

# Earthwork Nirman Private Limited

(A Banyan Tree Group Company)

CIN : U45400WB2009PTC132161



## SALE DEED

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

EARTHWORK NIRMAN PVT. LTD.

Director

### Registered Office

Sunland Residency, Block - 1,  
First Floor, Jagardanga  
Kolkata - 7000136, W.B

### Administrative Office

Suite 208, Haute Street  
86A Topsia Road (South), Kolkata - 700 046  
Telephone : (033) 6613 8972  
GSTIN : 19AACCE2035N1ZJ

# Earthwork Nirman Private Limited

(A Banyan Tree Group Company)



CIN : U45400WB2009PTC132161

BETWEEN

**EARTHWORK NIRMAN PRIVATE LIMITED (PAN : AACCE2035N), (CIN NO. : U45400WB2009PTC132161)**, a company incorporated under the Companies Act, 1956, having its Registered Office at Sunland Residency, Block -1, First Floor, Jagardanga, Post Office Rajarhat Gopalpur, Police Station Narayanpur, Kolkata - 700 136, represented by its authorized signatory **MR. PRABIR ROY CHOWDHURY (PAN : ADIPR1841H), (AADHAAR NO. : 3291 9498 7795)**, son of Late Netai Roy Chowdhury, by Faith- Hindu, by Occupation-Business, by Nationality- Indian, residing at BF-14, Salt Lake, Sector-I, Post Office - CC Block, Police Station Bidhannagar (North), Kolkata 700 064, District 24 Parganas North, West Bengal hereinafter collectively refer to as **PROMOTER / DEVELOPER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successor in interest, heirs representatives, administrators, executors and assigns) of the **FIRST PART.**

AND

**GSPR DEVELOPERS PRIVATE LIMITED (PAN AABCJ2378Q), (CIN No. CU70102WB1982PTC035139)** a company incorporated under the Companies Act 1956 having its registered office at Akshay Niloy Housing Complex, Block C/1, Flat No 1 B, Ground Floor Narayanpur, Police Station Airport, Post Office Rajarhat Gopalpur, Kolkata 700 136, represented by its Director **MR SUBHASH CHAND KHANDLWAL (PAN No AEUPK9157J), (Aadhar No. 6302 0448 9674)**, son of Mr. Debi Prasad Khandelwal, by faith Hindu, by nationality Indian, by occupation Business, residing at Flat No. 4, 9<sup>th</sup> Floor, Block G, Forum Pravesh, Premises no. 212, Girish Ghosh Road, Police Station Belur, Post Office Belur, Howrah 711 202, hereinafter refer to as **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its respective legal representatives, administrators, executors, successors and assigns) of the **SECOND PART.**

AND

**MR./MRS./MS..... (PAN : .....)** (**AADHAAR NO.:** .....), son/daughter/wife of Mr./Late ....., by Faith ....., by Occupation ....., by Nationality Indian residing at Premises no. ...., Police Station ....., Post Office ....., Pin ....., District ....., hereinafter called and referred to as the **PURCHASER/S** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, executors, administrators, representatives and assigns) of the **THIRD PART.**

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

**WHEREAS:**

- Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- The Owner is the absolute owner of **ALL THAT** piece and parcel of land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet out of total land admeasuring 95 Decimals comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and land admeasuring 1 Bigha, 11 Cottahs and 7 Square Feet out of 87 Decimals comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 2 Bighas, 18 Cottahs, 6 Chittacks and 19 Square Feet lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263 corresponding to L.R.

## Registered Office

Sunland Residency, Block - 1,  
First Floor, Jagardanga  
Kolkata - 7000136, W.B

## Administrative Office

Suite 208, Haute Street  
86A Topsia Road (South), Kolkata - 700 046  
Telephone : (033) 6613 8972  
GSTIN : 19AACCE2035N1ZJ

Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation described in the **FIRST SCHEDULE** hereunder written. Devolution of title of the Owner to the said Premises is set out in the **FIFTH SCHEDULE** hereunder written.

- C. By and in terms of the Development Agreements (as hereinafter defined), the Owner permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Promoter had obtained the sanctioned plan for the Project from the Bidhannagar Municipal Corporation and other concerned authorities as mentioned in the Definition No.xvii (being the definition of Plan) hereinbelow.
- F. The Promoter had registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 at Kolkata on \_\_\_\_ \_\_\_\_ 2023 bearing registration No. \_\_\_\_\_.
- G. By an Agreement for Sale dated \_\_\_\_\_, the Promoter agreed to sell and transfer to the Allottee **All That the Designated Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- H. The Promoter has completed the construction of the Project (as hereinafter defined) in accordance with the Plan (as hereinafter defined) sanctioned by the concerned authorities and the Bidhannagar Municipal Corporation has issued Occupancy Certificate vide Office Ref. No. \_\_\_\_\_ dated \_\_\_\_\_.
- I. The construction of the Designated Unit is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee.
- J. The Promoter and the Owner have duly complied with their respective obligations contained in the said Sale Agreement and are not in default of their obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter.
- K. The Allottee has now requested the Promoter and the Owner to convey the Designated Apartment / Unit in favour of the Allottee.
- L. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Owner and the Promoter to the said Premises;
  - (ii) The rights of the Promoter under the Development Agreement;
  - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto (including the Sale Agreement);
  - (iv) The workmanship and quality of construction of the Designated Unit and the Project, including the structural stability of the same;
  - (v) The total area comprised in the Designated Unit;
  - (vi) The Occupancy Certificate.

- (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement and the matters herein stated.

**I. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same, both the Promoter and the Owner do hereby discharge the Allottee), the Owner and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (both of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the Designated Apartment / Unit described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible variable impartible share in the Common Areas and Installations described in **PART-I of the THIRD SCHEDULE** hereunder written, **TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment / Unit **TO HAVE AND TO HOLD** the Designated Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the Designated Apartment / Unit wholly and the Common Expenses (described in the **FOURTH SCHEDULE** hereunder written) proportionately and all other outgoings in connection with the Designated Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

**II. THE OWNER AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE** as follows:-

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

**III. THE ALLOTTEE DOETH HEREBY COVENANT WITH THE PROMOTER AND THE OWNER** as follows:

1. The Allottee so as to bind himself to the Promoter and the Owner and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Owner and with all the other allottees that the said Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.

**2. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas and Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.

**3. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Designated Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**4. USAGE**

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

**5. COMPLIANCE WITH RESPECT TO THE DESIGNATED UNIT:**

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

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

Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Designated Unit.

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

## 6. **ADDITIONAL CONSTRUCTIONS**

The Promoter and Owner undertake that they have no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act and save to the extent specifically mentioned in these presents or permitted by any law for the time being in force.

## 7. **NOTICES**

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

## 8. **JOINT ALLOTTEES**

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

## 9. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Indenture shall be construed and enforced in accordance with the Act and the Rules and regulations made thereunder including other applicable laws of India for the time being in force.

## 10. **OTHER PROVISIONS:**

10.1 The Allottee shall not cause any objection obstruction interference or interruption at any time hereafter in the construction or completion of construction of or in the said Building/s or other parts of the said Premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Unit) nor do anything whereby the construction or development of the said Premises or the said Premises or the sale or transfer of the other Units in the said Premises is in any way interrupted or hindered or impeded with and if due to any act matter or deed of the Allottee, the Promoter and/or the Owner are restrained from construction of the said Premises and/or transferring and disposing of the other units in the Said Building/s or the said Premises then and in that event without prejudice to such other rights the Promoter and/or the Owner may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owner for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Owner.

10.2 Save the Designated Unit, the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of the other flats / units and spaces or

servant's quarters / store-rooms or constructed areas or parking spaces at the said Premises or the Buildings thereat.

- 10.3 The Allottee shall within 6 (six) months from the date hereof apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of concerned authorities.
- 10.4 Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the Promoter and the Owner and the Allottee as follows:
- (a) The Promoter and the Owner shall have the right to grant to any person the exclusive right to park motor cars and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the buildings at the premises and also the covered spaces in the Buildings (including car parking spaces but not the one expressly provided for to the Allottee under this Indenture) in such manner as the Promoter and the Owner shall in their absolute discretion think fit and proper.
  - (b) Save the Designated Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas or car parking spaces at the said Premises and the Promoter and the Owner shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter and the Owner in their absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter and the Owner exclusively.
  - (c) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Owner shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Buildings / Blocks or any of them or any part thereof on such terms and conditions as the Promoter and the Owner may in their sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Purchaser hereby consents to the same;
- 10.5 The rights of the Allottee in respect of the Designated Unit under this Indenture can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 10.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the Designated Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.
- 10.7 The Allottee shall have no connection whatsoever with the allottees / purchasers / buyers of the other Units / Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfilment of the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby

- 10.8 The properties and rights hereby agreed to be sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner. It is further agreed and clarified that any transfer of the Designated Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 10.9 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and shall, alongwith the other allottees of the Project, also be bound and obliged, at its/their own costs, to execute all papers and documents and do all acts deeds matters and things as be required for compliance of Section 17 of the RERA and also the provisions of West Bengal Apartment Ownership Act, 1972, including to execute the declaration as required under Section 2 read with Section 10 of the West Bengal Apartment Ownership Act, 1972 as and when required, for submitting to the provisions of West Bengal Apartment Ownership Act, 1972 and vesting/transfer of the title/interest in respect of the Common Areas and Installations, proportionate share whereof is held by the Allottee herein, in favour of the Association/Maintenance Company as may be formed, at its/their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Owner fully indemnified with regard to the aforesaid provisions.
- 10.10 The Allottee shall be and remain responsible for and indemnify the Owner and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owner and the Promoter and the Maintenance In-charge against all actions claims proceedings costs expenses and demands made against or suffered by the Owner or the Promoter or the Maintenance In-charge as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 10.11 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkeep by and at the costs and expenses of the allottee thereof.
- 10.12 The Project at the said Premises shall bear the name "**SKY BREEZE**" unless changed by the Promoter from time to time in its absolute discretion.
- 10.13 The paragraph headings do not form a part of these presents and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.

**SCHEDULES**

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

**ALL THAT** piece and parcel of land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet out of total land admeasuring 95 Decimals comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and land admeasuring 1 Bigha, 11 Cottahs and 7 Square Feet out of 87 Decimals comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 2 Bighas, 18 Cottahs, 6 Chittacks and 19 Square Feet lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263 corresponding to L.R. Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation together with the common paths, passages, easements, quasi-easements, messuages, tenenements, heriditaments and butted and bounded as follows;

**ON THE NORTH:** By land comprised in Dag Nos 224,335 and 336 in Mouja Raghunathpur;

**ON THE SOUTH:** By land comprised in Dag No 44 at Mouja Raghunathpur;

**ON THE EAST:** By Road;

**ON THE WEST:** By land comprised in Dag Nos 451, 452 and 454 in Mouja Raghunathpur.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**(Designated Unit)**

**(THE SAID FLAT AND THE PROPERTIES APPURTENANT THERETO)**

**ALL THAT** piece and parcel of the Flat and/or Unit No. .... on the ..... Floor of the building being Block- ....., in Project 'SKY BREEZE' containing by estimation an carpet area of .....**Square Feet and built up area of .....Square Feet and shall have maintenance chargeable area of ..... Square Feet (Chargeable)** be the same a little more or less TOGETHER WITH the undivided proportionate share or interest common area as per the definition of Section 2(n) of the Act TOGETHER WITH Identified \_\_\_no of Car Parking Space on ground Floor for parking a medium size motor car TOGETHER WITH right to use Utility Area (if any) TOGETHER WITH right to use Attached Terrace Area (if any).

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART-I**

**A. Common Areas & Installations at the Designated Block:**

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lift of the Designated Block.
3. automatic Lift in each residential buildings with all machineries accessories and equipments (including the lift machine room) and lift well.

4. Ultimate Roof of the Building.
5. Electrical installations with main switch and meter and space required there for in the Building
6. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
7. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
8. Such other areas, installations and/or facilities as the Vendors and the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block.

**B. Common Areas & Installations at the Building Complex:**

1. Electrical installations and the accessories and wirings in respect of the Building complex and the space required there for, if installed (and if installed then at extra costs as specified herein).
2. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Residential Buildings.
3. Municipal Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
4. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
5. DG Set, its panels, accessories and wirings and space for installation of the same.
6. Community Hall with provision for AC.
7. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building complex.

**PART-II**

**(Specifications as regards constructions of and fittings and fixtures to be provided in the Unit)**

**A. STRUCTURE:** The building shall be constructed with RCC framed in accordance with the plan and drawing prepared by the Architects and sanctioned by the Bidhannagar Municipal Corporation

**B. FLOORING:**

MAIN LOBBY OF DESIGNATED BLOCK: Marble/Vitrified Tiles  
 FLOOR LOBBIES OF DESIGNATE DBLOCK: Marble/Vitrified Tiles  
 STAIRCASE: Kota Stone/Green Marble

**C. ULTIMATE ROOF OF THE DESIGNATED BLOCK:**

Water proof.

**D. UNIT:-**

- |           |                 |          |   |
|-----------|-----------------|----------|---|
| <b>1.</b> | <b>Flooring</b> | <b>:</b> | Marble/Vitrified Tiles.   |
| <b>2.</b> | <b>Walls</b>    | <b>:</b> | Putty finish.   |
| <b>3.</b> | <b>Bedrooms</b> | <b>:</b> | Marble/Vitrified Tiles.   |
| <b>4.</b> | <b>Kitchen</b>  | <b>:</b> | Antiskid ceramic Tiles flooring and Granite finish Kitchen top. |

- 5. **Bathrooms** : Flooring of Anti-skid Ceramic Tiles, Walling of Ceramic Tiles upto door height.
- 6. **Doors** : Flush Doors.
- 7. **Windows** : Aluminium Sliding.
- 8. **Electrical** : Copper concealed wiring.
- 9. **Plumbing** : Concealed pipes, White colour sanitary wares in toilet.

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

**1.**

**(Common Expenses)**

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Complex (including lifts, generators, intercom, transformer, water pump with motor, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated Block and/or the Building Complex and facilities and/or enjoyed or used by the Purchaser herein in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Property, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Block and/or the Building Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL :** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, transformer, water pump with motor, Club related equipments, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF :** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION :** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE:** Insurance premium for insurance of the Building and also otherwise for insuring the Designated Block against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS :** All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

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

- I. **WHEREAS** Bimala Bala Gyne and others were the joint owners and seized and possessed of or otherwise well and sufficiently entitled to interalia **ALL THAT** piece and parcel of "Danga" land admeasuring 1 Bigha, 16 Cottahs and 4 Chittacks comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472 and another piece and parcel of "Bagan" land admeasuring 1 Bigha, 8 Cottahs and 3 Chittacks comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 in total admeasuring 3 Bighas, 4 Cottahs and 7 Chittacks lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation along with several other properties and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.
- II. **AND WHEREAS** the said Bimala Bala Gyne and others being the joint owners and seized and possessed of or otherwise well and sufficiently entitled to interalia **ALL THAT** piece and parcel of "Danga" land admeasuring 1 Bigha, 16 Cottahs and 4 Chittacks comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472 and another piece and parcel of "Bagan" land admeasuring 1 Bigha, 8 Cottahs and 3 Chittacks comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 in total admeasuring 3 Bighas, 4 Cottahs and 7 Chittacks lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation along with several other properties executed a Partition Deed dated 17.12.1963 and duly registered with the office of Sub Registrar at Cossipore Dumdum and recorded in Book no. I, Volume no. 134, Pages 141 to 153, Being no. 9372 for the year 1963 by and between themselves whereby and whereunder the said Bimala Bala Gyne became the sole and absolute owner and seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Danga" land admeasuring 1 Bigha, 16 Cottahs and 4 Chittacks comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472 and another piece and parcel of "Bagan" land admeasuring 1 Bigha, 8 Cottahs and 3 Chittacks comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 in total admeasuring 3 Bighas, 4 Cottahs and 7 Chittacks lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.
- III. **AND WHEREAS** the said Bimala Bala Gyne became the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Danga" land admeasuring 1 Bigha, 16 Cottahs and 4 Chittacks comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472 and another piece and parcel of "Bagan" land admeasuring 1 Bigha, 8 Cottahs and 3 Chittacks comprised in C.S. Dag no. 447 corresponding to R.S.

and L.R. Dag no. 470 in total admeasuring 3 Bighas, 4 Cottahs and 7 Chittacks lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

IV. **AND WHEREAS** the said Bimala Bala Gyne being the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Danga" land admeasuring 1 Bigha, 16 Cottahs and 4 Chittacks comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472 and another piece and parcel of "Bagan" land admeasuring 1 Bigha, 8 Cottahs and 3 Chittacks comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 in total admeasuring 3 Bighas, 4 Cottahs and 7 Chittacks lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation by a Sale Deed dated 17.12.1963 and duly registered with the office of Sub Registrar at Cossipore Dumdum and recorded in Book no. I, Volume no. 138, Pages 5 to 14, Being no. 9380 for the year 1963 sold, transferred, conveyed, delivered, granted, devised, demised, alienated, assured, provided and given a part of the said land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre unto and in favour of Kesharbai Dwarkadas for valuable consideration/s mentioned thereon and the same was duly confirmed by Bishnu Charan Gyne free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

V. **AND WHEREAS** the said Kesharbai Dwarkadas being the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Bagan" land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and "Danga" land admeasuring 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation by a Sale Deed dated 01.06.1977 and duly registered with the office of Registrar of Assurances, Calcutta and recorded in Book no. I, Volume no. 225, Pages 96 to 103, Being no. 2417 for the year 1977 sold, transferred, conveyed, delivered, granted, devised, demised, alienated, assured, provided and given the same unto and in favour of Ajit Baran Mukherji for valuable consideration/s mentioned therein free from all sorts of encumbrances, charges, liens, lispenses,

demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

VI. **AND WHEREAS** the said Ajit Baran Mukherji became the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Bagan" land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals out of total land admeasuring 95 Decimals being 0.4842 share of 1.0000 share comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and "Danga" land admeasuring 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals out of 87 Decimals being 0.6207 share of 1.0000 share comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, corresponding to L.R. Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and constructed 2 rooms admeasuring 200 Square Feet each with cement flooring in total admeasuring 400 Square Feet thereon.

VII. **AND WHEREAS** the said Ajit Baran Mukherji being the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Bagan" land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals out of total land admeasuring 95 Decimals being 0.4842 share of 1.0000 share comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and "Danga" land admeasuring 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals out of 87 Decimals being 0.6207 share of 1.0000 share comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre together with 2 rooms admeasuring 200 Square Feet each with cement flooring in total admeasuring 400 Square Feet standing thereon lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263, corresponding to L.R. Khatian no. 19/1, District 24 Parganas North Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation by a Sale Deed dated 11.12.1985 and duly registered with the office of Registrar of Assurances at Calcutta and recorded in Book no. I, Volume no. 305, Pages 481 to 490, Being no. 17223 for the year 1985 sold, transferred, conveyed, delivered, granted, devised, demised, alienated, assured, provided and given the same unto and in favour of A.T. Dev Private Limited for valuable consideration/s mentioned therein free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

VIII. **AND WHEREAS** the said A.T. Dev Private Limited became the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of "Bagan" land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals out of total land admeasuring 95 Decimals being 0.4842 share of 1.0000 share comprised in C.S.

Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and “Danga” land admeasuring 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals out of 87 Decimals being 0.6207 share of 1.0000 share comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre together with 2 rooms admeasuring 200 Square Feet each with cement flooring in total admeasuring 400 Square Feet standing thereon lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263 corresponding to L.R. Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

IX. **AND WHEREAS** the said A.T. Dev Private Limited became the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of “Bagan” land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet i.e. equivalent to 46 Decimals out of total land admeasuring 95 Decimals being 0.4842 share of 1.0000 share comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and “Danga” land admeasuring 1 Bigha, 12 Cottahs and 13 Chittacks i.e. equivalent to 54 Decimals out of 87 Decimals being 0.6207 share of 1.0000 share comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 3 Bighas, 3 Chittacks and 12 Square Feet i.e. equivalent to 1 Acre lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263 corresponding to L.R. Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation got its name duly mutated with the BL & LRO Rajarhat and got the land converted to homestead and applied for sanction of building plans before the Bidhannagar Municipal Corporation.

X. **AND WHEREAS** the said A.T. Dev Private Limited by a Gift Deed dated 19<sup>th</sup> July 2022 And duly registered with the office of the Additional District Sub Registrar at Rajarhat and recorded in Book no. 1, Volume no1523, Pages 474007 to 474023, Being no 152311692 for the year 2022 gifted, transferred, delivered, granted, devised, demised, alienated, assured, provided and given a part of the same admeasuring 1 Cottah, 12 Chittacks and 38 Square Feet comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, unto and in favour of Bidhannagar Municipal Corporation free from all sorts of encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

XI. The A.T. Dev Private Limited have got the plan for construction of following new buildings at the said Properties sanctioned from the Bidhannagar Municipal Corporation vide Building Sanction Plan No SWS-OBPAS/2109/2022/0518 dated 28<sup>th</sup> March, 2023

<b>Sl.No.</b>	<b>Block</b>	<b>No. of Storey</b>	<b>Use</b>
1.	1	Ground plus Four storey	Residential
2.	2	Ground plus Four storey	Residential
3.	3	Ground plus Four storey	Residential

A. The Bidhannagar Municipal Corporation has granted the commencement certificate to develop the **Project** vide approval dated \_\_\_\_\_;

B. **AND WHEREAS** the said A.T. Dev Private Limited became the sole and absolute owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet out of total land admeasuring 95 Decimals comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and land admeasuring 1 Bigha, 11 Cottahs and 7 Square Feet out of 87 Decimals comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 2 Bighas, 18 Cottahs, 6 Chittacks and 19 Square Feet lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263 corresponding to L.R. Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation by Two separate Sale Deeds 1) dated 17<sup>th</sup> Day of February, 2023 and duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. 1, Volume no. 1902, Pages from 78525 to 78556, Being no. 190202240 for the year 2023, 2) dated 28<sup>th</sup> Day of March, 2023 and duly registered with the office of Additional Registrar of Assurance II at Kolkata and recorded in Book no. 1, Volume no. 1902-2023, Pages from 142156 to 142186, Being no. 190204358 for the year 2023, sold, transferred, conveyed, delivered, granted, devised, demised, alienated, assured, provided and given the same unto and in favour of the Owner herein for valuable consideration/s mentioned therein free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

C. **AND WHEREAS** the Owner/Vendor herein and the Developer herein entered into a Development Agreement dated 18.04.2023 and the same was duly registered with the office of the Registrar of Assurances II Kolkata on 18.04.2023 and recorded in Book no 1, Volume no. 1902-2023, Pages from 163300 to 163355, Being no. 190205030 for the year 2023 and subsequent General Power of Attorney was executed by the Owner /Vendor herein appointing the Developer herein as its constituted Attorney on 18.04.2023 and the same was duly registered with the office of the Registrar of Assurances II Kolkata on 18.04.2023 and recorded in Book no 1, Volume no. 1902-2023, Pages from 161895 to 161912, Being no. 190205045 for the year 2023.

**Annexure "A"**

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context:
- i) **SAID PREMISES** shall mean **ALL THAT** piece and parcel of land admeasuring 1 Bigha, 7 Cottahs, 6 Chittacks and 12 Square Feet out of total land admeasuring 95 Decimals comprised in C.S. Dag no. 447 corresponding to R.S. and L.R. Dag no. 470 and land admeasuring 1 Bigha, 11 Cottahs and 7 Square Feet out of 87 Decimals comprised in C.S. Dag no. 450 corresponding to R.S. and L.R. Dag no. 472, in total admeasuring 2 Bighas, 18 Cottahs, 6 Chittacks and 19 Square Feet lying and situated at Mouja Raghunathpur comprised in J.L. no. 8, R.S. no. 134, Touzi no. 3027, C.S. Khatian no. 200, R.S. Khatian no. 263 corresponding to L.R. Khatian no. 19/1, District 24 Parganas North, Police Station Rajarhat (Old), Baguiati, (New), previously within the ambit of Gopalpur Arjunpur no 3 Gram Panchayet presently Ward no. 9 within the ambit of Bidhannagar Municipal Corporation more fully and particularly mentioned and described in the **FIRST SCHEDULE** to these presents .
  - ii) **PROJECT AND/OR BUILDINGS OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the New Buildings constructed by the Promoter at the said Premises containing several Blocks and containing several independent and self contained flats / apartments / units, parking spaces and other constructed areas and other saleable spaces.
  - iii) **ALLOTTEES / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase from the Promoter and taken possession of any Unit in the said Premises.
  - iv) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** to these presents and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises. Notwithstanding the fact that the Common Areas and Installations are expressed or intended by the Promoter for common use and enjoyment by the allottees of the Project,  
**It is clarified that** the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular flat or flats, exclusive greens / gardens attached to any particular flat or flats and other open and covered spaces at the said Premises and the Buildings which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Allottee hereby consents.
  - v) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the said Premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE** to these presents) to be contributed and shared by the Allottees.
  - vi) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeep and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and

obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- vii) **UNITS** shall mean the independent and self-contained flats/ apartments and/or units and other constructed areas (capable of being independently and exclusively used and enjoyed) in the Buildings at the said premises and wherever the context so permits or intends shall include attached balcony(ies) / verandah(s) / the servant's quarter / store room(s) and/or Parking right(s) and/or exclusive right to use of roof/s / open private terrace/s and/or exclusive right to use of gardens / greens and/or other properties benefits and rights, if any, attached to the respective flat(s), spaces.
- viii) **PARKING SPACES** shall mean identified parking spaces at the said Premises as expressed or intended by the Promoter at their sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified, without the allottee having any ownership or title to the space thereof. It is also clarified that in case any parking be a stack car parking (i.e. having access through another parking space or another parking space having access through this parking space), then allottees of both the stack parkings shall allow each other to park his / her / its motor car and for that shall do all acts as be necessary (including to remove / shift his / her motor car from time to time as be required).
- ix) **CARPET AREA** according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;
- x) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the Buildings (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.
- xi) **MAINTENANCE CHARGEABLE AREA** according to the context shall mean and include the Built-Up Area of any Unit **And** shall include the proportionate share of the areas of the Common Areas in the building, attributable to such Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Maintenance Chargeable Area has been given only for reference sake and has nothing to do with the pricing or other aspects of the said Unit agreed to be purchased by the Allottee.
- xii) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Maintenance chargeable area of the said Unit may bear to the Maintenance chargeable area of all the Units in the Said Premises;

**PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area

rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit);

- xiii) **DESIGNATED APARTMENT/ UNIT** shall mean the **Residential** Flat and/or Unit No. .... on the ..... Floor of the building being Block- ....., in Project 'SKY BREEZE' containing by estimation an carpet area of .....Square Feet and built up area of .....Square Feet and shall have maintenance chargeable area of ..... Square Feet (Chargeable) be the same a little more or less TOGETHER WITH the undivided proportionate share or interest common area as per the definition of Section 2(n) of the Act TOGETHER WITH Identified \_\_\_no of Car Parking Space on ground Floor for parking a medium size motor car TOGETHER WITH right to use Utility Area (if any) TOGETHER WITH right to use Attached Terrace Area (if any).
- xiv) **DEVELOPMENT AGREEMENTS** shall mean the Development Agreement dated 18<sup>th</sup> April, 2023, registered with Additional Registrar of Assurances II in Book No. 1, Volume No. 1902, Pages from 163300 to 163355 being No. 190205030 for the year 2023 entered into between the Owner and the Promoter, relating to the said premises;
- xv) **ASSOCIATION** shall mean an Association as formed under the West Bengal Apartment Ownership Act 1972 and rules, by laws made thereunder.
- xvi) **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association and till such time the Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xvii) **PLAN** shall mean the final plan as sanctioned by the Bidhannagar Municipal Corporation vide Building Sanction Plan No SWS-OBPAS/2109/2022/0518 dated 28<sup>th</sup> March, 2023 for construction of the Buildings at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as already made and/or as may be made from time to time by the Promoter.
- xviii) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xix) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xx) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
  - (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
  - (d) In case the Allottee be a company, then its successors or successors-in-office;

**Annexure-B**

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Association, as the case may be;
  - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Buildings and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
  - (d) to use their respective flats (and servant's quarter / store room, if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever;
  - (e) to use the Identified car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
  - (f) not to use the ultimate roof of the Buildings or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
  - (g) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities.
  - (h) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies , landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow any one to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
  - (i) not to claim any right whatsoever or howsoever over any unit or portion in the said Premises save their respective units.
  - (j) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Buildings save adjacent nameplates

outside the main gates of their respective units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Flat / Unit.

- (k) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (l) not to alter the outer elevation of the Buildings or any part thereof nor decorate the exterior of the Buildings or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the Designated Unit;
- (n) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Buildings nor allow or permit any other person to do so.
- (o) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Buildings.
- (p) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Buildings in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Buildings and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams or columns or load bearing shared walls passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (q) not to let out transfer or part with the possession of the Identified parking spaces independent of the Designated Unit nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their Identified parking spaces independent of their Flats / Units to any other allottee of flat in the said Buildings and none else.
- (r) In case any Open Terrace be attached to any flat, then the same shall be a right appurtenant to such flat and the right of use and enjoyment thereof shall always travel with such flat and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
  - i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the flat owned by such Allottee in the said buildings);
  - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
  - iii) The Allottee thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.

- (s) In the event any Allottee has been Identified with any right of parking motor car or other vehicle within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the exclusive right to park one medium sized motor car thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign such Identified parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Identified Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Identified Parking Space, independent of his Unit, to any person;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Identified Parking Space or any part thereof nor cover such Identified parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Premises or any other portion of the said Premises save at the allotted Parking Space;
  - (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the parking spaces in the said Buildings and the said Premises.
  - (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Identified Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owner with regard thereto.
- (t) In the event any Allottee has been allotted any servant's quarter / store room, whether jointly with the flat or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such servant's quarter / store room only for the purpose of residence of his servant or storage, as applicable, and for no other purpose whatsoever;
  - (ii) The Allottee shall not be entitled to sell transfer or assign to any person such servant's quarter / store room or allow or permit any one to use such servant's quarter / store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter / store room, independent of his Unit;
  - (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the servant's quarters / store room.
  - (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable

in respect of such servant's quarter / store room and shall indemnify and keep saved harmless and indemnified the Promoter and the Association with regard thereto.

- (u) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units.
- (v) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (w) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (x) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (y) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said Premises including those under the West Bengal Fire Service Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and the rules made thereunder, and shall indemnify and keep the Promoter and the Owner saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.
- (z) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, Bidhannagar Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited and/or the WBSEB Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Premises and to make such additions and alterations in or about or relating to their respective units and/or the Buildings as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Owner in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owner and the Association and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.

- (aa) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the concerned authorities.
- (bb) not to fix or install air conditioners in their respective flats save and except at places where provision has been made by the Promoter for installation of the same.
- (cc) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat which in the opinion of the Promoter or the Association differs from the colour scheme of the buildings or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the buildings.
- (dd) not to make in the flat any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
- (ee) to bear and pay and discharge exclusively the following expenses and outgoings with effect from the Deemed Date of Possession / Date of Commencement of Liability (as defined in the Sale Agreement):-
  - i) Municipal rates and taxes (and commercial surcharge, if any, on commercial units) and water tax, if any, assessed on or in respect of their respective units directly to the concerned authority Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the concerned authority proportionate share of all such rates and taxes assessed on the Premises or pay the same to Promoter / Owner, as be intimated by the Promoter from time to time;
  - ii) All other taxes, land revenue, impositions, levies, cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Buildings or the said Premises as a whole and whether demanded from or payable by the Allottees or the Promoter or the Owner and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Buildings or the said Premises as a whole.
  - iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Association shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited and/or the WBSEB Limited.
  - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Promoter and/or the Association And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the Association as the case may be.

- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** to these presents) payable to the Promoter and/or the Association from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.2.00/= only per square foot per month of the Maintenance Chargeable Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter and/or the Association at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
  - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd. and/or the WBSEB Limited from its consumers for the delay payment of its bills).
- (ff) to observe such other covenants as be deemed reasonable by the Promoter and/or the Owner and/or the Association from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Promoter and/or the Association. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the Designated Unit or with the security guard of the Complex / Building.
  3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building/s / Housing Complex and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other co-owners proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.
  4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 2% per mensem on all the amounts in arrears, as also all expenses on account of disconnection and/or reconnection of utilities and facilities and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
    - (i) disconnect the supply of electricity to the Designated Unit;
    - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the Designated Unit;
    - (iii) to demand and directly realise rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the Designated Unit;

(iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.

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

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

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :**

**SIGNED AND DELIVERED BY THE WITHIN NAMED OWNER:**

**WITNESSES TO ALL THE ABOVE:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**RECEIPT AND MEMO OF CONSIDERATION**

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

# Earthwork Nirman Private Limited 27

(A Banyan Tree Group Company)

CIN : U45400WB2009PTC132161



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

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :**

**SIGNED AND DELIVERED BY THE WITHIN NAMED OWNER:**

## WITNESSES TO ALL THE ABOVE:

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

EARTHWORK NIRMAN PV. LTD.

Director

### Registered Office

Sunland Residency, Block - 1,  
First Floor, Jagardanga  
Kolkata - 7000136,W.B

### Administrative Office

Suite 208, Haute Street  
86A Topsia Road (South), Kolkata - 700 046  
Telephone : (033) 6613 8972  
GSTIN : 19AACCE2035N1ZJ