

DEED OF SALE

This **Deed of Sale** is made on **this the** **day of** **,** **Two**
Thousand and Twenty four at Kolkata;

Between

SARDAR REALITIES PRIVATE LIMITED (CIN no. U74999WB2017PTC220107), a company incorporated under the provisions of the Companies Act, 2013, having its registered office and corporate office at 154, Lenin Sarani, 6th floor, Post Office- Dharamtalla & Police Station- Bowbazar, Kolkata 700 013, West Bengal, represented by its Director cum authorized signatory **ALI ASGAR SARDAR (PAN# ALQPS7767K, AADHAAR# 714114177044, MOBILE# 7605891015)**, son of Late Murad Ali Sardar, by faith Islam, by Nationality Indian, by occupation Business, residing at 12/3, Kazi Para Lane, Sibpur, Post Office- Sibpur, Police Station- Sibpur, Howrah-711102, authorized vide board resolution dated 10/08/2023 hereinafter referred to as the **"Owner/Vendor"** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest and assigns) of the **One Part;**

And

Sri/Smt. _____, (Pan# _____,
Aadhaar# _____, Mobile# _____),
son/daughter/wife of _____, by faith _____, by
Nationality Indian, by occupation _____, presently residing
at _____
_____, _____, Post
Office _____, Police Station _____,
District _____, PIN _____, hereinafter severally/collectively
referred to as the **"Purchaser/s"** (which term or expression shall unless excluded
by or repugnant to the subject or context mean and include their respective heirs,
heiresses, executors, administrators, legal representatives and assigns) of the **Other
Part;**

The Owner/Vendor and the Purchaser/s shall collectively be referred to as the **"Parties"**
and individually as a **"Party"**.

Whereas:

- A.** The Vendor is the absolute lawful owner of **All That** piece or parcel of **Bastu Land** measuring **10.5 Satak/Decimal equivalent to 6 (Six) Cottah 6 (Six) Chittack** more or less lying and situate at **Holding No. 560/A (New), 560, 486 (Old) Anandamayeetala, Khalishani Bose Para Road, Ward No. 14** within the limits of the **Chandannagar Municipal Corporation**, comprised in **J. L. No. 01, Tauji No. 165, R.S. Dag No. 243 corresponding to L.R. Dag No. 406, R.S. Khatian No. 125 corresponding to L.R. Khatian No.004, Sheet No. 16, Mouza, D.R. Office, A.D.S.R. Office, Police Station & Municipal Corporation, all at Chandannagar in the District of Hooghly, West Bengal Together With** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the erstwhile owner in the said land and appurtenances for access and user thereof subject to free from all encumbrances and vacant possession thereof, morefully and particularly described in **First Schedule** hereunder written and hereinafter referred to as the "**Said Premises**". The vesting of the absolute freehold ownership of the Said Premises in favour of the Owner/Vendor is more particularly detailed in **Second Schedule** hereunder written.
- B.** The Owner/Vendor desired to develop the Said Premises comprising of several residential flats, shop/office spaces and car parking spaces.
- C.** The Owner/Vendor got a Building Plan sanctioned from Chandannagar Municipal Corporation under **Building Permit No. SWS-OBPAS/1806/2023/0453 dated 31/08/2023** (hereinafter referred to as the "**Said Plan**") whereby the Owner/Vendor became entitled to undertake development of the said Premises by causing construction of a new building at the said Premises comprising of **Ground Plus Three (G+3) storied building** (hereinafter referred to as the "**New Building**"). The name of the building is "**Swapna Nilay**" ("**Project**").
- D.** The Purchaser/s, being desirous of purchasing a **residential Flat** forming part in the Project, approached to the Owner/Vendor for purchase of a self-contained **___BHK Residential Flat No. ___ at _____side** having a **Super Built Up Area about _____Sq. ft.** more or less on the **_____ Floor** of the building named "**Swapna Nilay**" lying and situate at the said premises **Together With** undivided proportionate share in the land comprised in the Said Premises **Together With** Right to Park One Medium Size Four Wheeler Car in Covered Car

Parking Space at the said premises (hereinafter collectively referred to as the "Said Flat"), more particularly described in **Third Schedule** hereunder written and the Deed Plans of the Flat and the Car Parking Space are separately annexed hereto and bordered "Red" **Together With** right to use the proportionate undivided shares in the Common Areas (defined below).

- E. Subsequently, the Owner/Vendor agreed to transfer and the Purchaser/s agreed to purchase the Said Flat on freehold ownership basis subject to the terms and conditions as mutually agreed upon by and between themselves.
- F. The Purchaser/s has/have paid in full the payment of **Rs. _____/- (Rupees _____) Only** as agreed, from time to time.
- G. The Owner/Vendor since has completed construction of the Said Flat, intimated the Purchaser/s about its intention of executing this Deed.
- H. The Purchaser/s has/have now approached the Owner/Vendor for execution of this Deed which the Owner/Vendor has agreed.

Now, Therefore, It Is Witnesseth That:

1. Definitions:

In this Deed, (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the following meanings assigned to them herein below:

"**Applicable law**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority/New Town Kolkata Development Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;

"**Association**" shall mean "**Swapna Nilay Apartments Ownership Association**" to be set up under the West Bengal Apartment Ownership Act, 1972 or as per applicable laws;

"**Common Areas**" shall mean the areas, amenities and facilities within the Project specified in **Fourth Schedule** herein;

"**Common Expenses**" shall include all expenses for the management, maintenance and upkeep of the Project as indicated in **Fifth Schedule** hereto and

shall be proportionately payable periodically as Maintenance Charges by all Unit Owners including the Purchaser/s;

"Common Purposes" shall include the purpose of managing and maintaining the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;

"Maintenance Agency" shall mean initially the Owner/Vendor or any entity/agency appointed by the Owner/Vendor for the maintenance and shall ultimately mean the Association formed in terms of this Deed;

"Unit Owners" shall according to the context, mean all purchasers and/or intending purchasers of different Apartments for residential/commercial purpose in the Project.

"Said Premises" means the piece of land mentioned in **First Schedule** as stated hereinafter.

2. Conveyance And Transfer:

In consideration of the payment mentioned in the **Memo Of Consideration** hereinbelow, the Owner/Vendor:

- (a) hereby sell convey and/or transfer, absolutely and forever, to the Purchaser/s the Said Flat being a self-contained **___BHK Residential Flat No. ___** at **_____ side** having a **Super Built Up Area about _____ Sq. ft.** more or less on the **_____ Floor** of the building named **"Swapna Nilay"** lying and situate at the said premises **Together With** Right to Park One Medium Size Four Wheeler Car in Covered Car Parking Space at the said premises being **All That** piece or parcel of **Bastu Land** measuring **10.5 Satak/Decimal equivalent to 6 (Six) Cottah 6 (Six) Chittack** more or less lying and situate at **Holding No. 560/A (New), 560, 486 (Old) Anandamayeetala, Khalishani Bose Para Road, Ward No. 14** within the limits of the **Chandannagar Municipal Corporation**, comprised in **J. L. No. 01, Tauji No. 165, R.S. Dag No. 243 corresponding to L.R. Dag No. 406, R.S. Khatian No. 125 corresponding to L.R. Khatian No.004, Sheet No. 16, Mouza, D.R. Office, A.D.S.R. Office, Police Station & Municipal Corporation, all at Chandannagar in the District of Hooghly, West Bengal Together With Together With** undivided proportionate share in the land comprised in the

Said Premises (All the aforesaid, hereinafter collectively referred to as the "**Said Flat**"), more particularly described in **Third Schedule** hereunder written and the Deed Plan of the residential Flat is annexed hereto and bordered "**Red**" **Together With** right to use the proportionate undivided shares in the Common Areas (defined below); and

- (b) hereby grant a perpetual and non-exclusive right to use and enjoy the Common Areas in common with all the other Unit Owners;

free from all encumbrances, trusts, liens, lispendens, mortgages, charges and attachments whatsoever with freehold title and all benefits and rights hereby granted to the Purchaser/s, subject further to the observance and performance by the Purchaser/s of all the terms and conditions of the management, administration and maintenance of the Common Areas and subject further to the Purchaser/s paying and discharging all rates, taxes, impositions, outgoings relating to the period from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the **Said Flat** and proportionately with respect to the Common Areas.

The term '**Said Flat**' wherever used in this Deed shall include all the properties and rights mentioned hereinabove which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one **Residential Unit**.

And It Is Hereby Expressly Agreed And Made Clear that the payments paid by the Purchaser/s includes the cost of pro rata share in the common areas as defined under the West Bengal Housing Industry Regulation Act, 2017 (**Act**) and as such upon formation of the Association the pro rata share of the Purchaser/s into or upon the common areas hereby sold and transferred in favour of the Purchaser/s shall stand transferred and/or vested in the Association upon formation without any further act deed or thing as provided under the provisions of Section 17 of the West Bengal Housing Industry Regulation Act, 2017 and until then the Purchaser/s shall hold the same in trust for such Association.

The right of the Purchaser/s shall be restricted to the **Said Flat** together with the right to use the common areas and the Purchaser/s shall have no right, title or interest whatsoever in respect of the others units and car parking spaces in the Project.

In respect of the other spaces, properties and other rights which are not intended to be transferred to the Purchaser/s as aforesaid, the Owner/Vendor shall be

entitled to use, utilize, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by it in its absolute discretion (provided the same are not contrary to the terms and conditions of the Deeds of Sale in favour of the Unit Owners including the Purchaser/s herein), without any reference or objection of the Purchaser/s. The Purchaser/s hereby consent/s to the same and undertake/s not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.

The Purchaser/s shall use and enjoy the **Said Flat** in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owners and/or of the Landowner.

The Purchaser/s shall be entitled **To Have And To Hold** the **Said Flat** hereby granted sold conveyed transferred assigned assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser/s absolutely and forever in the manner not inconsistent with his/her/their rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owners and/or of the Landowner/Promoter.

The sale of the **Said Flat** is together with and subject to the mutual easements and restrictions mentioned in this Deed including **Sixth Schedule** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed and **Fifth Schedule** hereto, which shall be covenants running with the said Apartment in perpetuity.

3. Covenants Of The Owner/Vendor:

The Owner/Vendor hereby covenants with the Purchaser/s that it:

- (a) has the right to sell, transfer and convey the **Said Flat** to the Purchaser/s free from all encumbrances;
- (b) shall, at the costs and requests of the Purchaser/s, execute all necessary documents as may be reasonably required for more perfectly assuring the **Said Flat** unto and in favour of the Purchaser/s.

The Owner/Vendor hereby covenants with the Purchaser/s that the Owner is lawfully entitled to develop the Project and to transfer its rights in respect of the **Said Flat**.

The Owner/Vendor hereby further covenants with the Purchaser/s that the Owner/Vendor has received payment of **Rs._____/- (Rupees _____) Only** and acknowledges the receipt thereof in the **Memo Of Consideration** hereunder written.

The Owner/Vendor hereby further covenants that the Purchaser/s shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including **Fifth Schedule** and **Sixth Schedule**, peaceably own, hold and enjoy the **Said Flat**.

The Owner/Vendor hereby further covenants that the Purchaser/s shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispens debuttar or trust or claims and demands whatsoever created occasioned or made by the Owner/Vendor or any person or persons having or lawfully or equitably claiming from, under or in trust for them.

4. Covenants Of The Purchaser/s:

The Purchaser/s agree/s, undertake/s and covenant/s to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in the Agreement for Sale (as if they were incorporated in these presents) and in this Deed and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein or herein;
- (b) pay wholly in respect of the **Said Flat** and proportionately in respect of the Common Areas, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including Service Tax and/or GST, betterment and/or development charges under any statute, rule or regulation, electricity charges and the Common Expenses and Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the **Said Flat** and/or relating to this Deed of Sale shall be paid without raising any objection thereto, within 15 (fifteen) days of demand being made and the Owner shall not be liable for the same under any circumstances;
- (c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the **Said Flat** and ensure that those to the other Unit Owners are not adversely affected by any acts or

defaults of the Purchaser/s;

- (d) not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the transfer, sale or disposal of any other unit or apartment or shop or office or car parking space in the Project;
- (e) not question the quantum or apportionment of the Common Expenses mentioned in **Part-IV of Fifth Schedule (Common Expenses)** or the basis thereof;
- (f) not object to the user of the Common Areas (mentioned in **Fourth Schedule**) by the other Unit Owners;
- (g) comply with and honour the mutual easements, common rules and restrictions mentioned in **Sixth Schedule**;
- (h) get the **Said Flat** mutated in his/her/their name/s and/or separately assessed by the Corporation;
- (i) pay all amounts and deposits that are payable by the Purchaser/s under this Deed of Sale and/or which are the liability of the Purchaser/s under this Deed of Sale even if the same are demanded and/or become payable subsequent to the execution of this Deed of Sale; and
- (j) pay all future betterment/development charges etc. relating to the **Said Flat** and/or the Common Areas.

The Purchaser/s hereby acknowledges that it is his/her/their obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of his/her/their **Said Flat** for the period commencing from as stipulated and shall be liable to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the Owner/Vendor and/or its successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

5. Possession:

At or before the execution of this Deed, the Purchaser/s herein confirms that he/she/they has/have independently satisfied himself/herself/themselves about the right, title and interest of the Owner/Vendor in the Said Premises, the Plans and the constructions, including the quality and specifications thereof, the covered area and the super built-up area of the **Said Flat**, the workmanship, the quality

of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants of the Building and the completion of the Building, the Common Areas and the **Said Flat** and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the **Said Flat** has been handed over by the Owner/Vendor to the Purchaser/s, which the Purchaser/s admits, acknowledges and accepts.

The First Schedule As Referred To Hereinabove:

[Said Premises]

All That piece or parcel of **Bastu Land** measuring **10.5 Satak/Decimal equivalent to 6 (Six) Cottah 6 (Six) Chittack** more or less **Together With** a pucca single storied residential R.T. Shed/ structure having a **covered area about 200 Sq.ft.** more or less lying and situate at **Holding No. 560/A (New), 560, 486 (Old) Anandamayeetala, Khalishani Bose Para Road, Ward No. 14** within the limits of the **Chandannagar Municipal Corporation**, comprised in **J. L. No. 01, Tanji No. 165, R.S. Dag No. 243 corresponding to L.R. Dag No. 406, R.S. Khatian No. 125 corresponding to L.R. Khatian No.004, Sheet No. 16, Mouza, D.R. Office, A.D.S.R. Office, Police Station & Municipal Corporation, all at Chandannagar in the District of Hooghly, West Bengal Together With** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Land and appurtenances and inheritances for access and user thereof, free from all encumbrances. The Said Land is butted and bounded as under:

On the North	: By vacant land of Hemali Dasgupta & ors.;
On the East	: Partly by property of Hemali Dasgupta & ors., partly by property of Sunil Saha and partly by common passage;
On the South	: By property of Tarun Kanti Ghosh and
On the West	: Partly by vacant land of Jiban Santra and partly by pond of Jiban Santra;

The Second Schedule As Referred To Hereinabove:

[Devolution Of Title]

- A.** By virtue of a **Bengali Deed of Gift made and executed on 25th day of January, 1965, and registered in the Office of the A.D.S.R., Chandannagar, and recorded in Book No.I, Volume No. 13, Pages 38 to 42, Being No. 272 for the year 1965**, one Priyalal Dasgupta became the absolute and lawful owner of **Bastu Land** measuring **10.5 Satak/Decimal equivalent to 6 (Six) Cottah 6 (Six) Chittack** more or less lying and situate at **Holding No. 486 (Old) Anandamayeetala, Khalishani Bose Para Road, Ward No. 14** within the limits of the **Chandannagar Municipal Corporation**, comprised in **J. L. No. 01, Tanji No. 165, R.S. Dag No. 243 corresponding to L.R. Dag No. 406, R.S. Khatian No. 125 corresponding to L.R. Khatian No.004, Sheet No. 16, Mouza, D.R. Office, A.D.S.R. Office, Police Station & Municipal Corporation, all at Chandannagar in the District of Hooghly, West Bengal Together With** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the erstwhile owner in the said land and appurtenances for access and user thereof subject to free from all encumbrances and vacant possession thereof ("**Said Land**").
- B.** While seized and possessed of the said land, the said Priyalal Dasgupta got his name mutated in the Assessment Roll of the Chandannagar Municipal Corporation and thereafter, constructed a residential pucca house thereon.
- C.** While seized and possessed of the said land **Together With** residential structure, the said Priyalal Dasgupta died intestate on **17th day of September, 1968** leaving behind his legal heirs namely, his wife, Nilima Dasgupta, his only son, Ajoy Dasgupta and his only married daughter, Tapati Dasgupta as per Hindu Law of Succession.
- D.** Thus, by virtue of inheritance as per the Hindu Law of Succession, the legal heirs of Late Priyalal Dasgupta became joint owners of the said land **Together With** residential structure thereon.
- E.** While seized and possessed the undivided shares of or in the said land **Together With** residential structure thereon, the said Tapati Dasgupta @ Tapati Gupta died intestate on **14th day of March, 1987** leaving no issue and the said Nilima Dasgupta died intestate on **28th day of March, 2013** leaving behind their only legal heir, the said Ajoy Dasgupta as per Hindu Law of Succession.

- F.** Thus, by virtue of inheritance as per the Hindu Law of Succession, the said Ajoy Dasgupta became absolute and lawful owner of the said land and building.
- G.** While seized and possessed of the Said Land **Together With** residential structure thereon, the said Ajoy Dasgupta got his name mutated in the Assessment Roll of the Chandannagar Municipal Corporation under **Holding No.560 (New), 486(Old), Ward No.14, Khalisani Bose Para** and paid property tax on regular basis and also got his name recorded in the books of the Block Land and Land Reforms Officer, Singur, Hooghly under **L.R. Dag No. 406** and **L.R. Khatian No. 4** and paid Khazna on regular basis in respect of the said Land.
- H.** While seized and possessed of the Said Land Together With residential structure thereon, the said Ajoy Dasgupta decided to sell the same to any intending purchaser.
- I.** By a **Deed of Sale** made and executed on **27th day of October, 2021**, and registered in the Office of the **District Sub-Registrar-II, Hooghly** and recorded in **Book No. I, Volume No. 0602-2021, Pages 221302 to 221343, Being No. I-060206700 for the year 2021**, the said **Ajoy Dasgupta** being the Owner/Vendor therein granted sold conveyed transferred alienated assured and assigned unto and in favour of the said **Sardar Realities Private Limited** being the Purchaser therein Vendor/Developer herein absolutely and forever subject to free from all encumbrances and vacant possession thereof at or for a consideration mentioned thereat the Said Land Together With residential structure thereon, morefully described in the **Second Schedule** hereunder written.
- J.** After such purchase by virtue of the aforesaid **Deed of Sale dated 27th day of October, 2021**, the said **Sardar Realities Private Limited** got its name mutated in the Assessment Roll of the Chandannagar Municipal Corporation under **Holding No.560/A(New), 560 (Old), 486(Old), Ward No.14, Khalisani Bose Para** and has been paying property tax on regular basis and also got his name recorded in the books of the Block Land and Land Reforms Officer, Singur, Hooghly under **L.R. Dag No. 406** and **L.R. Khatian No. 004** and has been paying Khazna on regular basis in respect of the said Land.
- K.** Thus, the said **Sardar Realities Private Limited** being the Vendor herein is the absolute and lawful owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of **Bastu Land** measuring **10.5 Satak/Decimal equivalent to 6 (Six) Cottah 6 (Six) Chittack** more or less lying and situate at **Holding No. 560/A (New), 560 (Old), 486 (Old)**

Anandamayeetala, Khalishani Bose Para Road, Ward No. 14 within the limits of the **Chandannagar Municipal Corporation**, comprised in **J. L. No. 01, Tanji No. 165, R.S. Dag No. 243** corresponding to **L.R. Dag No. 406, R.S. Khatian No. 125** corresponding to **L.R. Khatian No.004, Sheet No. 16, Mouza, D.R. Office, A.D.S.R. Office, Police Station & Municipal Corporation, all at Chandannagar in the District of Hooghly, West Bengal Together With** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the erstwhile owner in the said land and appurtenances for access and user thereof subject to free from all encumbrances and vacant possession thereof, morefully described in the **Second Schedule** hereunder written (hereinafter referred to as the "**Said Premises**").

The Third Schedule As Referred To Hereinabove:

[Said Flat]

The Unit/___BHK Residential Flat No.____ at _____ side having a Super Built Up Area about _____ Sq.ft. more or less on the _____ Floor (Tiles Flooring) of the building named "**Swapna Nilay**" lying and situate at the said premises being **First Schedule** property **Together With** Right to Park **One Medium Size Four Wheeler Car in Covered Car Parking Space on Ground Floor of the building** at the said premises **Together With** undivided proportionate share in the land comprised in the Said Premises, and the Deed Plan of the residential flat is annexed hereto and bordered "**Red**".

(There is no amenities save and except lift facility in the building)

The Fourth Schedule As Referred To Hereinabove:

[Common Portions]

- 1) Stair case on all the floors, Stair case landing on all floors.
- 2) Main gate of the said premises and common passage and lobby on the Ground Floor to Top Floor excepting the office/shop/car parking spaces on the Ground Floor.
- 3) Water pump, the pump room, water reservoirs, water distribution pipes and other common plumbing installations.
- 4) The Foundation, corridor, lobbies, stairways entrance and exit path ways, footings, columns, girders, beams supports and exterior walls of the compound beyond the

said unit/space side or interior load bearing walls within the building or concrete floor slab except the roof slab and all concrete ceilings and all staircases in the said building.

- 5) Conduits, utility lines, telephone and electrical systems contained within the said building.
- 6) Boundary walls and main gate of the building.
- 7) The equipment in connection with installations of the elevators, including the wells and rooms, Generator for operations of elevators, lighting of the common areas, pumps and common utilities of the building.
- 8) Common toilet.
- 9) Drainage & Sewerage Lines and other installation for the same.
- 10) Ultimate roof of the building.
- 11) Electrical wiring and fittings and fixtures for lighting the staircase lobby, the common areas for operating the lift, the water pump and motor, and from the ground floor to all the Units and the main switch, Air Circuit Breaker, Meters, Sub-Meters and other fittings, transformer and the electrical.

The Fifth Schedule As Referred To Hereinabove:

[Purchaser/s' Covenants]

Part-I

(Specific Covenants)

1. The Purchaser/s shall not:

- 1.1 Injure, harm or damage the Common Portions or any of the other Units/Flats/Blocks by making any alterations or withdrawing any support or otherwise;
- 1.2 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse or place any article or objects in the Common Portions, save at the places earmarked therefore by the Vendor/the FMC;
- 1.3 Do or permit anything to be done which is likely to cause nuisance or annoyance to the Co-Owners and/or owners of any adjoining premises;

- 1.4** Use the Parking Space, for any purpose other than for parking of middle/standard size motor cars and two wheelers or to partition the same in any manner;
- 1.5** Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Unit and/or the Concerned Block save at the places provided therefore and provided that the Purchaser/s may display a small and decent name-plate outside the main door of the Unit/Shop/Space;
- 1.6** Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Unit/Shop or the Common Portions which may be injurious or obnoxious to the other owners/occupiers of the Unit/Flat/Block or such articles which are so heavy as to affect or endanger the structure of the Unit/Flat/Block or any of its portion or of any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, beams, pillars, lift or the staircase;
- 1.7** Hang from or attach to the beams or the rafters of any part of the Unit/Shop or the Unit/Flat/Block any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Unit/Flat/Block or any part thereof;
- 1.8** Do or cause to be done anything which may cause any damage to or affect the Unit/Shop/Flat/Block, or any portion thereof in any manner whatsoever, including but not restricted to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Co-Owners;
- 1.9** Affix, tamper or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Concerned Unit/Shop/Flat/Block or other parts of the Complex, without approval of the Vendor/the FMC and in the event any wires are drawn directly to the Unit/Shop/Space from the road or anywhere else, all responsibilities for any consequences for that will solely be that of the Purchaser/s;
- 1.10** Affix any or install any antenna on the ultimate roof of the Unit/Shop/Flat/Block or any open terrace that may be part of any Unit/Shop/Flat/Block or in its windows;
- 1.11** Hang or put any clothes in or upon the windows, balconies or any other portion of the Unit/Shop/Space which is visible from the outside or to outsiders;
- 1.12** Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them;
- 1.13** Install any air-conditioner, except in the approved places;

- 1.14** Affix or change the design or the place of the grills, the windows or the main door of the Unit/Shop/Space without having obtained the written approval of the Vendor/ the FMC/ the Association, as the case may be;
- 1.15** Make any internal addition, alteration and/or modification in or about the Unit/Shop/Space save in accordance with the then existing Building Regulations and prior permission therefore having been taken from the appropriate authorities as also from the Vendor/ the FMC;
- 1.16** Carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Unit/Shop/Space, excepting between 10:00 a.m. to 6:00 p.m. and while carrying on such work to ensure that no annoyance or disturbance is caused to the resident of the Block in which the Unit/Shop/Space is situated;
- 1.17** Alter the outer elevation or colour scheme of the Blocks or the Unit/Shop/Space, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever or any of the Common Portions;
- 1.18** Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Units or the Blocks;
- 1.19** Claim any right of pre-emption or otherwise regarding any of the other Units or any portion of the Block and/or the Complex;
- 1.20** Restrict the full and unrestricted enjoyment of the **Easements** described in **Sixth Schedule** to any other owner/occupier of the Block;
- 1.21** Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Unit/Shop/Space or cause the premium for the insurance to be increased;
- 1.22** Sell the Parking Space singly but along with the Unit/space or to a Co-Owner;
- 1.23** Claim partition of its undivided share in the land comprised in the Total Land attributable to the Unit/Shop/Space;
- 1.24** Allow any of its invitees or visitors to park their cars or two wheelers in any part of the open space unless otherwise expressly permitted by the Owner/the Developer/ the FMC/the Association, as the case may be.

2. The Purchaser/s shall:

- 2.1** Maintain the building/block for the purposes, with the intent and object for which the same is constructed;
- 2.2** Assist the Vendor/Owner/Developer to form the Association of Co-Owners and strictly abide by all the Rules and Regulations of the Association so formed;
- 2.3** Co-operate and assist in all manner with the Vendor/Developer or the FMC/Association as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, generator and/or other installations and/or amenities in the building/block including, but not restricted to, those under the West Bengal Fire Service Act, 1974 and/or the rules made there under and shall indemnify and keep the Vendor/Developer/Transferor and the FMC/the Association saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that any of the Transferor or the FMC/Association may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the Purchaser/s;
- 2.4** Maintain, at his/her/their own costs, the Unit/Shop/Space and the Car Parking Space, if any, in the same good condition, state and order in which the same will be delivered to it, normal wear and tear accepted;
- 2.5** Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the Unit/Shop/Space owners or occupiers of multi storied buildings in the state of West Bengal;
- 2.6** Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Unit/Shop/Space and after installation by **WBSEDCL**, timely pay all charges and/or deposits to ensure that none of the other Co-Owners or the FMC/Association is hindered in any manner for any non-payment or untimely payment;
- 2.7** Pay the proportionate rates, charges and fees of the municipal authority/NKDA or the panchayat till such time the Unit/Shop/Space is not mutated and separately assessed by these authorities and thereafter timely pay all rates and taxes to ensure that none of the other Co-Owners or the FMC/Association is hindered in any manner for any none or untimely payment;
- 2.8** Pay such further Deposits as be required by the Vendor/Owner/Developer from time to time in respect of maintenance of the said building;

- 2.9** Pay, within 7 (seven) days of being called upon to do so, the proportionate Maintenance Charges mentioned in Part-IV of this Schedule as also all other outgoings related to the Unit/Shop/Space, the Block and the said building including proportionate expenses relating to the replacement of any equipment;
- 2.10** Keep the Unit/Shop/Space and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and clean condition and in a decent and respectable manner;
- 2.11** Maintain and be responsible for the structural stability of the Unit/Shop/Space and not to do any act, matter or thing which may affect the structural stability of the Block;
- 2.12** Use the Unit/Shop/Space, the Car Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved;
- 2.13** Sign such forms, give such authorities and render such co-operation as may be required by the Vendor/Owner/Developer or the FMC for common purposes and/or in the common interest and/or in way in pursuance thereof;
- 2.14** Pay, wholly in respect of the Unit/space and proportionately in respect of the said building, all costs, charges and expenses as may arise due to any reason whatever provided that the Purchaser/s shall have the right to claim reimbursement if the same be occasioned due to default by any other person;
- 2.15** Allow the Vendor/Owner/Developer and/or the FMC/Association and/or their men and agents, with or without workmen, upon prior reasonable notice to enter into the Unit/Shop/Space for repairing purposes;
- 2.16** Ensure that the entirety of the building is maintained in a decent manner;
- 2.17** Pay, and hereby undertakes to pay such damages on demand as ascertained by the Vendor/Owner/Developer and/or the FMC/Association for the breach of any of the covenants herein contained within the due date therefore as mentioned in the demand;
- 2.18** Observe, perform and comply with the conditions mentioned in other parts of this **SCHEDULE.**

Part-II

[Association]

- 1.** All the Co-Purchaser(s), including the Purchaser/s shall compulsorily become members of the Association.
- 2.** The Purchaser/s shall render all necessary assistance to the Vendor/Developer and the other Co-Purchaser(s) in all respects for formation of the Association.
- 3.** The Purchaser/s shall bear and pay proportionate costs, charges and expenses for formation and registration including professional charges, of the Association, as determined by the Developer without any demur or delay.
- 4.** The Purchaser/s shall co-operate with the Association and its other members in all its activities and shall pay for and acquire the shares, if issued, of the Association.

Part-III

[Management & Maintenance]

- 1.** Initially the Vendor/Developer shall manage and maintain the said building, the Block and the Common Portions. Once the Association/FMC is formed, the Vendor/Developer will hand over the charge of maintenance to the Association/FMC.
- 2.** All deposits, payments for common purposes, taxes, mutation fees and all other outgoings shall be made to the Vendor/Developer/FMC, which shall be held by the Vendor/Developer/FMC in trust for the Co-owners.
- 3.** The Vendor/Developer/FMC shall function at the cost of the Co-owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs, painting, replacements and renovation of first class standard and for unforeseen eventualities.
- 4.** The Association/FMC shall, upon its formation, be entitled to all the rights with regard to the Common Portions or for the common interests of the Co-owners (hereafter the "**Common Purposes**").
- 5.** The Deposits with the Vendor/Developer shall be made over to the Association/FMC by the Vendor/Developer upon its formation, which shall be utilized by the Association/FMC only for the purpose for which the same have been made and the costs, charges and expenses to fulfill such purpose.

6. The Vendor/Developer/FMC shall pay all rates, taxes and outgoings, including those for insurance, (hereafter the "**Outgoings**") for the concerned Block and the said building, which are not separately charged or assessed or levied on the Co-owners.
7. If the Vendor/Developer/FMC has to make any payments, including the Outgoings, out of the deposits kept with it due to any default of the Purchaser(s), then the Purchaser(s) shall pay such amount within 7 (seven) days of payment by the Vendor/Developer/FMC.
8. The Purchaser(s) shall make all deposits or payments, called upon to do so by the Vendor/Developer/FMC within 7 (seven) days of the due date or of receiving demand in writing for the same.
9. In case of default by the Purchaser/s in making Payments as aforesaid he/she/they shall be liable to make payments together with Penalty and Interest as fixed by the Vendor/Developer/FMC, as the case may be.

Part-IV

[Maintenance Charges]

The expenses of the Common Portions will be proportionately shared by the Co-Owners of such Parts. They will be as follows:

1. The costs and expenses relating to the said building shall be borne by all the Co-owners in such shares as the Vendor/Developer/FMC may decide;
2. The expenses for maintenance, operation, renovation etc. shall be borne and paid by the Co-owners to the extent and in the manner the Vendor/Developer/FMC may decide;
3. The expenses shall *inter-alia* include the following:
 - 3.1 **Maintenance:** All expenses for maintaining, operating, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing:
 - (a) The lawns, the passage-ways, drive-ways and the other open areas in the said building meant for common user of all the Co-owners;
 - (b) The lifts and lighting of the Common Areas of the said building;
 - (c) All the equipments in the Service Zone;

- (d) The structure of the Blocks and their roofs, foundations and walls, the plumbing in the Blocks and those connected to the Blocks, the pathways, approach roads and the Parking Spaces within the Blocks;
 - (e) Plantation of trees and maintaining the garden, supplying of round the clock water;
 - (f) Generator and pumps;
- 3.2 Staff:** The salaries, emoluments and all other financial benefits of the persons to be employed by the Vendor/Developer/FMC for managing and maintaining the Common Areas and Facilities and Utilities of the said building.
- 3.3 Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
- 3.4 Insurance:** Costs towards payment of premium for insuring the Blocks in the said building and the facilities and the utilities in the Service Zone.
- 3.5 Fire Fighting:** Cost of operating the fire fighting equipments and personnel including costs of renewal of N.O.C. from the West Bengal Fire Service as and when necessary.
- 3.6 Rates, taxes and other outgoings:** All rates, taxes, fees, levies and other outgoings payable to all statutory authorities or otherwise relating to the said land as cannot be allocated to any particular Co-Owner of any of the Units/Flats.
- 3.7 Reserves:** Creation of a contingency fund for replacement, renovation and other periodical expenses and generally for all the Maintenance Charges.
- 3.8 Lift:** Cost of operating the lifts, their annual maintenance cost including the cost of renewal of the lift licenses.
- 3.9 Others:**
- a) Litigation expenses that may have to be incurred for the Common Purposes.
 - b) Expenses incurred to maintaining all the Parking Areas and terraces in the said building.
 - c) All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the Association.
- 3.10 Default:** In case the Purchaser/s defaults in making any payment or deposit to the Vendor/Developer/FMC within the time stipulated therefor (hereafter the

"**Default Amount**"), the Vendor/Developer/FMC shall be entitled to withhold all or any of the utilities, facilities and/or services to the Purchaser/s till the Amount is in arrears and the Vendor/Developer/FMC shall further be entitled to charge interest thereon @ 2% (Two per cent) per month or part, compoundable monthly, till the Default Amount including damages suffered or costs incurred due to delay in making payment of the Default Amount or for realization of the Default Amount is fully paid.

3.11 Charge: The liability for any amount becoming due and payable however shall be a charge on the Unit/Shop/Space and shall remain so until remittance in full thereof is made.

3.12 Applicable service tax on the maintenance services and/or otherwise shall have to be borne and paid by the Co-owners proportionately for their respective Units/Flats.

Part-V

[Mutation, Taxes & Impositions]

1. Within 30 days from the date of completion of the registration of the Unit/Shop/Space, the Purchaser(s) shall apply for and obtain mutation, separation and/or apportionment of the Unit/Shop/Space in his/her/their/its own name(s) within 3 (three) months thereafter without in any way making the Vendor/Developer/FMC liable and/or responsible for the same.
2. In case of default, the Vendor/Developer/FMC, as the case may be, will be entitled to get the Unit/Shop/Space mutated and apportioned in the name of the Purchaser/s and in such a case be further entitled to recover all costs, charges and expenses, including professional fees, therefor from the Purchaser/s. The Purchaser/s will be additionally liable to pay at actuals as overhead expenses on this account to the Vendor/Developer/FMC, as the case may be. All such amounts shall be paid and/or be payable by the Purchaser/s within 7 days of being called upon to do so. In the event of failure to do so, the Purchaser/s shall be liable to pay interest on the unpaid amount @ 24% (twenty-four per cent) per annum with quarterly rest.
3. Until such time as the said Unit/Shop/Space be separately assessed and/or mutated, all rates, taxes, outgoings and/or impositions levied on the said building and/or the Blocks (hereafter the "**Impositions**") shall be proportionately borne by the Purchaser(s).

4. Besides the amount of the Impositions, the Purchaser(s) shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (hereafter the "**Penalties**"), proportionately or wholly, as the case may be.
5. The liability of payment by the Purchaser(s) of Impositions and Penalties in respect of the said Unit/Shop/Space would accrue with effect from the Possession Date irrespective of whether all Facilities have been completed.
6. The Vendor/Developer/FMC shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser(s) thereof from the Purchaser(s).

The Sixth Schedule As Referred To Hereinabove:

[Mutual Easements]

The Purchaser/s and all the other Co-Owners shall be bound by the following easements and/or conditions:

1. The right of ingress to and egress from the Unit/Shop/Space over the Common Passages and Lobbies including the right of way over the drive ways and pathways, with or without vehicles.
2. The right of access to wires, cables and other equipments and of utilities including connections for water, electricity, telephone, cable-TV, internet and all other utilities to and through both the Common Portions from ducts and spaces specifically provided therefor.
3. The right of support, shelter and protection of each portion of the Block/Building by the other portions thereof.
4. Such other rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit/space or necessary for the exclusive use or enjoyment thereof by the Co-owners in common with each other subject however to the other conditions herein.
5. The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the said building, the concerned Block and all the other Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergency circumstances.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their signature in their respective hands and seal on the day month year first above registered.

EXECUTED SEALED AND DELIVERED BY the OWNER/VENDOR, **SARDAR REALITIES PRIVATE LIMITED** represented by its Authorised Signatories/Directors, **(1) ALI ASGAR SARDAR & (2) SAMIMA BEGUM SARDAR**, at Kolkata in presence of: -

1.

2.

EXECUTED SEALED AND DELIVERED BY the PURCHASERS, (1) **SRI**_____ **and (2) SMT.**_____ at Kolkata in presence of: -

1.

2.

Drafted by:

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchaser/s the withinmentioned sum of **Rs. _____/-(Rupees_____)**
Only as full consideration money under these presents as per **MEMO** below in respect of the **Said Flat & Car Parking Space:**

Date	Mode	Bank	Amount (Rs.)
TOTAL : RUPEES _____ ONLY.			RS. _____

WITNESSES:

VENDOR

1.

2.