

Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

FORMAT SALE DEED

This Sale Deed executed on this _____ (date) day of _____(Month), _____ (year).

By and Between

"M/S TIRUPATI DEVELOPER" (PAN-AANFT6551C) (a Partnership Firm formed by virtue of Partnership deed executed on 26.03.2018, notarized on 09.04.2018; again executed & Notarized one Deed of Retirement on 25.01.2021 and further reconstructed on 13.07.2021), having its Head Office and Principal Place of business at Vinayak Residency, PO & P.S- Chinsurah, Dist. Hooghly. Pin- 712101, West Bengal, India, represented by its Partners (1) **SRI RAJENDRA RAMPAL** (PAN-ACRPR5271P) (AADHAAR NO. 920067735827). Son of Late Babaram Rampal, Aged about 58 Years, by Religion- Hindu (Indian Citizen), by Occupation- Business, residing at Bhalobasha Apartment, Dutch Villa, Town Guard Road, P.O. & P.S. Chinsurah, Dist. Hooghly, Pin No. 712101, West Bengal, India; (2) **SRI BISHWANATH DEY@BISHWANATH SUKUMAR DEY**(PAN-AGTPD8596R)(AADHAAR NO.4091 93087818),Son of Sri Sukumar Siddheshwar Dey.Aged about 47 Years, by Religion-Hindu (Indian Citizen), by Occupation-Business, residing at A/3, Nisigandh Co-Operative Housing Society, Dindayal Cross Road, behind Ganapati Mandir, Vishnunagore, Kalyan, P.O & P.S- Dombivilli (W), Dist.-Thane,Pin No. 421202, State-Maharashtra, India, hereinafter referred to as the "**OWNERS /PROMOTERS/ VENDORS** " (which expression

shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, successors-in-interest, executors, administrators and permitted assignees, of the **FIRST PART**;

AND

[If the Purchaser is a company]

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

[OR]

[If the Purchaser is a partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, (PAN _____), represented by its authorized partner _____, (Aadhaar No. _____) duly authorized vide hereinafter referred to as the

"Purchaser (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its partners for the time being, successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Purchaser is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____)

hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for

the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

(Please insert details of other Purchaser(s) in case of more than one Purchaser)

of the **SECOND PART**.

The Owners/Vendors/Promoters and the Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. That the owner cum promoter M/s Tirupati Developer is the sole and absolute owner of all that pieces and parcel of land altogether measuring 40 (Forty) Kathas 2 (Two) Chatak 16 (Sixteen) Sq feet comprised in R.S. Plot Dag Nos. 615, 616, 617 &. 618 corresponding to L.R. Plot Dag Nos 1130, 1131, 1132 and 1133 and recorded its name under present in LR. Khatian No. 15947 in Mouza Chinsurah, J.L. No. 20, Police Station-Chinsurah, within the local limits of Hooghly-Chinsurah Municipality under Ward No. 22 vide Municipal Holding No. 1145, in the locality of M.G. Road, within the jurisdiction of Additional District Sub Registrar-Chinsurah, Pin Code 712101. District-Hooghly, West Bengal, in the following manner:-

- I) By dint of Sale Deed being deed No. 3958/2018 Book No. 1. Volume No. 603 pages 1136 to 1180, an area of 2 Katha 0 Chatak 0 Sq feet land in RS Plot No 615, LR Plot No 1131 was purchased
- II) By dint of Sale Deed being deed No, 3959/2018 Book No. 1, Volume No 603 pages 1455 to 1504, an area of 10 Katha 0 Chatak 0 Sq feet land in RS Plot No 617, LR Plot No 1133 and an area of 0 Katha 10

Chatak 16 Sq feet land in RS Plot No 618, LR Plot No 1132 were purchased

- III) By dint of Sale Deed being deed No. 3960/2018 Book No. 1, Volume No. 603 pages 1546 to 1593, an area of 13 Katha 14 Chatak 0 Sq feet land in RS Plot No 615, LR Plot No 1131 was purchased
- IV) By dint of Sale Deed being deed No. 3961/2018 Book No. 1, Volume No. 603 pages 1505 to 1545 an area of 0 Katha 15 Chatak 0 Sq feet land in RS Plot No 616, LR Plot No 1130 was purchased
- V) By dint of Sale Deed being deed No. 09/2019 Book No.1. Volume No. 603 pages 2052 to 2101 an area of 4 Katha 4 Chatak 0 Sq feet land in RS Plot No 616, LR Plot No 1130 and an area of 8 Katha 7 Chatak 0 Sq feet land in RS Plot No 617, LR Plot No 1133 were purchased

All the aforesaid five deeds were registered in the Office of ADSR Hooghly at Chinsurah.

The land altogether measuring 40 (Forty) Kathas 2 (Two) Chatak 16 (Sixteen) Sq feet is described hereunder in Schedule herein under appearing (hereinafter for the sake of brevity called and referred to as the "said land").

That Tirupati Developer has also acquired leasehold rights over the property having an area of 9 Katha 11 Chatak 38 Sq feet land in RS Plot No 620, LR Plot No 1134 and in RS Plot No 619, LR Plot No 1142, in the nature of NALA, from the owner Hooghly Chinsurah Municipality, for the purpose of ingress and egress to the property

referred hereinabove as “the said land” , by dint of lease Deed No. 655 OF 2021 Book No.1. Volume No. 603 pages 15898 to 15931.

That the said Tirupati Developer has duly mutated its name in respect of the aforesaid pieces and parcels of land in the records of BL. & LRO Chinsurah. Hooghly during the course of LR. Khatian No: 15947, LR Dag No. 1130, 1131, 1132 and 1133 and is paying khajna/government levies thereof regularly as the recorded Raiyat.

- B) That the said Tirupati Developer also recorded its name in respect of the aforesaid land in the assessment records of Hooghly-Chinsurah Municipality (the said Municipality) vide Assessment No. 2703301263711 and is paying municipal taxes thereof regularly as the recorded assessed under Ward No. 22 of the said Municipality.
- C) That , for the conversion of the nature of land in LR Plot No 1130 and 1133 , the previous owners of the properties, filed Conversion Case Nos CN/2018/0601/576, CN/2018/0601/487, CN/2018/0601/575 before the Office of Sub-Divisional Land & Land Reforms Officer, Sadar, Hooghly and after proper enquiry and verification the necessary permission for conversion of existing nature of land w.r.t. L.R. Plot Dag Nos. 1130 and 1133. from "Suna" and "Sali" to "Commercial Bastu" under section 4(C) of the West Bengal Land Reforms Act 1955 was given by the appropriate authority.
- D) That the said Tirupati Developer duly sanctioned a building plan under revised proposal for construction of B+G-11 storied residential cum commercial building vide Sanctioned Serial No S/323 (2020-

2021) dated 24.03.2021 from the office of Hooghly-Chinsurah Municipality (hereinafter for the sake of brevity called and referred to as the "said building plan") and are willing to initiate proceedings for construction after obtaining all necessary "no objections"/"clearances", from the respective competent authorities for such high-rise erections on the said land.

AND WHEREAS the owners cum promoter executed a deed of boundary declaration as per possession the land vide boundary declaration deed being no.0915/2022, volume No. 603, pages 17723 to 17740.

The Said Land is earmarked for the purpose of building a (commercial/residential or mixed any other purpose) project, comprising B+G+11 multistoried apartment buildings and insert any other components of the Projects) and the said project shall be known as AZURE PROJECT ("Project");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

The Hooghly Chinsurah Municipality has granted the commencement certificate to develop the Project vide approval datedbearing no. S/323, 2020-2021

The Promoter has obtained the final layout plan approvals for the Project from Hooghly Chinsurah Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable,

The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration

The Promoter agrees and undertakes that it shall not make any changes to these layout plans insofar as the same relates to the Buildings or any of them in the Project except as elsewhere herein contained and/or in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 ("**Act**") and other laws as applicable;

E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no.

F. By Agreement for sale dated _____ ("**Sale Agreement**") the Promoter has agreed to sell and transfer to the Purchaser and the Purchaser agreed to purchase **ALL THAT** apartment no. _____ ("**Unit**") having carpet area of _____ on square feet, type _____ on _____ floor in Tower No. _____ ("**Building**") along with right of parking _____ motor car/two wheeler admeasuring _____ square feet in the _____, as permissible under the applicable law ("**Parking Facility**") and of pro rata share in the common areas as mentioned in **PART-IV** of **SCHEDULE A** hereto ("**Common Areas**"). (The Unit, the Parking Facility, if any and pro rata share of the Common Areas hereinafter collectively referred to as the "**Apartment**" and the Unit is more particularly described in **PART-II** of **Schedule A** and the floor plan of the Unit is annexed hereto and marked as **Schedule B**);

G. The Parties have gone through all the terms and conditions set out in the Sale Agreement and this Deed and understood the mutual rights and obligations detailed in the Sale Agreement and herein;

H. Additional Disclosures/Details by the Owner/ Promoter to the Purchaser :

- a. In addition to the Phase 1A Land, the Promoter has, amongst other rights, the rights of development, transfer and administration in respect of several pieces or parcels of land being (a) altogether measuring 40 (Forty) Kathas 2 (Two) Chatak 16 (Sixteen) Sq feet comprised in R.S. Plot Dag Nos. 615, 616, 617 &. 618 corresponding to L.R. Plot Dag Nos 1130, 1131, 1132 and 1133 and recorded its name under present in LR. Khatian No. 15947 in Mouza Chinsurah, J.L. No. 20, Police Station-Chinsurah, within the local limits of Hooghly-Chinsurah Municipality under Ward No. 22 vide Municipal Holding No. 1145, in the locality of M.G. Road, within the jurisdiction of Additional District Sub Registrar-Chinsurah, Pin Code 712101 all owned by the Vendor.
- b. Further, the Vendor/Promoter has also acquired leasehold rights over the property having an area of 9 Katha 11 Chatak 38 Sq feet land in RS Plot No 620, LR Plot No 1134 and in RS Plot No 619, LR Plot No 1142 , in the nature of NALA , from the owner Hooghly Chinsurah Municipality, for the purpose of ingress and egress to the property referred hereinabove as “the said land”
- c. The Vendor/ Promoter has, as of present, conceptualized a project of a residential cum commercial building and in furtherance duly sanctioned a building plan under revised proposal for construction of B+G-11 storied residential cum commercial building vide Sanctioned Serial No S/323

(2020-2021) dated 24.03.2021 from the office of Hooghly-Chinsurah Municipality (hereinafter for the sake of brevity called and referred to as the "said building plan") and are willing to initiate proceedings for construction after obtaining all necessary "no objections"/"clearances", from the respective competent authorities for such high-rise erections on the said land which has been earmarked for the purpose of building a (commercial/residential or mixed any other purpose) project, comprising B+G+11 multistoried apartment buildings and insert any other components of the Projects) and the said project shall be known as AZURE PROJECT ("Project");

- d. The projects on the Future Phase Lands or any part thereof, which may be acquired by the owner/Promoter, may, at the sole discretion of the Owner/Promoter, be integrated with the Project without affecting the entitlement of the Purchaser as regards the Unit and in such event the Purchaser shall at the request of the Promoter execute and/or register such supplementary agreements as and when required by the Owner/Vendor/Promoter.
- e. The Project as sanctioned at present has a basement and the common open parking space (mainly for visitors) have been identified in a separate portion. The right to parking spaces for Four wheelers and two wheelers are sanctioned as per the sanctioned building plans in the basement and ground floor are intended to be allotted to Co-owners of Units.
- f. The Promoter may modify the sanctioned building plans in any manner in respect of its planning and implementation including as stated above and also insofar as the constructions on any Future Phase Lands is concerned in such manner as it may deem fit and proper. In case there is no or negligible demand

of flat buyers in respect of the Project, the Promoter may curtail the scope of the Project by postponing/abandoning the construction of any one or more Towers in the Project for the time being without affecting its rights to construct the same at any time in future.

- g. The other disclosures, details and additional terms are mentioned at several places in the Deed and in the Schedules hereto and are agreed between the parties hereto.
- h. The Purchaser accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Purchaser has accepted its complete satisfaction on the aforesaid disclosures, details and terms in connection with the execution of the Project and the Purchaser has upon understanding the same and the intent and purport thereof provided to the Promoter its express consent as required under Section _____ of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.

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.

- I. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter;

II. 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 Purchaser to the Vendor/Owner/Promoter paid at or before the execution hereof (the receipt whereof the Vendor/Owner/Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the extent apportioned towards the proportionate share in the Land attributable to the Unit and mentioned in the receipt and memo hereunder written and of and from the payment of the same and every part thereof the Vendor and the Promoter do hereby forever release discharge and acquit the Purchaser and the Apartment and its appurtenances) the Vendor/Owner/Promoter do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** apartment no. _____ having carpet area of _____ square feet, type _____ on _____ floor in Tower No. _____ along with right of parking _____ motor car/two wheeler admeasuring _____ square feet in the _____ as permissible under the applicable law all morefully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendor 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 therewith **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendor into or upon the same **TO HAVE AND TO HOLD** the same unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendor as are set out in the **Schedule C** hereto **AND SUBJECT TO** the covenants, terms and

conditions as contained in Clause IV and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

IIA. And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendor doth hereby sell and transfer to the Association "undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendor and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.

{OR in case Association is not formed before execution of the Deed of Conveyance then the following}

And in the premises aforesaid and at the requisition of the Purchaser and with the consent of the Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the said Land attributable to the Designated Apartment by the Vendors and of the undivided proportionate title to the other Common Areas by the Vendors and the Promoter is and shall be deemed to be hereby conveyed to the Association without requirement any act in future on the part of the Vendors and the Promoter and shall ipso facto take effect immediately upon the incorporation of the Association absolutely and shall remain vested with the Purchaser until then. It is clarified that if any document or instrument is required, in law, to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

III. THE VENDOR/OWNER/PROMOTER DO HEREBY COVENANT WITH THE PURCHASER 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 Purchaser, the Apartment in the manner aforesaid.

(b) It shall be lawful for the Purchaser, 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 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 the Vendor and the Promoter 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 Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

(d) The Vendor/Promoter confirms that the Vendor/Promoter are not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Deed;

(e) At or before of the execution of the conveyance deed, the Vendor/Owner/Promoter has handed over lawful, vacant, peaceful, physical possession of the Unit and Parking Facility, if any, to the Purchaser and the common areas to the Maintenance In-charge;

(f) The Project Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Project Land;

(g) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.

(h) That the Project Land is not Waqf property.

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

1. The Vendor/Owner/Promoter agrees and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the Unit.
 - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.

{OR in case Association is not formed before execution of the Deed of Conveyance then the following}

Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016 and at the instance of the Purchaser, the Association is intended to be the owner of the undivided proportionate share in the Common Areas as morefully mentioned in clause IIA hereinabove. The Purchaser shall also have title to

undivided proportionate share in the Common Areas as members of the Association as stipulated in clause IIA hereinabove.

(iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.

2. It is made clear by the Vendor/Owner/Promoter and the Purchaser agrees that the Unit along with right to Park the Four wheeler/two wheeler Facility, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land 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 Purchaser and except as disclosed to the Purchaser as per clause 'I' above. It is clarified that Project's facilities and amenities as mentioned in **PART-IV** of **SCHEDULE A** hereto shall be available only for use and enjoyment of the Co-owners of the Project.

3. It is understood by the Purchaser that all other areas i.e. areas and facilities falling outside the Project, projects that may be developed in Future Phase Lands, Shared Facilities shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

4. **PAST OUTGOINGS:** The Purchaser and the Association/Maintenance In-charge acknowledges, accepts and confirms that the Vendor/Owner/Promoter has already paid all outgoings before transferring the physical possession of the Unit and the Parking Facility, if any, to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in the Agreement) to the satisfaction of the Purchaser 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.

5. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, 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 amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals. The Purchaser 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Vendor/Owner/Promoter accepts no responsibility in this regard.

The Purchaser shall keep the Vendor/Owner/Promoter fully indemnified and harmless in this regard. The Vendor/Owner/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the Unit and Parking Facility, if any, applied for herein in any way and the Vendor/Owner/Promoter shall be issuing the payment receipts in favour of the Purchaser only.

6. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the Apartment and all 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 Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat. The Purchaser has also understood that the building in which the Unit is situated forms part of the first phase of development.

7. **POSSESSION OF THE APARTMENT:** The Purchaser acknowledges and confirms that the Vendor/Owner/Promoter has carried out delivery of possession of the Apartment to the Purchaser to its complete satisfaction and the Purchaser has no claim against the Vendor/Owner/Promoter in respect thereof. The Purchaser further acknowledges and confirms the terms and conditions pertaining to delivery of the common areas as contained herein and accepts the same unequivocally. The Purchaser has inspected all Common Areas and verified the same from those agreed as per the Agreement for Sale and found those present at the time of execution of these

presents to be acceptable and to his complete satisfaction without any objection or claim whatsoever against the Promoter or the Owners.

8. MAINTENANCE OF THE SAID BUILDING / APARTMENT PROJECT: The Maintenance In-charge shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.

8.2 Maintenance In-charge:

(i) Association: "The Vendor/Owner/Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 ("**Association**") by the Co-owners of the apartments in the Project and the Purchaser hereby agrees to become a member of the Association and to sign, execute and register all documents required for formation of the Association and for its running and administration. The Promoter shall appoint consultants having knowledge in formation of Association and the Purchaser agrees to do all acts, deeds and things as may required by such consultant within the stipulated times and to pay the proportionate costs of formation and operationalization of the Association.

(ii) The Promoter may, if it so consider proper, enable the merger of the multiple associations in respect of the Project and any other projects in the Future Phase Lands or any part thereof or a syndicate or organization of all the associations for dealing with the matters of common interest.

(iii) Maintenance Agency: The Vendor/Owner/Promoter shall appoint one or more agencies or persons ("**Maintenance Agency**") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in

particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-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 ("Common Purposes") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Purchaser.

(iv) Maintenance In-charge: Upon formation of the Association and its taking charge of the acts relating to the Common Purposes, the Association and until then mean the Vendor/Owner/Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge ("**Maintenance In-charge**").

8.3 Common Areas Related:

(i) The Building contains certain Common Areas as specified in **SECTION 1 of PART-IV** of the **SCHEDULE A** hereto and which the Purchaser shall have the right to use in common with the Vendor, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter.

(ii) The Project shall also contain certain Common Areas as specified in **SECTION 2 of PART-IV** of the **SCHEDULE A** hereto which the Purchaser shall have the right to use in common with the Vendor, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter.

(iii) Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co- owner.

(iv) The Promoter has identified and demarcated portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

8.4 Unit Related:

(i) Fittings & Fixtures: Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Unit including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. In doing and carrying out the said fit-out works, the Purchaser shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire Safety laws and rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co- owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Unit. The Purchaser shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out any fit-out or other activity.

(ii) Area Calculations:

(i) Carpet Area of Unit: The carpet area for the Unit or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.

(ii) Balcony Area: The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.

(iii) Open Terrace Area: The net usable area of the exclusive open space attached to the Unit if granted to the Purchaser.

(iv) Built-up Area: The built-up area for the Unit or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.

(v) Proportionate Common Area: The proportionate share of the Common Areas attributable to the Unit is undivided Square feet more or less.

(vi) Unit Area for CAM: For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the chargeable area shall be the sum total of the Built-up Area and Proportionate Common Area which comes to _____ Square feet more or less.

(vii) It is clarified that the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

8.5 Housing Loan by Purchaser: In case the Purchaser, with the prior written consent of the Vendor/Owner/Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this Deed and the entire obligation or liability in respect of the same shall be that of the Purchaser alone. The bank/financial institution providing housing loan or finance to the Purchaser shall be required to disburse/pay all amounts due and payable to the Promoter under this Deed and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/financial institution.

8.6 Parking Facility Related:

(i) In addition to those contained in clause I above, it is clarified that the Project could also contain open spaces which are not forming part of the amenities and facilities mentioned in **PART-IV of Schedule A** hereto and which could be used for parking. The Promoter hereby reserves right to allot parking rights in these open parking areas exclusively to the Co-owners of Units in the Project who need the same and apply for the same within period as may be stipulated by the Promoter and the Promoter may give preference to those Co-owners who do not otherwise have parking space in the Project and against payment of the applicable parking cost therefor.

(ii) The Purchaser shall not have any Parking Facility until full and final payment of all sums due by the Purchaser in terms of this Deed and the Purchaser further not being in default in complying his obligations as provided in this Deed.

(iii) All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and in the manner deemed fit and proper by the Promoter.

(iv) Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Purchaser upon such revision;

(v) The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other Purchaser nor to disturb the use of the allotted parking space by the concerned Purchaser.

8.7 Overall Project Related:

Roof: The Roof of the Buildings shall be part of the Common Areas.

8.8 Non Obstruction in Project: The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the future construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.

8.9 Commencement of power supply from Generator: The power backup from the Common Generator in the Project shall be commenced only upon percent of the Co-owners (other than the Vendor or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter

shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

8.10 Construction Finance: (XXXXXX IF APPLICABLE XXXX) The Vendor/Owner/Promoter has taken construction finance for construction of the Project from _____ by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Purchaser in terms hereof.

8.11 Architect: Unless changed by the Promoter, Messrs. _____ of shall be the Architect for the Project.

8.12 Future Expansion Related:

- (i) The Purchaser accepts, acknowledges and confirms that the Vendor/Owner/Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project.
- (ii) The Vendor/Owner/Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Part-IV** of **Schedule A**. The Vendor/Owner/Promoter shall take any further consent, if required, from the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.

(iii) The Purchaser accepts and confirms that in case of integration of any part of any Future Phase Lands, the calculation of proportionate share shall vary but the Total Price or the Taxes or Other Costs or Deposits payable by the Purchaser hereunder shall not vary thereby.

8.13 HOUSE RULES: The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Purchaser shall be subject to the observance, fulfillment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Purchaser shall be obliged and responsible to comply with strictly:-

(i) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.

(ii) to use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Apartment or any activity which may cause nuisance or annoyance to the Co-owners.

(iii) Without prejudice to the generality of the foregoing, not to use the Unit or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.

- (iv) Not to put up or affix any nameplate or letter box or neon-sign or sign board or other similar things or articles in the common areas or on the outside wall of the Unit or Building or anywhere in the Project **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Unit save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Unit.
- (v) Not to partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Unit or in the beams, columns, pillars of the Buildings at the Project passing through the Unit 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 the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.
- (vi) not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- (vii) not to install or keep or operate any generator in the Unit or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Unit is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Unit.

- (viii)** not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders .
- (ix)** to maintain at his own costs, the Unit and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Hooghly Chinsurah Municipality , Panchayat Samiti, WBSEDCL , Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Unit as well as the user operation and maintenance of lifts, generators, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- (x)** to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Said Complex Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Building.
- (xi)** not to sub-divide the Unit and space for Parking Facility under any circumstances.
- (xii)** not use or permit to be used the Unit or the Common Areas or the Parking Facility, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any

disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the Said Complex.

- (xiii)** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Unit, the Parking Facility, if any and the Common Areas.
- (xiv)** not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.
- (xv)** to apply for and obtain at his own costs separate assessment and mutation of the Unit in the records of appropriate authority within 06 (six) months from the date of possession.
- (xvi)** not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid.
- (xvii)** not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- (xviii)** not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- (xix)** the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) or at any Future Phase Lands or Shared Facilities nor claim any right to park in any manner whatsoever or howsoever Provided that if the Purchaser has

been granted Parking Facility, the facility of such parking shall be subject to the following conditions:-

- (a) The Purchaser shall use only the space for Parking Facility identified for him as per **PART-III** of **SCHEDULE A** hereto for parking;
- (b) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default;
- (c) The Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
- (d) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
- (e) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (f) The Purchaser shall not grant transfer let out or part with the Parking Facility Independent of the Unit nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the Unit to any other Co-owner of the Project and none else.
- (g) The Parking Facility does not confer any right of ownership of the space on which such parking facility is provided.

- (h) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Vendor liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendor.
- (i) In case the Purchaser is provided facility of parking which is inter-dependent with any other parking facility in the whole complex or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility or any other Co-owners in the Project.
- (j) In case the Parking Facility due to any technical issues or owing to any repair, maintenance or replacements at the space of the Parking Facility or due to any other reason is temporarily or permanently not available, the Purchaser shall not hold the Promoter (as Maintenance In-charge or otherwise) liable or responsible in any manner therefor.

(xx) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want

of repair in the Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;

- (xxi)** to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Unit free from all hazards relating to fire.
- (xxii)** to keep the Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Unit.
- (xxiii)** not to store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- (xxiv)** not obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Unit and the Parking Facility, if any.
- (xxv)** not violate any of the rules and/or regulations laid down by the Maintenance In-charge for use of the Common Areas.
- (xxvi)** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.

- (xxvii)** not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- (xxviii)** not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Unit and any other Unit in or portion of the Project.
- (xxix)** to use the Common Areas only to the extent required for ingress to and egress from the Unit of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Vendor and the Promoter and all other persons entitled thereto.
- (xxx)** not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- (xxxi)** no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- (xxxii)** keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

(xxxiii) not to change/alter/modify the names of the Project and/or any of the Buildings therein or at any Future Phase Lands from those mentioned in this Deed.

(xxxiv) The Purchaser agree, declare and confirm that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Facility and the other components of the Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

8.14 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):-

(i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Unit, Parking Facility and/or Designated Apartment directly to the Hooghly Chinsurah Municipality , BLLRO and any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.

(ii) All other taxes impositions levies cess 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 Apartment or any component thereof or the Building or the

said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.

- (iii) Electricity charges for electricity consumed in or relating to the Unit.
- (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the 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 Apartment or any part thereof, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in **PART-VII** of **SCHEDULE A** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs. ____ (Rupees only) only per Square foot per month of the Unit Area for CAM mentioned in clause 8.4 (II)(vi) above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (vi) Parking Facility Maintenance Charges amounting to Rs. _____
- (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.

- (viii) Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per prevalent rates.
- (ix) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

8.15.1 All payments to be made by the Purchaser 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 Purchaser or in the letter box earmarked for the Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.

8.15.2 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from the Liability Commencement Date.

8.15.3 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the

Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for two months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees guests agents tenants or licencees and/or the Apartment, may be stopped. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.

8.15.4 The Purchaser shall be and remain responsible for and to indemnify the Vendor, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendor and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non –performance of the terms and conditions hereof to be observed fulfilled and performed by the purchaser.

8.16 **Liability Commencement Date:** In case the Promoter issues notice to the Purchaser to take possession of the Unit and the Purchaser fails to pay the entire dues of the Purchaser within the time stipulated in the notice or is in

default in compliance of any of his other obligations hereunder, then notwithstanding the fact that the Promoter shall withhold possession of the Unit on account of such failure or default of the Purchaser, the Purchaser's liability to pay the Taxes and Outgoings in respect of the Designated Apartment shall commence on the date of expiry of the time stipulated in the notice as aforesaid ("**Liability Commencement Date**"). Furthermore, with effect from the Liability Commencement Date and until the Purchaser pays all its dues towards the Promoter and the Designated Apartment and remedies the concerned default and takes physical possession of the Unit, the Purchaser shall be liable for all consequences of failure of compliance of House Rules and shall also be liable to pay to the Promoter a predetermined sum calculated @Rs.____ per Square feet per month of the carpet area of the Unit towards withholding charges.

- 8.17 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate.
- 8.18 Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas, the Shared Facilities and the parking spaces and for all other Common Purposes and include those mentioned in **PART-VII** of **SCHEDULE A** hereto.

8.19 Acknowledgments, Exceptions and Reservations: The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause I above and under the other provisions of this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause I above and/or the following rights and authorities at any time and from time to time hereafter:-

8.19.1 The Vendor/Owner/Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever. The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Vendor/Owner/Promoter. The Vendor/Owner/Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Vendor/Owner/Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the purchaser nor the purchaser's

successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the promoter to put up the said signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Purchaser or the Maintenance In-charge.

8.19.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Vendors/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project..

8.19.3 The Purchaser has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Purchaser unconditionally accepts

and consents to the same and shall not raise any objection whatsoever in this regard.

9 **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 Sale Deed relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, as the case may be, the parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the Defect has arisen owing to any Force Majeure event or owing to act or omission of the purchaser or any other Co-owners or Association of Co-owners and / or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of Co-owners or competent authority. The Purchaser is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will

result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Purchaser.

10 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Purchaser hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance In-charge (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

11 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Maintenance In-charge/maintenance agency/Association shall have right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Co-owners and/or maintenance agency to enter into the Designated 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 or for inspection and requiring the Purchaser to remedy any want of repair.

12 USAGE:

Use of Basement and Service Areas: The basement and service areas if any located within the Project shall be 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 Purchaser shall not be permitted to use the services areas and the basement(s) (if any) in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge (including the Association of Co-owners formed by the Co-owners) for rendering maintenance services.

13 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

13.1 Subject to clause 9 above, the Purchaser shall with effect from be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit, Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas 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 Apartment and keep the 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 Purchaser 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. The Co-owners 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 Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

14 **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE ALLOTTEE:**

The Purchaser is entering into this Deed for the allotment of the Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are

required by any competent Authority in respect of the Apartment/ at his/ her own cost.

15. 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 occupancy certificate in respect of the Buildings in the Project has been issued by the competent authority(ies) except for as provided elsewhere in this Deed and/or in the Act.

16. ENTIRE AGREEMENT:

This Deed and the Sale Agreement, along with its schedules, constitutes 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 Apartment.

17. PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/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 Apartment and the Project and/or projects on Future Phase Lands, if any, shall equally be applicable to and enforceable against any subsequent Co-owners of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

18. WAIVER NOT A LIMITATION TO ENFORCE:

18.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Deed, waive the breach by the Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made dear and so agreed by the Purchaser that exercise of discretion by the Promoter in the case of one Purchaser shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Co-owners.

18.2 Failure on the part of the Promoter 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.

19. **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 Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser 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.

20. **METHOD OF CALCULATION OF PROPORTIONATE REFERRED TO IN THE AGREEMENT:**

Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Purchaser(s) in Project, the same shall be

the proportion which the carpet area of the Unit bears to the total carpet area of all the apartments/units in the Project.

21. **FURTHER ASSURANCES:**

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.

22. **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

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 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 and 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 through the Adjudicating Officer appointed under the Act or as amended from time to time and all disputes and differences relating to the

Apartment in the Project shall be subject to exclusive jurisdiction of Courts at Hooghly only.

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.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser: (including joint buyers)

In the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner in the presence of:

SCHEDULE 'A' ABOVE REFERRED TO:

PART-I

PROJECT LAND

LAND SCHEDULE ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

District: Hooghly, District Sub-Registry Office: Hooghly, A.D.S.R. Office & P.S. & Mouza : Chinsurah , J.L. No. 20, Sheet No. :-

1. ALL THAT piece and parcel of Bastu Land admeasuring and aggregate area of 2 (Two) Cottah 0 (Zero) Chatak 0 (Zero) Sq. ft. in RS Plot No. 615 , corresponding to L.R. Plot No.1131 (Eleven hundred Thirty One) , which is butted and bounded by

North –

South –

East –

West-

2. ALL THAT piece and parcel of Bastu Land admeasuring and aggregate area of 10 (Ten) Cottah 0 (Zero) Chatak 0 (Zero) Sq. ft. in RS Plot No. 617 , corresponding to L.R. Plot No.1133 (Eleven hundred Thirty Three)

,

which is butted and bounded by

North –

South –

East –

West-

AND ALL THAT piece and parcel of Bastu Land admeasuring and aggregate area of 0 (Zero) Cottah 10 (Ten) Chatak 16 (Sixteen) Sq. ft. in RS Plot No. 618 , corresponding to L.R. Plot No.1132 (Eleven hundred Thirty Two) ,

which is butted and bounded by

North –

South –

East –

West-

3. ALL THAT piece and parcel of Bastu Land admeasuring and aggregate area of 13 (Thirteen) Cottah 14 (Fourteen) Chatak 0 (Zero) Sq. ft. in RS Plot No. 615 , corresponding to L.R. Plot No.1131 (Eleven hundred Thirty One) ,

which is butted and bounded by

North –

South –

East –

West-

4. ALL THAT piece and parcel of Bastu Land admeasuring and aggregate area of 0 (Zero) Cottah 15 (Fifteen) Chatak 0 (Zero) Sq. ft. in RS Plot No. 616 , corresponding to L.R. Plot No.1130 (Eleven hundred Thirty) ,

which is butted and bounded by

North –

South –

East –

West-

5. ALL THAT piece and parcel of Bastu Land admeasuring and aggregate area of 4 (Four) Cottah 4 (Four) Chatak 0 (Zero) Sq. ft. in RS Plot No. 616 , corresponding to L.R. Plot No.1130 (Eleven hundred Thirty) , which is butted and bounded by

North –

South –

East –

West-

AND ALL THAT piece and parcel of Bastu Land admeasuring and aggregate area of 8 (Eight) Cottah 7 (Seven) Chatak 0 (Zero) Sq. ft. in RS Plot No. 617 , corresponding to L.R. Plot No.1133 (Eleven hundred Thirty Three) ,

which is butted and bounded by

North –

South –

East –

West-

Total measuring 40 (Forty) Kathas 2 (Two) Chatak 16 (Sixteen) Sq feet comprised in R.S. Plot Dag Nos. 615, 616, 617 &. 618 corresponding to L.R. Plot Dag Nos 1130, 1131, 1132 and 1133 and recorded its name under present in LR. Khatian No. 15947 in Mouza Chinsurah, J.L. No. 20, Police Station-Chinsurah, within the local limits of Hooghly-

Chinsurah Municipality under Ward No. 22 vide Municipal Holding No. 1145, in the locality of M.G. Road, within the jurisdiction of Additional District Sub Registrar-Chinsurah, Pin Code 712101. District-Hooghly, West Bengal.

PART-II

UNIT

..... Flat having carpet area of sq.ft. in the Floor of building constructed upon A schedule Plot

BUTTED AND BOUNDED BY:

North :

South :

East :

West :

PART-III

PARKING FACILITY

A) Right to park four wheeler in the basement having covered area of Sq. ft. marked and identified as having the following boundaries:-

BUTTED AND BOUNDED BY:

North :

South :

East :

West :

B) Right to park two wheeler in the basement having covered area of Sq. ft. marked and identified as having the following boundaries:-

BUTTED AND BOUNDED BY:

North :

South :

East :

West :

PART-IV

COMMON AREAS

Common areas shall include the corridors, passages, passage-ways, staircase, stairways, exits, entrance, driveways, pump house, play area, gym, overhead water tank, water pump and motor, common lavatories, lift, lift-chute .

SECTION -I

COMMON AREAS IN THE BUILDING

SECTION-II

COMMON AREAS IN THE PROJECT

Swimming Pool Zone, Kids Pool Zone, Wooden Deck, Green Area, Sitting Zone with Pergola, Roof Top Sitting Zone, Terrace Pathway, Senior Citizen Area, Kids Play Area, Peripheral Green, Drop of Area , Community Hall, Library, Gym/Games Room , etc. as also all similar installations and facility

PART-VI

SHARED FACILITIES

PART-VII

COMMON EXPENSES

- 1 **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, painting, repainting, lighting, upkeep etc. of the main structure of the Buildings including the roof (only to the extent of leakage and drainage to the upper floors), the Common

Areas at the Project, the Shared Facilities and the parking spaces including lifts, generators, intercom, CCTV, water pump with motors, all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, drains and electric cables conduits and wires whether open or concealed and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/apartment and/or enjoyed or used by the Purchaser in common.

- 2 **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments gadgets and installations comprised in the Common Areas , including lifts, generators, intercom, water pump with motor, fittings, fixtures etc.
- 3 **STAFF:** The salaries, remuneration and other costs and expenses of the Maintenance Agency, staffs, professionals, consultants and other persons to be employed or engaged for the Common Purposes including their bonus and other emoluments and benefits.
- 4 **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the Common Purposes, until handing over the same to the Association.
- 5 **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project Land (save those assessed separately in respect of any Unit).
- 6 **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof

against normal degeneration or damages and/or force majeure events and/or any contingencies .

- 7 **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 8 **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 9 **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor, the Promoter, the Maintenance In-charge for the Common Purposes,

PART-VIII

CHAIN OF TITLE

(A) "M/S TIRUPATI DEVELOPER" a Partnership Firm represented by its Partners as mentioned above are the absolute and lawful owners of the property mentioned in the Schedule A Part 1 herein above written.

(1)(i) ALL THAT piece or parcel of land having R.S Khatian No. 1840 (One Eight Four Zero), mutated L.R Khatian No. 15947 (One Five Nine Four Seven). R.S. Dag No. 616 (Six One Six), LR Dag No. 1130 (One One Three Zero), Nature of Land "COMMERCIAL BASTU/BASTU converted from "Suna" Land, vide- (i) Case No. CN/ 2018/ 0601/576. dated 08.08.2018; (ii) Case No. CN/ 2018/ 0601/575, dated 08.08.2018; (iii) Case No. CN 2018/ 0601/487, dated 07.12.2018, Area of Land 04 (Four) Katha 04 (Four) Chatak.

(ii) ALL THAT piece or parcel of land having R.S Khatian No. 2448 (Two Four Four Eight). mutated LR Khatian No. 15947 (One Five Nine Four Seven), R.S Dag No. 617 (Six One Seven), LR Dag No. 1133 (One One Three Three), Nature of Land "COMMERCIAL BASTU/BASTU [converted from "Shali" Land, vide- (1) Case No. CN/ 2018/ 0601/576, dated 08.08.2018; (ii) Case No. CN/ 2018/ 0601/575, dated 08.08.2018; (iii) Case No. CN 2018/0601/487, dated 07.12.2018], Area of Land 0.139 (Zero point One Three Nine) Acre or 13.9 (One Three point Nine) Decimal or 08 (Eight) Katha 07 (Seven) Chatak, total area of land in part (i & ii)- 12 (One Two) Katha 11 (One One) Chatak and other easement rights attached with the said and other easement rights attached with the said land was purchased by the present Owner cum Promoter cum Vendor by dint of a registered Deed of Sale on 05.12.2018, vide Book No. I, Vol. No. 0603-2019, Page Nos. 2052 to 2101, Being No. 060300009, for the Year 2019, registered in the Office of the A.D.S.R, Chinsurah, Hooghly, from one Debashish Das, Son of Late Kesab Chandra Das & Ors. of Chinsurah Bus stand, P.O&P.S-Chinsurah, Dist.- Hooghly, Pin No. 712101-within ambit of Mouza-Chinsurah, J.L No.20, under Hooghly-Chinsurah Municipality, Ward No. 22, Holding No. 1145/New, Mohalla/Road-M.G Road, P.O & P.S-Chinsurah, Dist. Hooghly, Pin No. 712101.

(2) ALL THAT piece or parcel of land having R.S Khatian No. 1840 (One Eight Four Zero), mutated L.R Khatian No. 15947 (One Five Nine Four Seven), R.S Dag No. 616 (Six One Six), L.R Dag No. 1130 (One One Three Zero), Nature of Land "COMMERCIAL BASTU/BASTU" [converted from "Suna" Land, vide- (i) Case No. CN/ 2018/ 0601/576, dated 08.08.2018; (ii) Case No. CN/ 2018/ 0601/575, dated 08.08.2018; (iii) Case No. CN/ 2018/

0601/487, dated 07.12.2018], Area of Land 15 (One Five) Chatak, and other easement rights attached with the said land was purchased by the present Owner cum Promoter cum Vendor by dint of a registered Deed of Sale on 05.12.2018, vide Book No. I, Vol. No. 0603- 2019, Page Nos. 1505 to 1545, Being No. 060303961, for the Year 2018, registered in the Office of the A.D.S.R, Chinsurah, Hooghly, from one Debashish Das, Son of Late Kesab Chandra Das & Ors. of Chinsurah Bus stand, P.O & P.S- Chinsurah, Dist.- Hooghly, Pin No. 712101-within ambit of Mouza- Chinsurah, J.L No.20, under Hooghly-Chinsurah Municipality, Ward No. 22, Holding No. 1145/New, Mohalla/Road- M.G Road, P.O & P.S- Chinsurah, Dist. Hooghly, Pin No. 712101.

- (3) ALL THAT piece or parcel of land having R.S Khatian No. 1840 (One Eight Four Zero), mutated L.R Khatian No. 15947 (One Five Nine Four Seven), R.S Dag No. 615 (Six One Five), LR Dag No. 1131 (One One Three One), Nature of Land "BASTU", Area of Land 13 (One Three) Katha 14 (One Four) Chatak, and other easement rights attached with the said land was purchased by present Owner cum Promoter cum Vendor by dint of a registered by way of a registered Deed of Sale on 05.12.2018, vide Book No, I. Vol. No. 0603-2019, Page Nos. 1546 to 1593, Being No. 060303960, for the Year 2018, registered in the Office of the A.D.S.R. Chinsurah, Hooghly, from one Debashish Das, Son of Late Kesab Chandra Das & Ors. of Chinsurah Bus stand, P.O & P.S- Chinsurah,Dist.- Hooghly, Pin No. 712101-within ambit of Mouza- Chinsurah, J.L No.20, under Hooghly-Chinsurah Municipality. Ward No. 22, Holding No. 1145/New, Mohalla/Road- M.G Road, P.O & P.S-Chinsurah, Dist. Hooghly, Pin No. 712101.

4(i) ALL THAT piece or parcel of land having R.S Khatian No. 2448 (Two Four Four Eight), mutated L.R Khatian No. 15947 (One Five Nine Four Seven), R.S Dag No. 617 (Six One Seven), L.R Dag No. 1133 (One One Three Three), Nature of Land "COMMERCIAL BASTU/BASTU" [converted from "Shali" Land, vide- (i) Case No. CN/ 2018/ 0601/576, dated 08.08.2018; (ii) Case No. CN/ 2018/ 0601/575, dated 08.08.2018; (iii) Case No. CN/ 2018/ 0601/487, dated 07.12.2018], Area of Land 0.159 (Zero point One Five Nine) Acre or 15.9 (One Five point Nine) Decimal or 10 (One Zero) Katha 16 (One Six) Sq.ft: (ii)ALL THAT piece or parcel of land having R.S Khatian No. 2448 (Two Four Four Eight), mutated L.R Khatian No. 15947 (One Five Nine Four Seven), R.S Dag No. 618 (Six One Eight), LR Dag No. 1132 (One One Three Two), Nature of Land "DOBA". Area of Land (more or less) (more or less) 0.010(Zero point Zero One Zero) Acre or 10 (One Zero) Chatak, total area of land in part (i & ii) 0.169 (Zero pint One Six Nine) Acre or 16.9 (One Six point Nine) Decimal or 10 (One Zero) Katha 16 (One Six) Sq.ft. and other easement rights attached with the said land and other easement rights attached with the said land was purchased by the present Owner/Promoter/Vendor by way of a registered Deed of Sale on 05.12.2018, vide Book No. I. Vol. No. 0603-2019, Page Nos. 1455 to 1504, Being No. 060303959, for the Year 2018, registered in the Office of the A.D.S.R, Chinsurah, Hooghly, from one Debashish Das. Son of Late Kesab Chandra Das & Ors. of Chinsurah Bus stand, P.O & P.S- Chinsurah, Dist.- Hooghly, Pin No. 712101-within ambit of Mouza- Chinsurah, J.L No.20, under Hooghly-Chinsurah Municipality, Ward No. 22, Holding No. 1145/New, Mohalla/Road- M.G Road, P.O & P.S- Chinsurah, Dist. Hooghly, Pin No. 712101.

(5) ALL THAT piece or parcel of land having R.S Khatian No. 1840 (One Eight Four Zero). mutated LR Khatian No. 15947 (One Five Nine Four Seven), R.S Dag No. 615 (Six One Five), L.R Dag No. 1131 (One One Three One), Nature of Land "BASTU", Area of Land 02 (Zero Two) Katha and other easement rights attached with the said land was purchased by the present Land Owner by way of a registered Deed of Sale on 05.12.2018, vide Book No. I, Vol. No. 0603-2019, Page Nos. 1136 to 1180, Being No. 060303958, for the Year 2018, registered in the Office of the A.D.S.R, Chinsurah, Hooghly, from one Debashish Das, Son of Late Kesab Chandra Das & Ors. of Chinsurah Bus stand, P.O & P.S- Chinsurah, Dist.- Hooghly, Pin No. 712101-within ambit of Mouza- Chinsurah, J.L. No.20, under Hooghly-Chinsurah Municipality, Ward No. 22, Holding No. 1145/New, Mohalla/Road- M.G Road, P.O & P.S- Chinsurah, Dist. Hooghly, Pin No. 712101. -The above referred lands are situating conjointly with each other.

SCHEDULE 'B' ABOVE REFERRED TO

PLAN ONE (SITE AND ADJOINING LOCATION) - APPENDIX 1

PLAN TWO (DESIGNATED APARTMENT) - APPENDIX 2

SCHEDULE C-EASEMENTS:

(Easements Granted to the Purchaser)

A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendor and other persons deriving right, title and/or permission from the Promoter and the Vendor, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:

- a. The right of access and use of the Common Areas in common with the Vendor and/or the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Apartment.
- b. The right of protection of the Apartment by and from all other parts of the Building so far as they now protect the same.
- c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the 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 Apartment.
- d. The right of the Purchaser 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 deaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Apartment and other

Apartments and portions of the Building and also for the purpose of repairing the 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 Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.

e All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser 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 Vendor and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:

a The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.

b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated 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 Designated

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

- c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
- d. The right as might otherwise become vested in the Purchaser 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.
- e. The right with or without workmen and necessary materials to enter from time to time upon the 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 Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any 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 Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.