developer shall decide) with the concerned service providers of the Developer's choice of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Developer within the Project and which would be declared to be common facilities by the Developer.
- qq.** install air-conditioning units only at the designated places/ as constructed /approved by the Developer.
- rr.** repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Residential Flat, at the cost of the Buyer(s).
- ss.** ensure that the domestic help/service providers visiting the said Residential Flat use only the paid common toilets and while so using, keep the common toilets clean and dry.
- tt.** not obstruct the Developer/ Association (upon formation) in their acts relating to the Residential/Commercial Common Areas, amenities and facilities.
- uu.** be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Residential Flat in the records of the concerned authorities within a period of three (3) months and shall keep the Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Developer due to non-fulfilment and/or non-observance of this obligation by the Buyer(s);



**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(PREMISES)**

**ALL THAT** piece and parcel of converted Bastu land and Recorded Bastu land being a composite block, measuring total about **97 Decimals** within Mouza Bahargram, J.L. No. 076, within the ambit of Panskura Municipality, Ward No. 008, Police Station Panskura, District Purba Medinipore, PIN-721152 together with all sorts of easement right over the Zilla Parisad Road on the Eastern side of the said property::

**The particulars of the land AND ownership of such land mentioned in the table hereunder:**

| <b>PROPERTY OF LAND OWNER no. 1 : SUSIL KUMAR MAITI</b><br><br><b>WITHIN Mouza- Bahargram</b><br><b>(J.L.)- 76, P.S. Panskura</b><br><b>Dist. Purba Medinipur</b> |  |                                      |
|---|--|--------------------------------------|
| R.S.<br>Dag   | L.R. Dag                                 | Area of land<br>(classification)     |
| <b>235</b>  | <b>285</b><br>(L.R. Khatian No.<br>4325) | <b>12 Decimals</b> (converted Bastu) |
| <b>236</b>  | <b>286</b><br>(L.R. Khatian No.<br>4325) | <b>07 Decimals</b> (converted Bastu) |
| <b>237</b>  | <b>287</b><br>(L.R. Khatian No.<br>4325) | <b>05 Decimals</b> (recorded Bastu)  |
| <b>658</b>  | <b>534</b><br>(L.R. Khatian No.<br>4325) | <b>08 Decimals</b> (converted Bastu) |
| <b>TOTAL AREA OF LAND <u>32 DECIMALS</u></b>  |  |                                      |

**AND**

| <b>PROPERTY OF LAND OWNER no. 2 : ASIM KUMAR MAITI</b><br><br><b>WITHIN Mouza- Bahargram</b><br><b>(J.L.)- 76, P.S. Panskura</b><br><b>Dist. Purba Medinipur</b> |  |                                      |
|--|--|--------------------------------------|
| R.S.<br>Dag  | L.R. Dag                                 | Area of land<br>(classification)     |
| <b>655</b>   | <b>541</b><br>(L.R. Khatian No.<br>3935) | <b>07 Decimals</b> (recorded Bastu)  |
| <b>651</b>   | <b>540</b><br>(L.R. Khatian No.<br>3935) | <b>08 Decimals</b> (converted Bastu) |
| <b>654</b>   | <b>537</b><br>(L.R. Khatian No.<br>3935) | <b>15 Decimals</b> (recorded Bastu)  |
| <b>658</b>   | <b>534</b><br>(L.R. Khatian No.<br>3935) | <b>07 Decimals</b> (converted Bastu) |
| <b>TOTAL AREA OF LAND <u>37 DECIMALS</u></b>   |  |                                      |

AND

| <b>PROPERTY OF LAND OWNER no. 3 : SUPRABHAT MAITI</b><br><br><b>WITHIN Mouza- Bahargram</b><br><b>(J.L.)- 76, P.S. Panskura</b><br><b>Dist. Purba Medinipur</b> |  |                                      |
|---|--|--------------------------------------|
| R.S.<br>Dag   | L.R. Dag                                 | Area of land<br>(classification)     |
| <b>657</b>  | <b>535</b><br>(L.R. Khatian No.<br>4314) | <b>05 Decimals</b> (converted Bastu) |
| <b>656</b>  | <b>536</b><br>(L.R. Khatian No.<br>4314) | <b>06 Decimals</b> (converted Bastu) |

|  |  |                                      |
|--|--|--------------------------------------|
| <b>655</b>                                   | <b>541</b><br>(L.R. Khatian No.<br>4314) | <b>09 Decimals</b> (recorded Bastu)  |
| <b>658</b>                                   | <b>534</b><br>(L.R. Khatian No.<br>4314) | <b>08 Decimals</b> (converted Bastu) |
| <b>TOTAL AREA OF LAND <u>28 DECIMALS</u></b> |  |                                      |

**Total 97 Decimals land is a composite block is being butted and bounded by as follows and more specifically delineated by colour RED in the annexed site Map/Plan:**

**On the North: - land of R.S. Plot 239 & other Plots;**  
**On the South: - land of R.S. Plot 660 & other Plots;**  
**On the East:- Zilla Parishad Road ;**  
**On the West: land of R.S. Plot 663 & other Plots;**

**THE SECOND SCHEDULE ABOVE RERERRED TO**

**(THE SAID FLAT/ (OR COMMERCIAL UNIT) AND THE PROPERTIES APPURTENANT THERETO)**

**ALL THAT**, the Apartment being Apartment No. \_\_\_\_\_, situated on the **First / Second / Third Floor** (strike out whichever is inapplicable) of the building constructed upon and forming part of the land comprised in and forming the Said Premises (as more fully described in the **FIRST SCHEDULE** hereinabove), having a **Carpet Area measuring** \_\_\_\_\_ **square feet** in accordance with the definition under the Real Estate (Regulation and Development) Act, 2016, an **estimated Super Built-Up Area measuring** \_\_\_\_\_ **square feet**, and a **Built-Up Area measuring** \_\_\_\_\_ **square feet**, AND a covered Car Parking Space having a **Carpet Area measuring** \_\_\_\_\_ **square feet** on the Ground Floor, together with the proportionate, undivided, indivisible and impartible share and interest in the land underneath the building and the Said Premises attributable thereto;

**TOGETHER WITH** all rights, title, easements, advantages, privileges, liberties and appurtenances belonging to or in any manner enjoyed with the said Apartment, including the right of use of the common entrances, lobbies, staircases, lifts, corridors, pathways, service areas, facilities, installations, passages, equipment, infrastructure, water storage facilities, drainage, sewerage lines, power supply systems and all other Common Areas and Common Facilities as defined under applicable law and/or the governing documents of the Project;

### **“THE SHOP/ COMMERCIAL UNIT”**

**ALL THAT** the Commercial Unit/Shop being No. \_\_\_\_\_ on the Ground/First floor (of the Block- A/B/C under construction on a demarcated portion of the land comprised within the Said Premises being the Commercial Section) having a carpet area of \_\_\_\_\_sq.ft., more or less, aggregating to a super built-up area of \_\_\_\_\_sq.ft., more or less as shown on the Plan annexed hereto marked \_\_\_\_\_ and bordered in color “\_\_\_\_\_” **along with** the undivided pro rata share of the Allottee in the Common Areas allotted for only commercial Unit owners, **together with** all right, advantages, easements and privileges appurtenant thereto.

**TOGETHER WITH** all rights, title, easements, advantages, privileges, liberties and appurtenances belonging to or in any manner enjoyed with the said Unit/Shop, including the right of use of the common entrances, corridors, pathways, service areas, facilities, installations, passages, equipment, infrastructure, water storage facilities, drainage, sewerage lines, power supply systems and all other Common Areas and Common Facilities of **exclusively over the Commercial Section** as defined under applicable law and/or the governing documents of the Project;

AND subject to the restrictions, regulations, conditions, covenants and obligations applicable to the said complex and the buildings of which it forms a part, together with such rights as are incidental or appurtenant thereto and are necessary for its peaceful, beneficial, permanent and lawful use and occupation but excluding exclusive or proprietary rights over any portion of the Common Areas not specifically allotted.

**The Flat No. “\_” OR Commercial Unit is being butted & bounded by, and a Map annexed herewith earmarking the layout of the Flat as well as Car Parking space by RED line :**

ON THE NORTH :  
ON THE SOUTH :  
ON THE EAST :  
ON THE WEST :

**THE THIRD SCHEDULE ABOVE REFERRED TO**

The Buyers shall be entitled to the use and enjoyment of the Common Portions and Common Amenities and Facilities of the Complex strictly in accordance with their respective nature and status of ownership and occupancy. It is expressly clarified that the mode, extent and manner of use of such Common Portions, Amenities and Facilities shall vary between the Commercial Section and the Residential Section of the Complex, as each category is subject to distinct operational norms, usage restrictions and functional requirements. Accordingly, every Buyer, and his/her/their successors-in-interest, shall be entitled to such rights of access and use only to the extent applicable to the specific category (Residential or Commercial) in which the Buyer's Unit is situated, and strictly subject to compliance with the applicable rules, regulations and conditions governing such usage.

**PART-I**

**(The Common areas, Parts and Portion of residents of Residential Section)**

**“The Buyers/Occupants of the *Sefali Complex* shall be entitled to avail and enjoy the common amenities and facilities of the said Complex; however, such rights shall at all times be subject to strict adherence to, and compliance with, the restrictions and conditions of use as more fully set forth in *Schedule-F* hereunder written.”**

1. Internal roads, pathways, passages and driveways and Security Guard Room.
2. Electronic Elevators; residential stair, typical lobby;
3. Basements, basement ramps of all blocks in common;
4. Streetlights, Campus lights and fixtures, electrical installations.

5. Right to use campus Road ;
6. Underground/Overhead water reservoir, water pumping station and pump house.
7. Pumps and Pumps Accessories.
8. Sewage, septic tanks and drainage system.
9. Water distribution network, rooftop water storage tank;
10. All infrastructural facilities / works including water storage tanks for firefighting arrangement, Water supply bore wells, Sewerage, drainage, water supply and accessories thereto.
11. All electrical installations / works including panels, cables, cable trench and accessories thereto.

#### **PART-II**

#### **(The Common areas, Parts and Portion of Shop keepers of Commercial Section)**

**“The Buyers/Occupants of the *Sefali Complex* shall be entitled to avail and enjoy the common amenities and facilities of the said Complex; however, such rights shall at all times be subject to strict adherence to, and compliance with, the restrictions and conditions of use as more fully set forth in *Schedule-F* hereunder written.”**

1. Internal roads, pathways, passages and driveways;
2. Right to use campus Road;
3. **Commercial Stair case, commercial typical lobby;**
4. **Right to pass through commercial lobby (subject to adhere the restrictions mentioned in Schedule- F)**
5. **5. Paid toilets in the Ground Floor;**

#### **THE FOURTH SCHEDULE ABOVE REFERRED TO** **(EASEMENTS OR QUASI-EASEMENTS)**

(The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Seller and/or the Society and/or the Association of Co-owners and/or the Service Company of the New Building.

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the New Building as aforesaid for the ownership and use of common part or parts of the New Building including its installations staircases electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity, water and soil from and to any part (other than the Said **FLAT (OR COMMERCIAL UNIT)** of the other part or parts of the New Building through pipes, drains, wires, conduits lying or being under through or over the said **FLAT (OR COMMERCIAL UNIT)** so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the new building for all purpose whatsoever.
3. The right of protection for other portion or portions of the New Building by all parts of the said **Flat (OR Commercial Unit)** as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said **FLAT (OR COMMERCIAL UNIT)** or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the New Building.
4. The right by the Seller and/or occupier or occupiers of other part or parts of the New Building for the purpose of free ingress and egress to and from such other part or parts of the New building, the front entrances staircase, electrical installation open and covered space and other common passage or paths of the New Building.
5. The right of the Seller/Service Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said **Flat (OR Commercial Unit)** for the purpose of repairing so far as may be necessary such pipes drains wires and conduit under basement/overhead Reservoir, firefighting equipment as aforesaid **PROVIDED ALWAYS** the Seller and other person or persons shall give to the Purchaser twenty four hours prior notice in writing of their intention of such entry as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the said **Flat (OR Commercial Unit)** or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING** unto the Seller the rights easements, quasi-easements privileges and appurtenances hereinafter more particularly set forth in the fourth schedule hereto.
2. The right or access and passage in common with the Seller and/or the co-owners and occupiers of the new Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in the New Building and the Said Premises.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said **Flat (OR Commercial Unit)** with or without vehicles over and along the drive-ways and pathways PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Seller/the Society/Service Company along such drive way and path ways as aforesaid.
4. The right of support shelter and protection of the said **Flat (OR Commercial Unit)** by or from all parts of the New Building so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the said **FLAT (OR COMMERCIAL UNIT)** through pipes drains wires and conduits lying or being in under or over the New Building and the Said Premises so far as may



be reasonable necessary for the beneficial occupation of the said **FLAT (OR COMMERCIAL UNIT)** and for all purposes whatsoever.

**6.** The right with or without workmen and necessary materials for the purchaser to enter from time to time upon the other parts of the New Building and the said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said **Flat (OR Commercial Unit)** in so far as such repairing or cleaning any parts of the Said **Flat (OR Commercial Unit)** in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours previous notice in writing of its intention so to enter to the owners and occupiers of the other **Flat (OR Commercial Unit)s** and portion of the Building.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(MAINTENANCE CHARGES)**

**1.** All proportionate costs of maintenance, operations, repairs, replacement services, Power supply Generator maintenance on regular basis, and building exterior painting, rebuilding, reconstructing, decorating, redecorating of all other common areas/parts its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.

**2.** The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, sweepers, liftmen etc.

**3.** Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion, etc. if insured.

4. Expenses for supplies of common utilities, electricity, water charges etc. payable to any concerned authorities and/or Organization and payment of all other incidental thereto.

5. All common expenses for maintaining roof, white washing, painting, repairing, renovating the common areas, installations including generator, water pump with motor, salaries of the watchman/caretaker, establishment of the association of the **Flat (OR Commercial Unit)** owners common maintenance for common interest of all the **Flat (OR Commercial Unit)** owners etc as decided by majority of all the **Flat (OR Commercial Unit)** owners of the said premises.

## SCHEDULE- F

### **Regulatory Covenants & Project uses restrictions**

#### **(RESTRICTIVE COVENANTS GOVERNING USE OF DESIGNATED COMMERCIAL SERVICE AREA OF SEFALI COMPLEX)**

It is hereby expressly agreed and declared that the eight to ten-feet (as allotted to buyer) wide space adjoining and situated in front of all commercial shops on the Ground Floor and around the outer periphery of the Complex, as shall be specifically earmarked by the Developer in the sanctioned plan or layout, and which is permitted to be used by the respective shopkeepers solely in the capacity of a licensee for business-related activities, display, or ancillary commercial purposes, shall be designated and treated as **Commercial Service Area**. The said space shall not constitute part of the saleable area of any shop unit, nor shall its use confer upon any shopkeeper any right, title, interest, easement, tenancy, possession, or permanent entitlement. The continued use of such space shall remain subject to applicable rules, licence terms, regulatory conditions, and payment of license fees or charges as may be levied by the Developer and/or the Commercial Association from time to time. Any unauthorized extension, enclosure, alteration, construction, obstruction, or exclusive claim over the said space is strictly prohibited and shall constitute a material breach of this Agreement.

The Allottee(s)/Purchaser(s) of Commercial Units situated on the Ground Floor (hereinafter referred to as the “**Shop Owners**”) hereby expressly agree, accept and undertake that the use of the designated **Commercial Service Area** of the Project shall be strictly governed by the following terms, restrictions and obligations:

#### **1. Nature of Right – Limited Licence Only:**

The Shop Owners acknowledge that the right to use the Service Area is a non-exclusive, temporary and revocable licence, granted solely for facilitating commercial functioning and convenience. No Shop Owner shall claim any right, title, easement, ownership, tenancy or adverse possession over the said Service Area at any time.

2. **Permitted Use:**

Shop Owners shall be permitted to utilize the Service Area admeasuring approximately **10 (Ten) feet in width** adjacent to their respective units, only for business-related ancillary purposes such as temporary keeping of vegetables, perishable goods, delivery materials, or similar commercial items directly associated with their respective business operations.

3. **Restriction on Time of Usage:**

The use of the Service Area for storage or display of goods shall be permitted **only up to 8:00 p.m. to 8:00 a.m.** of each business day. No article, material, good, or object shall remain stored or placed in the Service Area **after expiry of permitted timeline.**

4. **Mandatory Clearance:**

The Shop Owners shall **completely vacate and clear** the Service Area after 8:00 a.m. on each business day. Any non-compliance shall constitute a violation of the conditions herein and may attract penalties determined by the Maintenance Agency or the Association.

5. **Loading and Unloading of Goods:**

The Service Area may be used for temporary loading and unloading activities during business hours. Such use shall not impede free movement, block pathways, or hinder access to any unit, emergency exit or fire-safety corridor.

6. **Prohibition on Parking:**

No Shop Owner or its agents, employees or vendors shall park or cause any vehicle, 360torized cart, handcart or trolley to be stationed in the Service Area except during the actual act of loading or unloading. Over day or prolonged parking is prohibited.

7. **Compliance With Laws:**

Use of the Service Area shall be subject to and in accordance with the National Building Code, Fire Safety Rules, Municipal By-laws, Environmental

Regulations, and Government Notifications, including modification or revised norms issued from time to time.

**8. Maintenance Responsibility:**

The Service Area shall be managed and maintained by the Association of Allottees of Commercial Area (AoA) upon its formation under Section 11(4)€ of RERA. Until such formation, maintenance shall vest with the Promoter or designated Maintenance Agency.

**9. Cleaning and Hygiene Obligations:**

Each Shop Owner shall ensure cleaning of the portion of the Service Area used by them at least twice daily, once during business operations and once after closure, and shall ensure that no waste, residue, perishables, packaging, cartons, oil, water or debris remain in the Service Area.

**10.No Alterations or Installations:**

The Shop Owners shall not erect, construct, install or place any permanent or temporary obstruction, signboard, platform, structure, stall, covering, shed, enclosure, grill, shutter or display counter in the Service Area.

**11.No Nuisance or Hazard:**

The Shop Owners shall ensure that the use of the Service Area does not cause obstruction, nuisance, foul odour, damage, health hazard, public inconvenience, encroachment, fire risk, or pollution.

**12.Penalties and Revocation:**

In case of breach of any condition herein, the Association or Promoter reserves the right to impose reasonable penalties, restrict further use, recover restoration charges, and revoke licence without prejudice to any legal remedies available.

**13.Indemnification Clause:**

The Shop Owners shall indemnify and keep indemnified the Promoter, Association of Allottees, Maintenance Agency and other Allottees from any claim, penalty, municipal action, legal consequence, loss or damage arising from misuse or breach of the terms herein.

**(RESTRICTIVE COVENANTS GOVERNING INTERNAL ROAD & DEVELOPER'S RETAINED AREA)**

The Allottee(s)/Purchaser(s) of any Commercial or Residential Unit within the Project hereby acknowledge, accept and covenant that the use, control, and limitations associated with the **Internal Road** and the portion of land designated as the **DEVELOPER'S RETAINED AREA** shall be governed strictly by the following binding terms and conditions. These covenants shall run with the land and shall be enforceable against all present and future Users, Occupants, Allottees, Transferees, or Claimants of any Unit in the Project.

**A. INTERNAL ROAD REGULATIONS**

**1. Purpose and Layout:**

An internal road shall be laid out around the Project (hereinafter referred to as the *Internal Road*) for use as a movement corridor for vehicles and logistical operations related to the Project.

**2. Maintenance Responsibility:**

The Internal Road shall be maintained, repaired, resurfaced, cleaned, and managed by the Association of Commercial Unit Owners or the Maintenance Agency designated until formation of such Association.

**3. Periodic Repair and Upkeep:**

The Internal Road shall be periodically repaired and maintained at least once every year, and as required, to ensure its smooth usability and safe condition for all occupants.

**4. Permitted Use:**

The Internal Road may be utilized for:

- a) Temporary loading and unloading of goods related to Ground Floor commercial shops;
- b) Passage and vehicular movement for residential unit owners and visitors;
- c) Movement of fire tenders, emergency services, ambulance, and utility vehicles.

**5. Prohibition on Parking:**

Parking, halting, or long-stationing of any motor vehicle, delivery van, hand cart, two-wheeler, or any movable object on the Internal Road is strictly prohibited except during actual loading or unloading activity.

**6. No Obstruction:**

No person shall cause obstruction, congestion, or hindrance to vehicular or emergency movement on the Internal Road. Goods, debris, crates, garbage bins, trolleys, or equipment shall not be placed or stored on the Internal Road at any time.

**7. Compliance With Law:**

All usage of the Internal Road shall comply with the National Building Code (NBC), Fire Safety Guidelines, and Municipal Directions as may be amended from time to time.

**B. DEVELOPER'S RETAINED AREA REGULATIONS**

**1. Nature and Ownership:**

The portion of land situated between the Internal Road and the Boundary Wall of the Project is hereby identified and designated as the DEVELOPER'S RETAINED AREA. This area shall remain the exclusive property and control of the Developer, and no allottee shall acquire any right whatsoever over the said space.

**2. No Adverse Claim:**

The Allottee(s) expressly agree and acknowledge that they shall not claim ownership, possession, easement, usage right, adverse possession, or encroachment rights, nor raise any dispute, legal or otherwise, with respect to the DEVELOPER'S RETAINED AREA.

**3. Restriction on Use:**

The DEVELOPER'S RETAINED AREA shall not be used for parking, storage of goods, erection of permanent or temporary structures, signage, advertisements, business displays, waste dumping, gardening, or any form of encroachment.

**4. No Alteration or Modification:**

No person or Allottee shall alter, dig, pave, install utilities, or modify the DEVELOPER'S RETAINED AREA without express prior written consent of the Developer.

**5. Developer's Rights:**

The Developer shall retain the full and unfettered right to:

- a) Install utilities, signage, landscaping, illumination, or security infrastructure;
- b) Restrict, regulate, or prohibit access;

c) Fence, gate, beautify, modify, or repurpose the area for any permissible use under applicable law in future.

**6. Future Use Flexibility:**

The Developer shall retain full and exclusive rights over the DEVELOPER'S RETAINED AREA, including the right to redesign, further develop, construct, install utilities or services, sell, lease, license, or otherwise commercially utilize the said area in any lawful manner, including but not limited to the installation of a vehicle weighing machine ('Kanta') in the future. By executing this Agreement, the Allottee expressly acknowledges and agrees that no objection, claim, or right shall arise now or at any future time in respect of such use, development, or commercial activity carried out by the Developer within the DEVELOPER'S RETAINED AREA."

**(RESTRICTIVE COVENANTS GOVERNING THE DEVELOPER'S RETAINED AREA )**

The Allottee(s) and/or Purchaser(s) of any Unit (residential or commercial) within the Project hereby expressly agree, acknowledge, confirm and covenant that the land area designated and demarcated within the approved layout as the **DEVELOPER'S RETAINED AREA** shall remain the **exclusive property, control and usage domain of the Developer** and shall be governed by the following terms, conditions and restrictions. These covenants shall attach to the land, run with the title, and be binding upon all existing and future owners, occupiers, tenants, transferees, and claimants of any Unit within the Project.

**1. Ownership and Control**

1.1 The DEVELOPER'S RETAINED AREA shall remain the *exclusive property of the Developer*, and no right, title, claim or interest of any nature shall accrue to any Unit Owner, Association or Occupant by reason of proximity, access or usage.

1.2 The Developer shall have full authority to regulate, manage, license, modify, restrict or utilize the DEVELOPER'S RETAINED AREA at its sole discretion in a lawful manner.

**2. Permitted Uses by Developer**

2.1 The Developer shall be entitled to use the DEVELOPER'S RETAINED AREA for any lawful purpose, provided such use does not violate applicable municipal laws, environmental regulations, fire safety norms or public policy.

2.2 Without prejudice to the generality of the above, the Developer may:

- a) Install generators, transformers, utilities, air-conditioning plants, solar systems, or machinery, provided the same does not cause unreasonable nuisance or health hazard to Unit Owners.
- b) Operate or allow paid parking facilities including temporary, permanent, open or sheltered systems.

- c) License or allot temporary business kiosks, stalls, food counters, storage cabins, or trade spaces, with temporary sheds or modular structures permitted under building rules.
- d) Install and operate a **weighbridge ("Kanta")** or similar commercial measuring equipment and charge users for such facility.
- e) Install security rooms, CCTV posts, fire hydrant network, utility rooms, EV charging points, signage towers, or communication infrastructure.
- f) The Developer has constructed a wide internal corridor and passage on the commercial portion of the First Floor of each commercial blocks. The Developer shall retain the exclusive right to grant licenses, permissions, or permits for establishing temporary or permanent business stalls, kiosks, or similar commercial activities in the said corridor or passage, and may collect license fees or other charges for such use. By executing this Agreement, all Commercial Unit Owners expressly agree and acknowledge that they shall have no right to object, dispute, or interfere with the Developer's aforesaid rights, either now or in the future;

### **3. Prohibited Use by Unit Owners**

3.1 No Allottee, Purchaser, Tenant, Association or Occupant shall:

- Park any vehicle, two-wheeler, commercial van, delivery cart or similar object in the DEVELOPER'S RETAINED AREA.
- Keep, dump, store, display or accumulate goods, cartons, construction materials, garbage or business stock.
- Install signage, hoardings, banners, fencing, advertisement boards or display materials.
- Claim easementary or usage rights by passage of time, necessity or convenience.

3.2 No behavioral, legal or possessory claim shall ever arise in favour of any owner based on tolerance, permissive allowance, or non-objection by the Developer.

### **4. Right to Fence, Restrict or Modify Access**

4.1 The Developer may, at its discretion, fence, barricade, gate, segregate, secure or restrict access to the DEVELOPER'S RETAINED AREA.

4.2 The Unit Owners or the Association shall not interfere with, obstruct or challenge such measures.

### **5. Future Development and Commercialization**

5.1 The Developer reserves full liberty to:

- Lease, license, commercialize, assign usage rights or permit regulated paid use of the DEVELOPER'S RETAINED AREA.
- Upgrade, modify, reroute, repurpose or redesign the DEVELOPER'S RETAINED AREA subject to lawful development permissions.



5.2 No consent of the Association or Unit Owners shall be required for such decisions.

**6. Non-Derogation and Non-Interference**

6.1 No person shall object to, impede, litigate or raise grievance against the lawful commercial, infrastructural or operational use of the DEVELOPER'S RETAINED AREA.

6.2 The Developer's right herein shall be perpetual, unconditional, superior and non-derogable.

**7. Indemnity**

All Unit Owners agree to indemnify and keep indemnified the Developer against any loss, penalty, municipal action, litigation, claim or liability arising out of unauthorized entry, storage, parking or attempted encroachment upon the DEVELOPER'S RETAINED AREA.

**8. Binding Effect**

These covenants shall be:

- Irrevocable and enforceable,
- Binding upon successors, assigns, legal heirs, and transferees, and
- Incorporated into the Association Bye-laws and Deed of Declaration.

**C. GENERAL CONDITIONS**

**1. Penalties for Violation:**

Any violation of the above restrictions shall attract penalties imposed by the Association or Developer and may result in revocation of any temporary rights of usage granted herein.

**2. Indemnity:**

Allottees shall indemnify and hold harmless the Developer and the Association from any claim, liability, damage, penalty, or legal consequence arising from wrongful usage or breach of these covenants.

**3. Binding Effect:**

These covenants are perpetual in nature, shall form an integral part of all transactional documents, and shall bind the heirs, successors, purchasers, tenants, licensees, occupiers, or assigns of the Allottee.

#### **USE OF INTERNAL ROAD & DEVELOPER'S RETAINED AREA**

This area is governed by restrictive covenants. All unit owners, tenants, staff, delivery personnel and visitors are required to adhere to the following:

- Internal Road is strictly for movement of vehicles, temporary loading/unloading and emergency access.
- No Parking is permitted at any time on the Internal Road.
- No goods, construction materials, commercial articles, debris, garbage, or personal property may be kept or stored on the Internal Road.
- DEVELOPER'S RETAINED AREA (located between the internal road and boundary wall) is private property of the Developer.
- No usage rights exist on the DEVELOPER'S RETAINED AREA. No parking, no encroachment, no display, no storage, and no structural installation is allowed in this area.
- Violations may attract penalties, removal costs, and legal action.

#### **(RESTRICTIVE COVENANTS REGARDING STRUCTURE, FUTURE DEVELOPMENT, BASEMENT ACCESS & RESIDENTIAL SECURITY)**

The Allottee(s)/Purchaser(s) of any Residential or Commercial Unit within the Project hereby expressly acknowledge, accept, and covenant that the following terms and conditions shall apply to the development, use, access, and rights of the Buildings, Basements, Future Construction and Common Facilities within the Project. These covenants shall be binding upon all present and future Unit Owners, Occupants, Licensees, Tenants, Heirs, Administrators, Successors and Assigns and shall run with the property.

#### **BUILDING STRUCTURE AND FUTURE DEVELOPMENT RIGHTS**

1.1 The Project consists of **three (03) building blocks**, each designed and sanctioned as **Basement + Ground + Four (04) Upper Floors**, subject to approval of competent authorities.

1.2 The Allottee(s) hereby acknowledge that the **Developer has expressly reserved the right** to construct **additional floors up to Three (03) or Four (04)** storeys over the existing structure, as the foundation, columns, beams and reinforcement have been designed and executed to support such vertical expansion.

1.3 The Purchasers unequivocally agree, consent and accept that:

- Such additional construction shall not constitute alteration of common areas.

- No objection, injunction, resistance or legal challenge shall be maintainable.
- Signing this Agreement constitutes **binding consent** under Section 14 of RERA and applicable building and civic laws.

1.4 The Developer shall be entitled to obtain additional sanction(s), revised building plans, FAR/FSI benefits, TDR, or any permissible rights in future without requiring consent from any Purchaser or Association.

## **2. BASEMENT STRUCTURE AND PERMITTED USE**

2.1 The Project shall comprise Three (03) Basements, each being structurally and functionally interconnected across all three Blocks to enable seamless internal movement. The Occupants of each Block shall have the lawful right of ingress, egress, access, movement and usage throughout the entirety of the said interconnected basement floors, whether as pedestrians or with private vehicles, subject always to the rules, restrictions and operational protocols governing the mode and manner of use as may be prescribed, modified or imposed from time to time by the Developer or its authorized management body.

2.2 The basements shall be utilized exclusively for:

- Car parking and two-wheeler parking of **Residential Unit Owners only**;
- Internal service utilities and emergency access.

2.3 **Commercial Unit Owners, their staff, delivery personnel, customers, or visitors are strictly prohibited** from accessing, entering, parking, stopping, storing, or using any portion of the basement(s).

2.4 Any unauthorized entry by Commercial Unit Owners or outside persons shall authorize the Developer, Association, Facility Management staff or Security Personnel to:

- Deny or block access;
- Expel such persons immediately;
- Impose penalty or fine for non-compliance.

## **3. ACCESS CONTROL TO LIFTS, STAIRS AND ROOFTOP**

3.1 Lift access from basement levels shall be **exclusive to Residential Users only**.

3.2 No Commercial Unit Owner, their staff, agents, delivery persons or customers shall be permitted access to:

- Basement passenger lifts
- Residential lift lobbies
- Residential staircases
- Rooftop areas

- Any restricted residential common area.

3.3 Any breach of this clause shall authorize the Facility Management or Security staff to:

- Restrict access immediately;
- Remove unauthorized persons;
- Levy applicable fines or penalties.

3.4 The rooftop, overhead tanks, solar equipment, mechanical rooms, and technical spaces shall remain restricted and accessible only to:

- Developer
- Facility Management Team
- Licensed technicians
- Residential Association

and **not to any Commercial Unit owner.**

#### **4. SECURITY, PRIVACY & RESIDENTIAL SAFETY OBLIGATIONS**

4.1 The residential portion of the Project shall be treated as a protected zone ensuring privacy, safety and security of families residing therein.

4.2 Commercial Unit owners, employees, customers or delivery staff shall **not loiter, remain stationed, or access residential corridors, lobbies, floors, or amenities.**

4.3 **Visitor movement may be recorded, screened or restricted** via access control systems, surveillance systems or security personnel.

4.4 The Resident's Association may impose:

- Access card systems
- CCTV monitoring
- Boom barriers
- Parking label identification
- Identity verification

to maintain separation of residential and commercial activity.

#### **5. USE OF COMMON AMENITIES**

5.1 Recreational spaces, Lift, typical corridors, roof, basement ramp and other amenities shall be strictly restricted to Residential Users.

5.2 Commercial Unit Owners shall have **no right, entitlement or claim** over such amenities.

## **6. NON-DEROGATION, ENFORCEMENT & INDEMNITY**

6.1 These covenants are irrevocable, perpetual and enforceable through:

- Penalty
- Access deactivation
- Legal action
- Suspension of common facility usage

as determined by the Developer initially and thereafter by the Association.

6.2 The Allottee(s) shall **indemnify and hold harmless** the Developer and/or Association from any claims, liabilities, damages or disputes arising from violation or misuse of these restrictions.

## **7. BINDING NATURE**

Execution of this Agreement constitutes conclusive acknowledgment and acceptance of the above restrictions and no person shall contest or obstruct the lawful implementation or continuation of these covenants.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

## **SIGNED SEALED AND DELIVERED**

In the presence of:

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**Signature of the Seller/Developer/constituted attorney of the Owner**

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**Signature of the Buyer(s)**

**Prepared by:**

**Ayan Sarkar**

Advocate

D.R.T.- Kolkata

Mob: +91-9836246598

## **MEMORANDUM OF CONSIDERATION**

### **AND THIS DEED FURTHER WITNESSES THAT:**

In consideration of the transfer, conveyance and assignment of the said Apartment and Carparking space together with the proportionate undivided share in the land and the rights appurtenant thereto, the Purchaser has paid and the Seller/Developer has received from the Purchaser the total agreed sale consideration of **Rupees** \_\_\_\_\_  
(\_\_\_\_\_) **only**.

The said consideration represents the full and final price payable in terms of the **Registered Agreement for Sale bearing No.** \_\_\_\_\_ **dated** \_\_\_\_\_, **executed between the Parties**, inclusive of all instalments, charges and payments as stipulated therein, and subject to applicable statutory taxes, levies and fees which have been duly discharged by the Purchaser.

The payment of the said total consideration has been made by the Purchaser to the Seller/Developer in the following manner:

**Sl. No. Mode of Payment Instrument / UTR / Cheque No. Date of Payment Amount**

- 1.
- 2.
- 3.
- 4.

**WITNESSES:**

1.

2.

**Signature of the Seller/Payee**