

Draft Deed of Conveyance (SERENA PH-III)

CONVEYANCE DEED

THIS DEED OF CONVEYANCE executed at Kolkata on this _____ day of _____, 202__.

BY AND BETWEEN

SIDDHA REAL ESTATE DEVELOPMENT PVT LTD



Authorised Signatory

*****This is a system generated document*****

ARCH GRIHA NIRMAN PRIVATE LIMITED (having **PAN AAFCA2450E** and **CIN U70101WB2005PTC103609**), a Company within the meaning of The Companies Act, 2013, having its registered office at 99A, Park Street, Police Station and Post Office - Park Street, Kolkata - 700016, District - Kolkata represented by its constituted attorney **SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED** pursuant to the registered Power of Attorney dated 26th January 2023 (hereinafter referred to as "the **OWNER**", which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **FIRST PART**

AND

SIDDHA REAL ESTATE DEVELOPMENT PRIVATE LIMITED (having **PAN AAJCS6830L** and **CIN U45400WB2006PTC107215**), a Company within the meaning of The Companies Act, 2013, having its registered office at 99A, Park Street, 6th floor, Police Station and Post Office - Park Street, Kolkata - 700016, District - Kolkata represented by its Director **Mr.** _____ (having PAN _____ and AADHAAR _____) son of _____, by faith Hindu, by nationality Indian, by occupation Business, working for gain at Siddha Park, 99A, Park Street, 6th Floor, Police Station and Post Office - Park Street, Kolkata - 700016, District - Kolkata (hereinafter referred to as "the **PROMOTER**", which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **SECOND PART**

AND

(1) _____ (having PAN _____ and Aadhaar _____) residing at _____, Post Office - _____, Police Station - _____, Kolkata - _____ and **(2)** _____ (having PAN _____ and Aadhaar _____) residing at _____, Post Office - _____, Police Station - _____, Kolkata - _____ hereinafter referred to as the "**Allottees**" of the **THIRD PART**:

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

Section-I

I. **Definitions**—In this Deed, the following terms shall have the following meanings assigned to them hereinbelow, unless the context otherwise requires thereunder :

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 or any other act or law as may be applicable to the Project and wherever the context so permits

- include the rules and regulations framed thereunder and notifications passed in connection therewith;
- (b) **"Allotted Apartment"** shall mean the Flat, Exclusive Balcony/Verandah, if any and Parking Space, if any for parking of motor car/two wheeler at the Parking Spaces, all morefully and particularly mentioned and described in the **Second Schedule** hereunder written;
- (c) **"Apartment Acquirers"** shall mean persons who acquire apartments or other constructed spaces with or without Parking Spaces in the Project;
- (d) **"Applicable Interest Rates"** shall mean the rate of interest prescribed under the Act or the Rules framed thereunder from time to time;
- (e) **"Approvals"** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Project;
- (f) **"Architect"** shall mean _____ of _____, Kolkata – _____ or any other architect appointed by the Promoter;
- (g) **"Association"** shall mean an association or society or company or like body of the Apartments Acquirers to be formed by the Promoter as per the Act for the Common Purposes;
- (h) **"Buildings"** shall mean residential and other buildings constructed by the Promoter at the Subject Properties in accordance with the Building Plans and comprising of various self-contained Apartments, Verandah/Balcony, open terrace, and other constructed spaces and shall include the Parking Spaces and other structures sanctioned by the concerned authority and erected by the Promoter at the said Subject Properties;
- (i) **"Building Plan"** shall mean the plans sanctioned by the concerned authorities for construction of new buildings at the Subject Properties from time to time and include the plan No. _____ sanctioned by _____ on _____ for construction of the Buildings at Phase III Land of the Subject Properties and shall include any revised/modified building plan sanctioned by the concerned authorities;
- (j) **"Parking Spaces"** shall mean and include covered areas at the multi-level parking building and/or ground floor of the buildings at the Subject Properties for parking of motor cars and two wheelers and also mechanical multi-level car parking spaces at open areas as expressed or intended by the Promoter in its absolute discretion and may also include further parking spaces as be sanctioned by the concerned authorities;

- (k) **"Carpet Area"** shall mean the net usable floor area of the Flat including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah;
- (l) **"Common Areas"** shall mean collectively the areas, facilities and amenities as specified in **Part-I** of the **Third Schedule** hereunder written for the beneficial use and enjoyment of their respective apartments and other constructed areas in the Project by the Apartment Acquirers;
- (m) **"Common Expenses"** shall mean and include all expenses for the Common Purposes briefly described and without limitation in the **Fourth Schedule** hereunder written and proportionate share whereof to be borne, paid and contributed by the Allottees;
- (n) **"Common House Rules"** shall mean the rules and regulations to be observed fulfilled and performed by the Allottees and the other Apartment Acquirers for payment of Taxes and Outgoings by them as mentioned in **Part-I** of the **Sixth Schedule** hereunder written and for the common, peaceful, effective, harmonious and beneficial use and enjoyment of the Project by them as mentioned in **Part-II** of the **Sixth Schedule** hereunder written;
- (o) **"Common Purposes"** shall mean and include (a) providing and maintaining essential services for the benefit of the Apartment Acquirers; (b) collection and disbursement of the Common Area Maintenance Charges and other Common Expenses and (c) dealing with matters of common interest of the Apartment Acquirers and their mutual rights and obligations;
- (p) **"Force Majeure"** shall have the meaning meant to in the said Act;
- (q) **"Maintenance In-charge"** shall, until formation of the Association, mean the Promoter and/or its appointed one or more Facility Management Agencies or nominees to look after the maintenance and administration of the Project and other Common Purposes and upon its formation mean the Association;
- (r) **"Net Carpet Area"** shall mean sum of the carpet area of the Flat and the Exclusive Balcony/Verandah and of the Servant Quarter/Storeroom, if any, and 50% of the carpet area of the Open Terrace if attached to the Flat;
- (s) **"Owner's Adjacent Housing Project"** shall mean another housing project being developed and/or caused to be developed by the Owner on the opposite side of the Project as an independent project, the owners and occupiers whereof shall be entitled to use and enjoy the Shared Common Areas. It is clarified that the Shared Common Areas are meant for the common use and enjoyment by the owners and occupiers of both the instant Project 'Siddha Serena' as well as the Owner's Adjacent Housing Project;

- (t) **"Project"** shall mean the Subject Properties with the Buildings thereon and include the Common Areas thereof to be commonly known as "SIDDDHA SERENA" or such other name as the Promoter in its absolute discretion may deem fit and proper AND wherever the context so intends or permits shall mean the concerned phase of the Project, i.e. Phase I of the Project on Phase I Land, Phase II of the Project on Phase II Land or Phase III of the Project on Phase III Land, as the case may be;
- (u) **"Project Advocates"** shall mean Pankaj Shroff & Company, Advocates of 16 Strand Road, 'Diamond Heritage', N611, 6th floor, Kolkata-700001 appointed by the Owner and the Promoter for preparation of the sale agreement and sale deed for transfer of the Apartments in the Project;
- (v) **"Proportionate"** or **"Proportionately"** or **"pro-rata"** shall have the same meaning as detailed in clause 19 hereinafter;
- (w) **"Allottees"** shall mean one or more Allottees named above and include:
- (i) in case of an individual/individuals, his/her/their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
 - (ii) in case of a Hindu undivided family, its members for the time being, their respective heirs, executors, administrators, legal representatives and/or permitted assigns;
 - (iii) in case of a partnership firm, its partners for the time being, their respective successors and/or heirs, executors, administrators, legal representatives as the case may be and/or permitted assigns;
 - (iv) in case of a company or limited liability partnership, its successor or successors-in-interest and/or permitted assigns;
 - (v) in cases not falling within any of the above categories, the constituent of the Allottees as its nature and character permits and shall include its/their respective successors and/or permitted assigns;
- (x) **"Rules"** means the rules made under the said Act as amended and/or substituted from time to time;
- (y) **"Regulations"** means the regulations made under the said Act as amended and/or substituted from time to time;
- (z) **"Shared Common Areas"** shall mean collectively the areas, facilities and amenities as specified in **Part-II** of the **Third Schedule** hereunder written for the beneficial use and enjoyment of the Apartment Acquirers and the owners and occupiers of the Owner's Adjacent Housing Project;
- (aa) **"Singular"** number shall mean and include the "Plural" number and vice-versa.
- (bb) **"Subject Properties"** shall mean **ALL THOSE** the pieces and parcels of contiguous land containing an aggregate area of **756** Decimal (equivalent to **7.56**

acre) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **Part-I** of the **First Schedule** hereunder written.

- (i) **"Project Access Land"** shall mean a 10 (ten) meter wide strip of land containing an aggregate area of **190.25** Decimal (equivalent to **1.9025** acre) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **Column E** of **Part-II** of the **First Schedule** hereunder written, to be used to access the municipal/PWD road by the Owner, the Developer, the Apartment Acquirers and other persons permitted by the Owner including for the Owner's Adjacent Housing Project to be developed by the Owner in future.
- (ii) **"Phase I Land"** shall mean **ALL THOSE** the pieces and parcels of land containing an aggregate area of **359.20** Decimal (equivalent to **3.5920** acre) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **Column F** of **Part-II** of the **First Schedule** hereunder written and wherever the context so intends or permits shall include the Project Access Land (defined above).
- (iii) **"Phase II Land"** shall mean **ALL THOSE** the pieces and parcels of land containing an aggregate area of **88.90** Decimal (equivalent to **0.8890** acre) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **Column G** of **Part-II** of the **First Schedule** hereunder written.
- (iv) **"Phase III Land"** shall mean **ALL THOSE** the pieces and parcels of land containing an aggregate area of **117.65** Decimal (equivalent to **1.1765** acre and **4761** Square meter) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas morefully described in **Column H** of **PART-II** of the **FIRST SCHEDULE** hereunder written.
- (cc) Reference to a **gender** includes a reference to all other genders.
- (dd) In this Deed, in addition to the words defined in this **Section-I** above, the words put in brackets and in bold print define the word, phrase and expression hereinafter.

SECTION-II**WHEREAS:**

- A. The Owner hereto is the owner of the Subject Properties measuring **756** Decimal (equivalent to **7.56** acre) more or less situate lying at and comprising of several Dags in Mouza Kalikapur (J.L. No. 40) and Mouza Ganragari (J.L. No. 37) both within Police Station Rajarhat, in the District of North 24-Parganas (morefully described as aforesaid in the **First Schedule** hereunder written). Facts about devolution of title of the Owner to the Subject Properties is described in the **Fifth Schedule** hereunder written.
- B. The Owner and the Promoter have entered into a Development Agreement dated _____, 2023 registered at the office of the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No. I, Being No. _____ for the year 2023 ("**Development Agreement**") for the purpose of development by the Promoter of a real estate project over the land contained in the Subject Properties belonging to the Owner for mutual benefit and for the consideration and on the terms and conditions therein contained. The Subject Properties have been earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said Project is known as 'Siddha Serena' ("**Project**").
- C. The Owner has granted in favour of the Promoter a Power of Attorney dated _____, 2023 registered at the office of the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No. I, Being No. _____ for the year 2023 to do several acts deeds matter and things concerning the development of the Project and sale or otherwise transfer of the saleable areas of the Project, including Apartments, Balcony/Verandah, Parking Spaces, Open Terrace, other constructed areas therein as morefully stipulated therein.
- D. In terms of the Development Agreement dated _____, 2023, the Owner and the Promoter are fully competent to enter into this Deed and all the legal formalities with respect to the right title and interest of the Owner to Phase II Land contained in the Subject Properties on which Project is under construction have been completed.
- E. The Promoter has obtained the final layout plan, sanctioned plan, completion plan, specifications and approvals for the Project and also for the apartments and buildings from the concerned authorities and has constructed the Project and obtained the Completion

Certificate no. _____ dated _____ in respect thereof from the concerned authority.

- F. The Promoter registered the Project under the provisions of the said Act of 2016 vide Registration No. _____.
- G. By an Agreement for Sale dated _____ ("**Agreement**"), the Promoter and the Owner agreed to sell to the Allottees and the Allottees agreed to purchase from them **ALL THAT** apartment no. ___ having a carpet area of _____ Square feet more or less on the _____ Floor and Exclusive Balcony/Verandah, if attached to the Apartment and if attached the same having carpet area of _____ Square feet more or less aggregating to Net Carpet Area of _____ Square feet in Tower – III (Arcadia) of the Building and open/covered Parking Space for parking of _____ motor car/two wheeler more particularly described in **the Second Schedule** hereunder written at and for the consideration and on the terms and conditions therein contained.
- H. The Parties have gone through all the terms and conditions set out in the Agreement and this Deed including the additional disclosures in the Seventh Schedule hereto and understood the mutual rights and obligations detailed herein.
- I. As per Section 17 of the said Act of 2016, the Promoter is, inter alia, required to execute a registered conveyance deed in respect of the Allotted Apartment in favour of the Allottees and in respect of the undivided proportionate title in the Common Areas the Phase III Land (except the Project Access Land) and the Phase III Land/Subject Properties in favour of the Association. The formation of Association of Allottees is in process for registration of Association under the name and style of "Siddha Serena Apartment Owners Association" (hereinafter referred to as "**Association**" which expression shall mean and include the Association as finally registered in the said name or otherwise). Even though the Association is under formation, the Allottees has requested for immediate completion of sale of the Allotted Apartment and accordingly this Deed is being executed.
- J. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

Section-III

III. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____/- (Rupees

_____) only by the Allottees to the Promoter and the Owner paid at or before the execution hereof (the receipt whereof the Promoter and the Owner do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof the Owner and the Promoter do hereby forever release discharge and acquit the Allottees and the Allotted Apartment and its appurtenances) the Promoter and the Owner do hereby sell and transfer unto and to the Allottees their respective entitlements in **ALL THAT** the Allotted Apartment being the Apartment No. _____ having carpet area of _____ square feet on _____ floor in Tower No. _____ ("Building") alongwith _____ number parking morefully and particularly mentioned and described in the **Second Schedule** hereto **AND TOGETHER WITH** right to use the Common Areas and the Shared Common Areas in common with the Owner and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Allotted Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Owner into or upon the Allotted Apartment **TO HAVE AND TO HOLD** the Allotted Apartment unto and to the use of the Allottees absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Allottees and the Promoter/Owner as are set out in the **Eighth Schedule** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Allottees to be observed, fulfilled and performed.

IV. THE OWNER AND THE PROMOTER DO HEREBY COVENANT WITH THE ALLOTTEES as follows:

- (a) The interest which they do hereby 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 Allottees, the Allotted Apartment in the manner aforesaid.
- (b) It shall be lawful for the Allottees, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Allotted Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by them save only those as are expressly mentioned herein.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Allottees 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 Allotted Apartment hereby sold and transferred unto and to the Allottees in the manner aforesaid as shall or may be reasonably required by the Allottees.

V. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as follows:

1. The Promoter agrees and acknowledges that the Allottees shall have the right to the Allotted Apartment as mentioned below.
 - (i) the Allottees shall have exclusive ownership of the Allotted Apartment.
 - (ii) pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016, the Promoter and the Owners shall convey title in the Common Areas to the Association of the Apartment Acquirers after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (iii) the Allottees shall use the Common Areas and Shared Common Areas along with other occupants, maintenance staff etc., and persons permitted by the Owner and the Promoter and as per the rules made in this respect.
2. **Single Unit:** The Allottees agrees that the Allotted Apartment along with parking if any shall be treated as a single indivisible unit for all purposes.
3. **Independent Project:** It is specifically agreed that subject to the provisions contained in Clauses 6 and 7 of the Seventh Schedule hereunder written and its sub-clauses, the Project is an independent, self-contained Project covering the Subject Properties and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottees. It is clarified that subject to sharing of the Shared Common Areas described in Part-II of the Third Schedule hereunder written as mentioned herein and the provisions contained in Clauses 6 and 7 of the Seventh Schedule hereunder written, the Common Areas as mentioned in Part-I of the Third Schedule hereunder written shall be available only for use and enjoyment of the Apartment Acquirers of the Project.
4. **Compliance Of Laws Relating To Remittances:** The Allottees, if resident outside

India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Allottees understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Owner accepts no responsibility in regard to matters specified in this para above. The Allottees shall keep the Promoter and Owner fully indemnified and harmless in this regard.

5. **Construction of The Project / Apartment:** The Allottees has seen the Project and the Allotted Apartment and all Common Areas and Shared Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Allottees has also seen the layout plan, and the sanctioned plans as modified and the Completion Plan and verified the same with the Allotted Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat and is fully satisfied thereabout.
6. **Possession Of The Allotted Apartment:** The Allottees acknowledges and confirms that the Promoter has carried out delivery of possession of the Allotted Apartment to the Allottees to its satisfaction without any claim or objection of the Allottees and the common areas to the Maintenance In-charge duly made ready and complete with all specifications, amenities and facilities of the Project.
7. **Handover of Documents:** The Allottees acknowledges and confirms that the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association upon its formation and taking charge.
8. **Past Outgoings:** The Allottees acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Allotted Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including those mentioned in the Deed), to the satisfaction of the Allottees and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or

liability in this behalf.

9. **Maintenance of The Building / Apartment / Project:** The Maintenance In-charge is and shall be responsible to provide and maintain essential services in the Project. On its incorporation the Association shall be the Maintenance In-charge. The cost of such maintenance shall be payable by the Allottees separately to the Maintenance In-charge.
10. **Defect Liability:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the issuance of the occupancy/completion certificate by the concerned authority and the same being occurred due to the acts of the Promoter and so certified by the Architect for the time being for the Project, it shall be the duty of the Promoter to proceed to rectify such defects without further charge within 30 (thirty) days and in the event of Promoter's failure to proceed to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottees (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or not using the Allotted Apartment or due to reasons not solely attributable to the Promoter or if the related annual maintenance contracts and the licenses are not validly maintained. Notwithstanding anything herein contained, it is hereby expressly agreed and understood that in case the Allottees, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained hereinabove in this clause.
11. **Right To Enter The Apartment For Repairs:** The Promoter/Association/maintenance in charge shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottees agrees to permit the Promoter and Association and/or maintenance agency to enter into the Allotted Apartment 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.
12. **Usage:** The service areas located within the Project are ear-marked 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, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.

13. Compliance with Respect To The Apartment:

- 13.1 The Allottees shall from the date of having received possession of the Allotted Apartment or the date of execution of this deed, whichever be earlier, is and shall be solely responsible to comply with the Common House Rules as per the Sixth Schedule hereto and maintain the Allotted Apartment 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 Allotted Apartment, or the Shared Common Areas, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, club house 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 Allotted Apartment and keep the Allotted Apartment, 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.
- 13.2 The Allottees further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas or Shared 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 Allottees shall not store any hazardous or combustible goods in the Allotted Apartment or place any heavy material in the common passages or staircase of the Building. The Allottees shall also not remove any wall including the outer and load bearing wall of the Allotted Apartment.
- 13.3 The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Maintenance In-Charge and/or maintenance agency appointed by it. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13.4 The Allottees accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.

14. **Additional Constructions:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction/modified plan, completion plan, and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.
15. **Entire Contract:** This Deed and the Agreement, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Allotted Apartment
16. **Provisions Of This Deed Applicable On Allottees/Subsequent Allottees:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Allotted Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Allotted Apartment, in case of a transfer, as the said obligations go along with the Allotted Apartment for all intents and purposes.
17. **Waiver Not A Limitation To Enforce:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
18. **Severability:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Allottees shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
19. **Method Of Calculation Of Proportionate Share Wherever Referred To In The Deed:** Wherever in this Deed it is stipulated that the Allottees has to make payment, in common with other Allottees(s) in Project, the same shall be the proportion which the carpet area of the Allotted Apartment bears to the total carpet area of all the Apartments in the Project.

20. **Further Assurances:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
21. **Place Of Execution:** The execution of this Deed shall be completed only upon its execution by the parties Hence this Deed shall be deemed to have been executed at Kolkata.
22. **Notices:** That all notices to be served on the Allottees and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post at their respective addresses mentioned above. It shall be the duty of the Allottees and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottees, as the case may be.
23. **Governing Law:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
24. **Dispute Resolution:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation an validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.
25. **Other Terms And Conditions:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

SECTION-IV : SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(Subject Properties)

ALL THOSE pieces and parcels of land containing an area of **756** Decimal (equivalent to **7.56** acre) more or less situate lying at and comprising of Dag(s) and recorded in Khatian(s) as mentioned in the table hereinbelow, all in Mouzas Kalikapur (J.L. No. 40) and Ganragari (J.L. No. 37), Revenue Survey No.141, within Police Station Rajarhat, in the District of North 24 Parganas under jurisdiction of Patharghata Gram Panchayet:

SL No	Mouza	R.S. and L.R. Dag No.	Total area in Dag (Dec)	Area involved in the Project (Dec)
1	Ganragari	104	01	0.3610
2	Ganragari	108	43	15.5952
3	Ganragari	112	37	3.0833
3.1				11.4179
4	Ganragari	113	32	0.3903
5	Ganragari	114	23	01.0971
6	Ganragari	115	9	1.0694
7	Ganragari	138	60	20.1552
8	Ganragari	139	52	15.1311
9	Kalikapur	1162	28	0.5924
9.1				1.617
10	Kalikapur	1168	38	18.8745
10.1				7.4331
11	Kalikapur	1169	41	3.7253
11.1				32.1647
12	Kalikapur	1171	50	0.2914
12.1				5.518
13	Kalikapur	1174	60	32.5571
13.1				2.3505
14	Kalikapur	1175	55	11.1451
14.1				25.1334
15	Kalikapur	1176	70	0.4373
15.1				20.3855
16	Kalikapur	1188	88	10.4359
17	Kalikapur	1189	33	33
18	Kalikapur	1190	31	31
19	Kalikapur	1191	59	59
20	Kalikapur	1192	39	35.8699

21	Kalikapur	1193	29	29
22	Kalikapur	1194	20	20
23	Kalikapur	1195	12	12
24	Kalikapur	1196	6	6
25	Kalikapur	1197	97	97
26	Kalikapur	1198	16	16
27	Kalikapur	1199	16	3.0137
28	Kalikapur	1200	43	37.5229
29	Kalikapur	1201	66	11.1418
30	Kalikapur	1203	22	11.4909
31	Kalikapur	1204	27	27
32	Kalikapur	1205	65	23.6885
33	Kalikapur	1174	60	2.92
34	Kalikapur	1175	55	3.3507
35	Kalikapur	1187	45	2.0746
36	Kalikapur	1188	88	18.659
37	Kalikapur	1199	16	3.6508
38	Kalikapur	1201	66	15.0585
39	Kalikapur	1202	35	3.8045
40	Kalikapur	1206	139	9.2794
41	Kalikapur	1207	67	3.6108
Total Area in Decimal:				756
Total Area in Cottahs (more or less):				457

PART-II**(Project Access Land, Phase I Land, Phase II Land)**

(A)	(B)	(C)	(D)	(E)		(F)
SL No.	DAG No.	Mouza	Total proposed Project Area (Plot Area as per Survey in Decimal)	Land Area under Phase - I		Land Area under Phase - II
				Project Access Land in Decimal	Land Area in Phase I in Decimal	
1	104(Part)	Ganragari	0.5521	0.5521		

2	108(Part)	Ganragari	15.5952	15.5952		
3	112(Part)	Ganragari	14.5012	14.5012		
4	113(Part)	Ganragari	0.3903	0.3903		
5	114(Part)	Ganragari	1.0971	1.0971		
6	115(Part)	Ganragari	1.0694	1.0694		
7	138(Part)	Ganragari	20.1552		9.4513	
8	139(Part)	Ganragari	15.1311		15.1311	
9	1162(Part)	Kalikapur	2.201	1.6170	0.5841	
10	1168(Part)	Kalikapur	26.1405	7.4331	18.7074	
11	1169(Part)	Kalikapur	35.7936	32.1647	3.6289	
12	1171(Part)	Kalikapur	5.8095	5.5181	0.2914	
13	1174(Part)	Kalikapur	37.8276	5.2705	22.2161	10.3410
14	1175(Part)	Kalikapur	39.6292	28.4841	11.1451	
15	1176(Part)	Kalikapur	20.8228	20.3855	0.4373	
16	1187(Part)	Kalikapur	2.0746	2.0746		
17	1188(Part)	Kalikapur	29.0949	18.6590	10.4359	
18	1189	Kalikapur	32.9992		13.9905	19.0087
19	1190	Kalikapur	31.0071		0.7576	30.2495
20	1191	Kalikapur	58.996		29.6847	29.3113
21	1192(Part)	Kalikapur	35.8699		35.8699	
22	1193	Kalikapur	28.9852		28.9852	
23	1194	Kalikapur	19.9998		19.9998	
24	1195	Kalikapur	11.9998		11.9998	
25	1196	Kalikapur	6.0024		6.0024	
26	1197	Kalikapur	97.0016		89.7070	
27	1198	Kalikapur	16.0047		16.0047	
28	1199(Part)	Kalikapur	6.6645	3.6508	0.4530	
29	1200(Part)	Kalikapur	37.5229		0.4269	
30	1201(Part)	Kalikapur	26.2003	15.0585		
31	1202(Part)	Kalikapur	3.8045	3.8045		
32	1203(Part)	Kalikapur	11.4909			
33	1204	Kalikapur	26.9019		6.8446	
34	1205(Part)	Kalikapur	23.6885		6.3984	
35	1206(Part)	Kalikapur	9.2794	9.2794		
36	1207(Part)	Kalikapur	3.6108	3.6108		
Area in Decimal			755.9147	190.2159	359.1531	88.9104

THE SECOND SCHEDULE ABOVE REFERRED TO:
(ALLOTTED APARTMENT)

ALL THAT the residential Apartment being Apartment No. _____ on the _____ floor having a carpet area of _____ Square feet more or less Together With Exclusive Balcony/Verandah if attached thereto and if attached the same having a carpet area of _____ Square feet more or less in Tower - III in the Building at the Phase III Land (the said Flat and the

Exclusive Balcony/Verandah, if any are shown in the Plan annexed hereto, being **Annexure 'B'** duly bordered thereon in "**Red**" and "**Blue**" respectively) **Together With** Parking Space for parking of ____ motor car/two wheeler on the ground floor / open space at the Phase III Land and the location whereof is shown in the plan annexed hereto being Annexure "**C**" duly bordered there in "**Blue**". For the purpose of registration, the super built-up area of the said Apartment (with balcony, if any) is _____ **Square feet** more or less.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

(COMMON AREAS)

- Entrance Lobby at the ground level of the Said Block/Building
- Lift machine room(s) and lift well(s) of the Said Block/Building
- Water supply pipeline in the Said Block/Building (save those inside any Apartment)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common areas of the Said Block/Building
- Intercom Network in the Said Block/Building
- Broadband connection in the Said Block/Building, if any
- Lift(s) and allied machineries in the Said Block/ Building if any
- Roof Area
- CCTV
- Lobbies on all floors and staircase(s) of the Said Block/Building
- Water reservoirs/tanks of the Said Block/Building
- Drainage and sewage pipeline in the Said Block/Building (save those inside any Apartment)
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Block/Building, if any
- Fire fighting system in the Said Block/Building
- External walls of the Said Block/Building
- Stair Room

PART-II

(SHARED COMMON AREAS)

Sl. No.	Whole Project Included Amenities
1	Club with podium
2	Driveways, fire tender paths, walkways and landscaped green areas
3	Central drainage & sewage pipeline and central water supply pipeline
4	All other areas, facilities and amenities for common use and enjoyment of Said Complex
5	Land comprised in the Larger Property
6	Project Access Land

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and the amenities/facilities/mechanical car parking spaces etc. and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Maintenance In-charge) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the Building and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping the gardens and grounds of the property generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping paths, passages and driveways in good repair and clean and tidy and edged where necessary and clearing the same when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers as may be necessary in connection with the upkeep of the property.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Flat) in the property as may be necessary keeping cleaned the common parts and paths passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the property.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Sellers may think fit.
11. Maintaining and operating the lifts.
12. Maintaining and operating the Standby Diesel Generator Set(s).
13. Providing and arranging for the emptying receptacles for rubbish.
14. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owner/ occupiers of any Apartment.
15. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual

- Allottees of any flat.
16. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.
 17. After formation and operational of the Association, employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
 18. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of the owner/occupier of any Apartment.
 19. Insurance of fire-fighting appliances and other equipments for common use and maintenance renewal and such other equipment as the Promoter may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
 20. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
 21. The provision for maintenance and renewal of any equipment and the provision of any other service which in the option of the Maintenance in-charge it is reasonable to provide.
 22. In such time to be fixed annually as shall be estimated by the Maintenance in-charge (whose decision shall be final) to provide a reserve fund, besides the Sinking Fund to be held by the Promoter and upon its formation and operation by the Association, for items of expenditure referred to in this schedule to be or expected to be incurred at any time.
 23. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Maintenance In-charge and shall only be applied in accordance with unanimous or majority decision of the Apartment Acquirers and with the terms of this Schedule.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Facts about Devolution of Title to the Subject Properties)

Out of the Subject Properties measuring 756 Decimal more or less, 102.60 Decimal land was purchased by the Owner, Arch Griha Nirman Private Limited (full particulars of the purchase documents whereof are mentioned in **Part I** hereunder written) and 625.40 Decimal land was conveyed by Bougain Villa Housing & Infrastructure Private Limited by way of exchange under several Deeds of Exchange executed between Arch Griha Nirman Private Limited and Bougain Villa Housing & Infrastructure Private Limited (full particulars of the exchange documents whereof are mentioned in **Part II** hereunder written) and remaining 28.12 Decimal land was purchased by the

Owner, Arch Griha Nirman Private Limited from Happy Valley Realtors Private Limited (full particulars of the purchase documents whereof are mentioned in **Part III** hereunder written):

(PART I – Particulars of purchase of 102.60 Decimal land)

A. MOUZA KALIKAPUR, J.L. NO. 40, P.S. RAJARHAT, DISTRICT NORTH 24 PARGANAS:

Sl No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Total Purchased Area (in Decimals)	Purchased Area (in Decimals)	Date of Purchase Deed	Registration Details
1.	1171	50	06.5721	02.2397	26.11.2009	Additional Registrar of Assurances-II, Kolkata in Deed No. 13035/ Book No. I/ CD Volume No. 26/ Pages 8067 to 8082/ 2009
				04.3324	27.01.2010	Additional Registrar of Assurances-II, Kolkata in Deed No. 00813/ Book No. I/ CD Volume No. 2/ Pages 7726 to 7741/ 2010
2.	1174	60	19.6000	16.8700	25.04.2007	Additional District Sub-Registrar, Bidhannagar in Deed No. 00147/ Book No. I/ CD Volume No. 1/ Pages 2843 to 2861/ 2008
				2.7300	20.12.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 08355/ Book No. I/ CD Volume No. 17/ Pages 10372 to 10394/ 2009

3.	1188	88	14.6784	6.0500	03.08.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 10153/ Book No. I/ CD Volume No. 39/ Pages 2699 to 2712/ 2012
				6.0500	26.09.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 14872/ Book No. I/ CD Volume No. 59/ Pages 2845 to 2858/ 2012
				2.5784	08.10.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 12016/ Book No. I/ CD Volume No. 35/ Pages 5610 to 5629/ 2013
4.	1199	16	6.6814	6.6814	18.08.2006	Additional Registrar of Assurances-II, Kolkata in Deed No. 9681/ Book No. I/ Volume No. 1/ Pages 1 to 13/ 2006
5.	1200	43	27.1236	01.2943	06.02.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 06966/ Book No. I/ Volume No. 1/ Pages 1 to 20/ 2008
				14.0000	05.07.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 07327/ Book No. I/ CD Volume No. 80/ Pages 4227 to 4240/ 2008
				04.6569	31.12.2007	Additional Registrar of

						Assurances-II, Kolkata in Deed No. 00003/ Book No. I/ CD Volume No. 1/ Pages 35 to 46/ 2008
				01.5050	05.03.2012	Additional Registrar of Assurances-II, Kolkata in Deed No. 03029/ Book No. I/ CD Volume No. 13/ Pages 1656 to 1669/ 2012
				05.6674	03.10.2013	Additional Registrar of Assurances-II, Kolkata in Deed No. 14691/ Book No. I/ CD Volume No. 14/ Pages 655 to 668/ 2013
6.	1202	35	3.8046	3.8046	04.06.2010	Additional Registrar of Assurances-II, Kolkata in Deed No. 06781/ Book No. I/ CD Volume No. 20/ Pages 4134 to 4155/ 2010
7.	1205	65	23.6885	07.2215	20.10.2007	Additional Registrar of Assurances-II, Kolkata in Deed No. 05298/ Book No. I/ CD Volume No. 12/ Pages 3596 to 3609/ 2009
				16.4670	18.08.2006	Additional Registrar of Assurances-II, Kolkata in Deed No. 9681/ Book No. I/ Volume No. 1/ Pages 1 to 13/ 2006

B. MOUZA GANRAGARI, J.L. NO. 37, P.S. RAJARHAT, DISTRICT NORTH 24 PARGANAS:

Sl No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Total Purchased Area (in Decimals)	Purchased Area (in Decimals)	Date of Purchase Deed	Registration Details
1.	104	01	0.3610	0.0833	18.12.2013	Additional Registrar of Assurances-II, Kolkata in Deed No. 01278/ Book No. I/ Volume No. ___/ Pages 3540 to 3555/ 2014
				0.1111	19.04.2014	Additional Registrar of Assurances-II, Kolkata in Deed No. 05296/ Book No. I/ CD Volume No. 25/ Pages 695 to 711/ 2014
				0.0833	06.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 04558/ Book No. I/ CD Volume No. 26/ Pages 986 to 1002/ 2015
				0.0833	07.09.2015	Additional District Sub-Registrar, Rajarhat in Deed No. 152310856/ Book No. I/ Volume No. 1523-2015/ Pages 143462 to 143487/ 2015
2.	112	37	3.0833	3.0833	13.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 190200376/ Book No. I/ Volume No. 1902-2016/ Pages 12176 to 12202/ 2016
3.	113	32	5.3333	5.3333	13.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 190200376/ Book No. I/ Volume No. 1902-2016/ Pages 12176 to 12202/ 2016
4.	115	09	1.5000	1.5000	13.04.2015	Additional Registrar of Assurances-II, Kolkata in Deed No. 190200376/ Book No. I/ Volume No. 1902-2016/ Pages 12176 to 12202/ 2016

(PART II – Particulars of acquisition of 625.40 Decimal land)

A. MOUZA KALIKAPUR, J.L. NO. 40, P.S. RAJARHAT, DISTRICT NORTH 24 PARGANAS:

Sl No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Total Exchange Area (in Decimals)	Exchange Area (in Decimals)	Date of Purchase Deed	Registration Details
1.	1162	28	27.6380	24.6380	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416515/Book No. I/ Volume No. 1904-2022/ Pages 1008901 to 1008929/ 2022
				03.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416530/Book No. I/ Volume No. 1904-2022/ Pages 1009234 to 1009266/ 2022
2.	1168	38	26.3076	26.3076	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416563/Book No. I/ Volume No. 1904-2022/ Pages 1025384 to 1025414/ 2022
3.	1169	41	35.8900	07.4800	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416526/Book No. I/ Volume No. 1904-2022/ Pages 1009398 to 1009433/ 2022
				24.9300	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416534/Book No. I/ Volume No. 1904-2022/ Pages 1002030 to 1002063/ 2022
				03.4800	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416530/Book No. I/ Volume No. 1904-2022/

						Pages 1009234 to 1009266/ 2022
4.	1174	60	18.4277	18.4277	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416559/Book No. I/ Volume No. 1904-2022/ Pages 1024999 to 1025025/ 2022
5.	1175	55	40.1310	03.3507	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416523/Book No. I/ Volume No. 1904-2022/ Pages 1009043 to 1009076/ 2022
				09.6580	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416541/Book No. I/ Volume No. 1904-2022/ Pages 1009014 to 1009042/ 2022
				27.1223	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416538/Book No. I/ Volume No. 1904-2022/ Pages 1001906 to 1001935/ 2022
6.	1176	70	35.0000	20.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416530/Book No. I/ Volume No. 1904-2022/ Pages 1009234 to 1009266/ 2022
				15.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416533/Book No. I/ Volume No. 1904-2022/ Pages 1009170 to 1009203/ 2022
7.	1187	45	02.0746	02.0746	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416523/Book No. I/ Volume No. 1904-2022/ Pages 1009043 to 1009076/ 2022

8.	1188	88	14.4165	14.4165	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416529/Book No. I/ Volume No. 1904-2022/ Pages 1009204 to 1009233/ 2022
9.	1189	33	32.9700	25.6400	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416537/Book No. I/ Volume No. 1904-2022/ Pages 1024361 to 1024387/ 2022
				07.3300	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416520/Book No. I/ Volume No. 1904-2022/ Pages 1009138 to 1009169/ 2022
10.	1190	31.0000	31.0100	24.1300	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416553/Book No. I/ Volume No. 1904-2022/ Pages 1024784 to 1024809/ 2022
				06.8800	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416520/Book No. I/ Volume No. 1904-2022/ Pages 1009138 to 1009169/ 2022
11.	1191	59.0000	69.4827	10.9033	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416520/Book No. I/ Volume No. 1904-2022/ Pages 1009138 to 1009169/ 2022
				24.7500	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416574/Book No. I/ Volume No. 1904-2022/ Pages 1053238 to 1053264/ 2022
				24.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata

						in Deed No. 190416517/Book No. I/ Volume No. 1904-2022/ Pages 1008876 to 1008900/ 2022
				09.8294	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416525/Book No. I/ Volume No. 1904-2022/ Pages 1009335 to 1009366/ 2022
12.	1192	39.0000	40.0000	26.6700	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416513/Book No. I/ Volume No. 1904-2022/ Pages 1009367 to 1009397/ 2022
				13.3300	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190418564/Book No. I/ Volume No. 1904-2022/ Pages 1085700 to 1085729/ 2022
13.	1193	29.0000	28.5000	14.2500	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416541/Book No. I/ Volume No. 1904-2022/ Pages 1009014 to 1009042/ 2022
				14.2500	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416567/Book No. I/ Volume No. 1904-2022/ Pages 1025200 to 1025226/ 2022
14.	1194	20.0000	23.8033	13.3300	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190418564/Book No. I/ Volume No. 1904-2022/ Pages 1085700 to 1085729/ 2022
				10.4733	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416544/Book No. I/ Volume No. 1904-2022/

						Pages 997135 to 997166/ 2022
15.	1195	12.0000	12.0000	12.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416525/Book No. I/ Volume No. 1904-2022/ Pages 1009335 to 1009366/ 2022
16.	1196	06.0000	06.0000	06.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416569/Book No. I/ Volume No. 1904-2022/ Pages 1024448 to 1024478/ 2022
17.	1197	97.0000	112.4726	15.0832	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416544/Book No. I/ Volume No. 1904-2022/ Pages 997135 to 997166/ 2022
				03.9100	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416543/Book No. I/ Volume No. 1904-2022/ Pages 1009301 to 1009334/ 2022
				26.0000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416560/Book No. I/ Volume No. 1904-2022/ Pages 1024946 to 1024971/ 2022
				24.5000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416551/Book No. I/ Volume No. 1904-2022/ Pages 1009434 to 1009464/ 2022
				26.8800	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416547/Book No. I/ Volume No. 1904-2022/ Pages 1024334 to 1024360/ 2022
				16.0994	01.10.2023	Additional Registrar of

						Assurances-IV, Kolkata in Deed No. 190416549/Book No. I/ Volume No. 1904-2022/ Pages 1024388 to 1024417/ 2022
18.	1198	16	16	16	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416569/Book No. I/ Volume No. 1904-2022/ Pages 1024448 to 1024478/ 2022
19.	1200	43	13.8973	07.5700	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416543/Book No. I/ Volume No. 1904-2022/ Pages 1009301 to 1009334/ 2022
				06.3273	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416549/Book No. I/ Volume No. 1904-2022/ Pages 1024388 to 1024417/ 2022
20.	1201	66	26.2003	15.0585	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416523/Book No. I/ Volume No. 1904-2022/ Pages 1009043 to 1009076/ 2022
				01.2884	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416541/Book No. I/ Volume No. 1904-2022/ Pages 1009014 to 1009042/ 2022
				09.8534	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416567/Book No. I/ Volume No. 1904-2022/ Pages 1025200 to 1025226/ 2022

21.	1203	22	11.4909	11.4909	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416557/Book No. I/ Volume No. 1904-2022/ Pages 1025415 to 1025442/ 2022
22.	1204	27	26.8720	10.8000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416533/Book No. I/ Volume No. 1904-2022/ Pages 1009170 to 1009203/ 2022
				13.5000	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416557/Book No. I/ Volume No. 1904-2022/ Pages 1025415 to 1025442/ 2022
				02.5720	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416555/Book No. I/ Volume No. 1904-2022/ Pages 1024810 to 1024840/ 2022
23.	1206	139	09.2794	09.2794	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416529/Book No. I/ Volume No. 1904-2022/ Pages 1009204 to 1009233/ 2022
24.	1207	67	03.6108	03.6108	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416523/Book No. I/ Volume No. 1904-2022/ Pages 1009043 to 1009076/ 2022

B. MOUZA GANRAGARI, J.L. NO. 37, P.S. RAJARHAT, DISTRICT NORTH 24 PARGANAS:

SI No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Total Exchange Area (in Decimals)	Exchange Area (in Decimals)	Date of Purchase Deed	Registration Details
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1.	138	60	20.1552	20.1552	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416573/Book No. I/ Volume No. 1904-2022/ Pages 1053292 to 1053318/ 2022
2.	139	52	15.1331	15.1331	01.10.2023	Additional Registrar of Assurances-IV, Kolkata in Deed No. 190416573/Book No. I/ Volume No. 1904-2022/ Pages 1053292 to 1053318/ 2022

(PART III – Particulars of purchase of 28.12 Decimal land)

MOUZA GANRAGARI, J.L. NO. 37, P.S. RAJARHAT, DISTRICT NORTH 24 PARGANAS:

SI No	R.S. & L.R. Dag Nos.	Total Land Area (in Decimals)	Total Purchased Area (in Decimals)	Date of Purchase Deed	Registration Details
1.	108	43	15.60	___..2023	
2.	114	23	01.10		
3.	112	37	<u>11.42</u>	___..2023	
			<u>28.12</u>		

THE SIXTH SCHEDULE ABOVE REFERRED TO:

PART-I

(Payment of Taxes and Outgoings)

1. **TAXES AND OUTGOINGS:** The Allottees binds himself and covenants to bear and pay and discharge the following expenses and outgoings: -

- (a) Proportionate share of all Common Expenses (including those mentioned in **Fourth Schedule** hereinabove written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, maintenance charges calculated per Square foot per month of the Net Carpet Area of the Allotted Apartment mentioned in the Second Schedule hereunder written (hereinafter referred to as

"the **Common Area Maintenance Charges**" or "**CAM Charges**"). It is expressly agreed and clarified that the said minimum rate is based on the costs, charges and expenses as are required to be incurred in _____ 2023 for providing and maintaining the essential services in the Project and the same shall be subject to revision at the time of delivery of possession of Allotted Apartment to the Allottees and from time to time thereafter as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the expenses incurred for providing and maintaining essential common services to the Apartment Acquirers. It is clarified that such minimum rate of maintenance charge does not include carrying out of any major repair, replacement, renovation or like of the Common Areas or the Common Installations (including painting of the exterior of the Building) and the same shall be borne proportionately by the Allottees separately and paid to the Maintenance In-charge.

- (b) Proportionate share of all expenses for maintenance management upkeep repair and replacement of the Club Facilities to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, club subscription charges calculated per month for the Allotted Apartment (hereinafter referred to as "**the Club Subscription Charges**"). It is expressly agreed and clarified that the said minimum rate is based on the costs, charges and expenses as are required to be incurred in _____ 2023 for providing and maintaining the Club and the same shall be subject to revision at the time of delivery of possession of Allotted Apartment to the Allottees and from time to time thereafter as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the expenses incurred for providing and maintaining the Club.
- (c) The charges for provision of back-up power to the extent of ____ Watts power to be provided to the Allotted Apartment during power failure/load shedding from the Diesel Generator Set. Such charges shall be calculated taking into account the costs (both fixed and variable, including the cost of diesel, consumables and other stores) of running and maintaining the DG Sets and be billed accordingly on the Allottees proportionately on the basis of power allotted in the Allotted Apartment or shall be ascertained by such other suitable mechanism as may be so decided by the Promoter or the Maintenance In-charge.
- (d) Property tax, municipal rates and taxes and water tax, if any, assessed on or in respect of the Allotted Apartment directly to the concerned authority Provided That so long as the Allotted Apartment is not assessed separately for the purpose of such rates and taxes, the Allottees is liable to and shall pay to the Maintenance

In-charge the proportionate share of all such rates and taxes assessed on the Project.

- (e) Charges for water and any other utilities consumed by the Allottees and/or attributable or relatable to the Allotted Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Allotted Apartment and/or its Appurtenances wholly and if in common with the other Apartment Acquirers proportionately, to the Maintenance In-charge or the appropriate authorities as the case may be.
- (f) All other taxes impositions levies cess fees expenses and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Allotted Apartment by the Allottees wholly in case the same relates to the Allotted Apartment and proportionately in case the same relates to the Project or the Common Areas thereof.
- (g) The Allottees shall also be liable to pay applicable Goods and Services Tax and/or other taxes which are now or may hereafter become payable on any of the aforesaid payments rates taxes impositions and/or outgoings.
- (h) 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.

2.1 All payments mentioned in this Schedule shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottees or in the letter box in the ground floor earmarked for the Allotted Apartment without any delay, demur or default and the Allottees in any event shall be liable to indemnify and keep saved harmless and indemnified the Promoter, the Association and the Maintenance-in-Charge and all other Apartment Acquirers for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Allottees may have on such bills shall be sorted out within a reasonable time but payment shall not be with-held by the Allottees owing thereto. Any amount payable by the Allottees directly to any authority shall always be paid by the Allottees within the stipulated due date in respect thereof.

2.2 The liability of the Allottees to pay the aforesaid outgoings and impositions shall accrue

with effect from the date of delivery or deemed date of delivery of possession of the Allotted Apartment by the Promoter to the Allottees.

PART-II

(House Rules for the user of the Allotted Apartment)

1. Right of Allottees to use Common Areas and essential services:

- (a) The Allottees doth hereby agree and confirm to acquire the Apartment on the specific understanding that his right to the use of Common Areas, the Shared Common Areas and availing the essential services provided and maintained by the Maintenance In-charge shall be subject to timely payment of CAM Charges, Club Subscription Charges as billed in terms hereof by the Promoter or Facility Maintenance Agency or the Association of the Allotteess as the case may be and performance by the Allottees of all his obligations in respect of the terms and conditions contained in this Deed and specified by the Maintenance In charge or the Association of Allotteess from time to time.
- (b) The Allottees acknowledges that upkeep of the Common Areas, the Shared Common Areas and availing the essential services provided maintained by the Maintenance In-charge is for the benefit of all the Apartment Acquirers in the Project and non-payment thereof by the Allottees would adversely affect the services and maintenance and/or interest of the other Apartment Acquirers and as such in the event of any default on the part of the Allottees in making timely payment of such CAM Charges and Club Subscription Charges, the Allottees shall be liable to pay interest at the rate of 18% per annum on the amounts remaining outstanding.

And if such default shall continue for a period of three (3) months then and in that event the Allottees shall not be entitled to avail of any of the facilities and/or utilities available to the Allottees and the Maintenance In-charge (whether it be the Promoter and/or Facility Maintenance Agency and/or the Associations of the Allotteess as the case may be) shall be entitled to and the Allottees hereby consents:

- (i) to withdraw the lift facilities, Club Facilities and other common services and/or facilities to the Allotted Apartment of the Allottees and/or to the members of its family including the Allottees's visitors, servants and agents;

- (ii) to demand and directly realize rent and/or other amounts becoming payable to the Allottees by any tenant or licensee or other occupant in respect of the Allotted Apartment.
- (iii) to disrupt the supply of water and/or power back-up through the generator in the Allotted Apartment of the Allottees etc.
- (iv) to claim all expenses including attorney's fees paid and/or incurred by the Maintenance In-charge in respect of any proceedings brought about to realise such unpaid CAM Charges or Club Subscription Charges or to enforce any lien in respect of such unpaid CAM Charges or Club Subscription Charges.

And such services and/or facilities shall not be restored until such time the Allottees has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate and the cost charges and expenses incurred by the Maintenance In-charge for disconnecting or disrupting such services and/or facilities and also for restoring the same.

2. Allottees's Covenants For Usage of the Allotted Apartment:

- 2.1 After the Allottees has taken over possession of the Allotted Apartment, the Allottees as a separate covenant has agreed:
- a) To co-operate at all times with the other Allottees/occupiers of the other Apartments Acquirers and the Promoter and the Maintenance In-charge in the management maintenance control and administration of the Project and the Common Areas.
 - b) To observe and abide by the rules and regulations framed from time to time by the Maintenance In-charge for the user and maintenance of the Project.
 - c) To use the Allotted Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any noisy illegal or immoral activity at the Allotted Apartment or any activity which may cause nuisance or annoyance to the other Apartment Acquirers.
 - d) To apply for and obtain at his own costs separate assessment and mutation of the Allotted Apartment in his name in the records of concerned authority within 06 (six) months from the date of conveyance.
 - e) To keep the Common Areas, Shared Common Areas and services and facilities availing therefrom, open spaces, parking areas, paths, passages, land scaping, staircases, lobby, landings etc. in the Project free from obstructions and

encroachments and in a clean and orderly manner.

- f) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, concerned Municipality/Panchayat/Authority, WBSEB, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Allotted Apartment as well as the user operation and maintenance of lifts, generator, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- (g) To keep the Allotted Apartment Flat in a clean, tidy and repaired condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Allotted Apartment.

2.2 The Allottees hereby further covenants by way of negative covenants as follows:

- a) NOT to sub-divide the said Allotted Apartment or the Parking space or any part thereof.
- b) NOT to do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever notwithstanding any temporary obstruction in the Allottees's enjoyment of the Allotted Apartment.
- c) NOT to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Project and/or compound or any portion of the Building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT to hang from or attach to the beams columns or rafters nor store or keep any articles or machinery within the Allotted Apartment which are heavy or likely to affect or endanger or damage the building or any part thereof.
- e) NOT to fix or install air conditioners in the Allotted Apartment save and except at the places, which have been specified in the Allotted Apartment for such installation.
- f) NOT to keep or allow goods, articles or materials of any description to be stored, stocked or displayed on any of the common parts.
- g) NOT to do or cause anything to be done in or around the said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the Allotted Apartment or any portion over below or adjacent to the Allotted Apartment.
- h) NOT to use the Allotted Apartment or any part or portion thereof for any political meeting nor for any trade or business.
- i) NOT to permit any sale by auction or public meeting or exhibition by display to be held upon the Allotted Apartment nor to permit or suffer to be done into or

upon the Allotted Apartment or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, unreasonable annoyance or unreasonable inconvenience to the other Allottees and/or occupiers.

- j) NOT to keep in the Allotted Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable, radioactive or explosive which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the Allotted Apartment and/or any other Apartment in the said Project.
- k) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the Project.
- l) NOT to close or permit the closing of verandahs or balconies 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 or balconies or any external walls or the fences of external doors and windows including grills of the Allotted Apartment which in the opinion of the Maintenance In-charge differs from the colour scheme of the building or may affect the elevation in respect of the exterior walls of the said building.
- m) NOT to install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such design as shall be approved by the Promoter and / or the Architect.
- n) NOT to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Allotted Apartment or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- o) NOT to remove or shift any load bearing wall of the Allotted Apartment nor to make in the Allotted Apartment any structural addition and/or alteration such as beams, columns, partition walls etc. thereof or improvement of a permanent nature except with the prior approval in writing of the Promoter and/or any concerned authority.
- p) NOT to fix or install any antenna on the roof or terrace of the building excepting that the Allottees and all other apartment Acquirers shall jointly be entitled to avail of the central antenna facilities if so provided by the service providers to them at their costs.
- q) NOT to use the said Allotted Apartment or permit the same to be used as a Boarding House, Club House, Nursing Home, Amusement or Entertainment

Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.

- r) NOT to display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the Project.
- s) NOT to commit or permit to be committed any form of alteration or changes in the beams, columns, pillars of the building passing through the Allotted Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving any other Apartment in or portion of the Project.
- t) NOT to carry or cause to be carried any wiring for electricity, broadband connection, cable TV or for any other purpose by cutting holes in the exterior walls of the Allotted Apartment or walls of the common areas except through from the electrical ducts only.
- u) NOT to install or keep or operate any generator in the Allotted Apartment or in any Common Areas.

2.3 **Allottees's Covenants For Usage of the Parking Space, if allotted:**

- a) The Parking Space if allotted to the Allottees shall be used only for the purpose of parking of a passenger car or two-wheeler as the case be of the Allottees and shall not be used for any other purpose whatsoever.
- b) The Allottees shall not use or permit anybody to use the Parking Space for storage, rest, recreation, sleep of servants, drivers or else one nor shall cover up and/or make any construction on its parking space.
- c) The Allottees shall not park nor shall permit anybody to park car or two wheeler in his Parking Space in a manner, which may obstruct the movement of other car(s)/two wheeler(s) nor shall park car/two wheeler on the passage, pathway or open spaces of the building or at any other spaces except the space allotted to it.
- d) In the event of the Allottees washing car or two wheeler or permitting anybody to do so in that event it will be obligatory on the part of the Allottees to clean up the entire space.
- e) The Allottees agrees not to grant, transfer, let out or part with the Parking Space if any, independent of the Allotted Apartment nor vice versa, with the only exception being that the Allottees may grant transfer let out or part with the Parking Space, if any or the Allotted Apartment independent of the other or others to any other Apartment Acquirers of the Building and none else.
- f) The Allottees agrees to abide by all the rules and regulations as may be made applicable from time to time for the use of the Parking Spaces by the Maintenance

In-charge.

- 3. Breach of House Rules:** The Allottees shall be fully responsible for any loss or damage arising out of breach of any of the aforesaid House Rules.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Other terms and conditions)

- 1. Additions or Replacements:** As and when any plant and machinery, including but not limited to, DG set, lifts, pumps, firefighting equipments or any other plant, machinery and/or equipment of capital nature etc. require major repairs, renovation, replacement, up gradation, additions etc. or as and when painting of the exterior of the building is required, the cost thereof shall be contributed by all the Apartment Acquirers in the Project on proportionate basis as specified by the Promoter and upon its formation by the Association and its taking charge of the acts relating to the Common Purposes and the concerned persons, at the material time, shall have the sole authority to decide the necessity of such replacement, upgradation, additions, painting etc. including its timings or cost thereof and the Allottees agrees to abide by the same. It is clarified that the CAM charges as be fixed and charged to the Apartment Acquirers does not include the above cost.
- 2. Maintenance and Association**
- 2.1 Upon completion of the Project and obtaining of the completion certificate of the Project and formation and operationalization of the Association of the Allottees, the Promoter will hand over management for maintenance of the Project to the Association for which the Allottees may be required to execute an instrument. The Allottees will be required to complete the formalities of becoming a member of the Association. The Allottees shall observe and abide by all the byelaws, rules and regulations prescribed by the Association in regard to user and enjoyment of the Allotted Apartment and common areas and facilities in the Project.
- 2.2 In the event the Association has been formed but there are Apartments in the Building that are not sold by the Promoter, till such time the unsold Apartments are not sold, all outgoings pertaining to the unsold Apartments shall be payable by the Promoter. Further the Allottees and/or the Association shall not do any act deed or thing which may restrict or impede sale or otherwise transfer of the unsold Apartments to any of the prospective Allottees.
- 2.3 For availing essential services and maintenance of the Common Areas, the Allottees shall be liable to remit per month the CAM Charges as per the Net Carpet Area of his Apartment to

the Promoter or the Facility Maintenance Agency and upon its formation to the Association by them from time to time.

- 2.4 For availing Club facilities, the Allottees shall be liable to remit per month the Club Subscription Charges to the Promoter or the Facility Maintenance Agency and upon its formation to the Association by them from time to time.

3. Interim Maintenance Period:

- 3.1 During the interim maintenance and providing essential services period between obtaining of the completion certificate of the Project and formation and operationalization of the Association, the Promoter itself or through a Facility Management Agency shall provide and maintain essential services in the Project (including the Club).

- 3.2 The Rules/Bye Laws to regulate the use and maintenance of the Common Areas and provide essential services shall during the interim maintenance period shall be such as may be framed by the Promoter itself or through the Facility Management Agency with such restrictions as it deems fit and proper and all the Allottees are bound to follow the same. After the maintenance and management of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws as may be framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

- 3.3 For the avoidance of any doubt, it is clarified that if within the time period of 60 days specified by the Promoter in the notice issued by the Promoter to the Allottees and the other Apartment Acquirers, the Apartment Acquirers fails and/or neglects to take over from the Promoter the hand over and/or transfer, as the case may be, of the Common Areas and the responsibilities of maintenance and providing essential services then on the expiry of the aforesaid period, the Promoter shall no longer be liable or responsible for the same. Each of such liabilities, responsibilities, obligations etc. shall on and from such date be and/or be deemed to stand vested in all the Apartment Acquirers including the Allottees hereto. Further, as and when the Promoter deems fit and proper, the Promoter will also transfer to the Association upon its formation and taking charge of the acts relating to the Common Purposes the Sinking Fund Deposit amount made by the Allottees without any interest thereon, after adjusting all amounts then remaining due and payable by the Allottees to the Promoter together with interest accrued thereon, and the amounts thus transferred, shall be held by the Association, to the account of the Allottees, for the purposes therefore.

- 4. Conditions on Transfer by Allottees:** The Allottees shall not be entitled to let out, sell,

transfer, assign or part with possession of the Allotted Apartment until all the charges outgoings dues payable by the Allottees to the Maintenance In-charge in respect of the Allotted Apartment are fully paid up and a No Dues certificate is obtained by the Allottees from the Maintenance In-charge.

- 5. Right to put Neon-Sign etc. by Promoter:** The Allottees shall allow the Promoter, the Owner and the acquirers of the retail spaces and the Promoter and the Owner shall be entitled to put or allow its group companies or associate concerns or the acquirers of the retail spaces in the Building to put neon-sign, logo or like on the Roof or on the façade of the Building as the Promoter or the Owner, may in its sole discretion, think fit and proper and such right shall be excepted and reserved unto the Promoter and the Owner.
- 6. Additional Constructions:** The Allottees admits and acknowledges that at the treaty of sale of the Allotted Apartment to the Allottees, the Allottees has been specifically made aware of by the Promoter and the Owner that the Promoter and the Owner shall be entitled to do all or any of the following acts deeds matters and things as mentioned below and the Allottees shall not question or dispute the same and hereby grants its consent for the same:
- (a) That the Promoter shall be entitled to and may construct additional floors/apartments/retail spaces by consuming unutilized Floor Area Ratio available for the Project and/or by constructing a separate building thereat in subsequent phases as per the plans as be sanctioned by the concerned authority and the Promoter and the Owner shall be entitled to sell or otherwise deal with the same to its sole benefit and while doing so the Promoter shall ensure that there would not be any changes in the lay out of the Allotted Apartment;
 - (b) That the Promoter shall be entitled to and shall construct a multi-level car parking building at the Subject Properties for parking of motor cars in a phase-wise manner by constructing additional floor or floors with every phase of the Project;
 - (c) That the Promoter shall be entitled to use and allow any Allottees to use parking spaces including as mechanized car parking spaces and/or for parking motor car(s) or two wheelers in the Project as per the plan as sanctioned and as be sanctioned in future by the concerned authority.

For doing so by the Promoter, the Allottees agrees and ensures that he shall not in any way cause any obstruction hindrance or interference nor shall claim any right whatsoever over the benefits arising to the Promoter or the Owner by doing or carrying out the acts deeds and things mentioned in this clause including over additional constructions and/or

additional car parking spaces, on the contrary the Allottees agrees to render all cooperation as may be necessary and required by the Promoter in that regard.

7. Project Access Land, 40m Strip of Land and Club Usage: The Allottees hereby acknowledges and confirms that the Promoter has made the Allottees fully aware of the following as also captured in the Agreement and reiterated hereinbelow:

- (i) that the Project Access Land shall be used and enjoyed by the Owners and occupiers of the Owner's Adjacent Housing Project, being another housing project to be developed and/or caused to be developed by the Owner on the opposite side of the Project;
- (ii) that the Owner shall be entitled to enter into necessary agreement/arrangement with the Owners and occupiers of lands lying adjacent to the Subject Properties to permit them to use and enjoy the Project Access Land along with their respective transferees and in turn such Owners and occupiers of lands lying adjacent to the Subject Properties would allow the Owner and its transferees to use and enjoy two more strips of lands measuring about 15 meters each, on either side of the Project Access Land, all together aggregating to about 40 meters (hereinafter referred to as "the **40m Strip of Land**") which shall be kept open to sky for all times;
- (iii) that the said 40m Strip of Land (including the Project Access Land) falls under the 'no construction zone' of the Appropriate Authority and there is a proposal for construction of a public road over the same in future under the Land Use Development Control Plan of the Appropriate Authority and for this reason the Project Access Land will always be left open to sky and be used for ingress, egress and to lay to lay drainage, sewage, electricity, telephone, water, gas, electronic, digital, communication, data transfer and other wire, pipelines, conduits etc. and form part of the Shared Common Areas;
- (iv) that the Club (including the podium) being developed by the Promoter at the Subject Properties shall be used and enjoyed by the Owners, occupiers and transferees of the Owner's Adjacent Housing Project and all of them shall pay monthly subscription charges for day to day running, maintenance, management and upkeep of the club at the rates fixed by the Promoter, which shall stand increased proportionately for both the Project developed on the Subject Properties and the Owner's Adjacent Housing Project developed on the opposite side thereof. The Promoter shall provide the first time equipment and infrastructure to be installed in the Club. The Promoter shall handover the management and administration of the Club to the Association of the flat buyers of the Project at

- the Subject Properties SUBJECT HOWEVER TO the right to use and enjoy the Club by the flat/unit buyers/transferees of the Owner's Adjacent Housing Project also.
- (v) that permanent heritable and transferable right to use and enjoy the Shared Common Areas shall be granted in favour of the Allottees;

The Allottees agrees and undertakes not to raise any objection or cause any hindrance to the Promoter and the Owner exercising their rights and entitlements mentioned above AND grants his/her/its consent for the same AND ALSO acknowledges and confirms that the Allottees is fully aware of such rights and entitlements reserved by the Owner and the Promoter to their sole benefit.

- 8. Indemnity by Allottees:** The Allottees shall be and remain responsible for and to indemnify the Promoter the Owner and the Maintenance-in-Charge against all damages, costs, expenses, claims, demands, actions and proceedings occasioned to the Project or any part thereof or to any person due to negligence or any act deed or thing made done or occasioned by the Allottees or suffered by the Promoter or the Owner or the Maintenance In-charge as a result of any act of omission or negligence of the Allottees or the servants agents licensees or invitees of the Allottees and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions of the Agreement to be observed fulfilled and performed by the Allottees.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

(Easements)

- A. The Allottees shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Allotted Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Owner and other persons deriving right, title and/or permission from the Promoter and the Owner, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- (i) The right of access and use of the Common Areas and Shared Common Areas in common with the Owner and/or the Promoter and/or other Co-owners and the Maintenance In-charge and/or persons permitted by the Owner and Promoter for normal purposes connected with the use of the Allotted Apartment, subject to the house rules.
- (ii) The right of protection of the Allotted Apartment by and from all other parts of

the Building so far as they now protect the same.

- (iii) The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Allotted Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Allotted Apartment.
- (iv) The right of the Allottees with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Allotted Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Allotted Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Allottees's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby, without damaging the other parts of the building.
- (v) All the above easements are subject to and conditional upon the Allottees paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Allottees under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Allottees to be observed and performed hereunder.

B. The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Owner and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:

- (i) The right of access and use of the Common Areas and Shared Common Areas in common with the Allottees and/or other person or persons entitled to the other part or parts or share or shares of the Project.
- (ii) The right of flow in common with the Allottees and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Allotted Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Allotted Apartment as

far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.

- (iii) The right of protection of other part or parts of the Building by all parts of the Allotted Apartment as the same can or does normally protect.
- (iv) The right as might otherwise become vested in the Allottees by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
- (v) The right with or without workmen and necessary materials to enter from time to time upon the Allotted Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Buildings and/or the Project and also for the purpose rebuilding or repairing any part or parts of the Buildings (including any Common Areas and Shared Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Allottees a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

Signature _____

Name:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottees:

Signature _____

Name: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name:

Witnesses to the above executants:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

Drafted by me and approved by the parties:

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED by the Promoter from the within named Allottees the within mentioned sum of Rs. _____ /- (Rupees _____ only) being the consideration in full payable under these presents by Cheques/Pay Order/Cash/Transfer and other instruments as per Memo written herein below which includes the entitlement of the Owner received by it from time to time from the Promoter:

MEMO OF CONSIDERATION

Sl. No.	By or out of Cash/Demand Draft/Cheque/RTGS/ N EFT Number	Date	Bank	Amount (in Rs. P.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
	TOTAL			<u>Rs./-</u>

(Rupees _____ only)

Witnesses:

DATED THIS DAY OF 202...

BETWEEN

**SIDDHA REAL ESTATE DEVELOPMENT PRIVATE
LIMITED**

... PROMOTER

AND

ARCH GRIHA NIRMAN PRIVATE LIMITED

... OWNER

AND

... ALLOTTEES

CONVEYANCE

**(Apartment No. _____, Block - _____
Siddha Serena)**

PANKAJ SHROFF & COMPANY

Advocates

**"Diamond Heritage", Unit N611, 6th floor,
16, Strand Road,
Kolkata – 700 001**

SIDDHA REAL ESTATE DEVELOPMENT PVT LTD

Subhro

Authorised Signator

