

CONVEYANCE DEED

THIS DEED executed on this ----- day of -----, 20-----, **By and Between** (1) **MD. AZAM**, (Aadhaar No. 8622 9539 6033), (PAN: BPEPA6714D), and (2) **MD. ANOWAR**, (Aadhaar No. 9717 8837 3307), (PAN: AAIPA 0910B), both are son of Late Md. Ayub, and both are an Indian Citizen, by Faith- Islam, by Occupation- Business and residing at Raigachi, (Munshipara), P.O & P.S.- Rajarhat, District- North 24 Parganas, Kolkata- 700 135, represented by their Constituted Attorney **Loharuka Infrastructure Private Limited**, [through its Authorised Signatory (Mr.) Kailashpati Agarwal, (PAN- BUJPA8468C), son of Late Shanti Swarup Agarwal, presently residing at Greenwoods Premium, Block-B, Flat No. 602, Kaikhali, Chiriamore, P.O.- R Gopalpur, Kolkata-700 136, duly authorized vide board resolution dated 16th October, 2023] duly appointed vide General Power of Attorney dated 12th October, 2012, registered with Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City, recorded in Book-I, CD Volume No.18, Pages from 6198 to 6208, Being No. 12947 for the year 2012 and (3) **HOSSAIN MUSTAFI**, (Aadhaar No. 5547 4425 5920), (PAN: AGWPM7275K), son of Golam Mohammad, residing at Raigachi, (Battala), P.O & P.S.- Rajarhat, District- North 24 Parganas, Kolkata- 700 135, represented by his Constituted Attorney **Loharuka Infrastructure Private Limited**, [through its Authorised Signatory (Mr.) Kailashpati Agarwal, (PAN- BUJPA8468C), son of Late

Shanti Swarup Agarwal, presently residing at Greenwoods Premium, Block-B, Flat No. 602, Kaikhali, Chiriamore, P.O.- R Gopalpur, Kolkata-700 136, duly authorized vide board resolution dated 16th October, 2023], duly appointed vide General Power of Attorney dated 27th February, 2017, registered with Additional District Sub-Registrar, Rajarhat, recorded in Book-I, Volume No.1523-2017, Pages from 43360 to 43376, being No. 152301437 for the year 2017, hereinafter jointly and/or collectively referred to as the "**OWNERS/ VENDORS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their respective successors-in-interest and assigns) of the **FIRST PART:**

AND

LOHARUKA INFRASTRUCTURE PRIVATE LIMITED, (CIN No.U18100WB1998PTC087772), a Company (incorporated under the provisions of Companies Act, 1956 or the Companies Act, 2013, as the case may be), having its registered office at DC-9/28, Shastri Bagan, **First Floor**, Deshbandhu Nagar, P.S. Baguiati, Kolkata-700 059, (I.T. PAN- AABCG6822C), represented by its Authorised Signatory **(Mr.) Kailashpati Agarwal**, (Aadhar No.337145048532), son of Late Shanti Swarup Agarwal, presently residing at 397/1/1, Dakhindari Road, Lake Town, Kolkata-700 048, (I.T. PAN- BUJPA8468C), duly authorized vide board resolution dated -----, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART:**

AND

[If the Purchaser is an Individual]

(1) Mr. / (Mrs.) ----- (Aadhaar No. _____) son/daughter /wife of ----- aged about ---- Years, residing at -----
 ---- (PAN: -----), and (2) (Mrs.) ----- (Aadhaar No. -----) son of ----
 ----- aged about --- Years, residing at ----- (PAN: ----
 -----) hereinafter, jointly and/or collectively, called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/**their respective** heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART:**

[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 the

partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **THIRD PART**:

[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) of the **THIRD PART**:

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

I. WHEREAS:

- A. Unless, in these presents, there is something contrary or repugnant to the subject or context, the terms/expressions mentioned in **Schedule-A-2** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Vendors, along with the Promoter, are the full and lawful owners of a plot of land i.e., All That the piece and parcel of the land containing an area of 55.672 Decimal, more or less, situate lying at Mouza- Raigachi, J.L. No.12 and comprised in L.R. Dag No. 883 and 885, recorded in L.R. Khatian No. 2427, 2428, 2429, 103, 61 and 1973, under Police Station– Rajarhat, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, District- North 24-Parganas, more fully described in the **Schedule-A** ("**Said Land**") owned and acquired vide sale deed(s) and other chain of title as mentioned in **Schedule A-1** hereto.
- C. The Vendors and the Promoter have entered into two joint development agreements (1) Dated 11th day of October 2012 duly registered with Additional District Sub-Registrar, Bidhannagar (Salt Lake City), in Book No. I, CD Volume No. 18, Pages 6169 to 6197, Being No. 12946 for the year 2012, executed between the Promoter and the Vendor No. 1 and the Vendor No. 2 herein, and (2) Dated 27th day of February, 2017 duly registered with Additional District Sub-Registrar, Rajarhat, New Town, in Book No. I, Volume No. 1523-2017, Pages from 43547 to 43581, Being No. 152301421 for the

year 2017, executed between the Promoter and the Vendor No. 3 herein. By and in terms of the said joint Development Agreements, the Owners/ Vendors have irrevocably permitted and granted exclusive right to the Promoter to develop their land comprised in the Said Land by constructing a residential project comprising multistoried apartment buildings, named as **Loharuka GREEN VEGA** ("**Project**"), for mutual benefit and on the terms and conditions, therein contained.

- D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project, being Approval Order No. 1129/RPS dated 13.09.2022 from Rajarhat Panchayat Samity.
- E. The Promoter has registered the Project under the provisions of the Act with Real Estate Regulatory Authority at Kolkata No. -----.
- F. By an Agreement for Sale dated _____ ("**Agreement**"), the Promoter and the Vendors (as **Owners** thereunder) agreed to sell to the Purchaser (as **Purchaser** thereunder) and the Purchaser agreed to purchase from them **ALL THAT** Apartment No. _____ having Carpet Area of _____ square feet, on ----- floor in [tower/block/building] no. _____ ("**Building**") along with ----- number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (collectively "**Apartment**") more particularly described in **Schedule- B** herein and the floor plan of the Apartment is annexed hereto and marked as **Schedule- C** , on the terms and conditions mentioned in the Agreement, which stands modified and/or superseded, by these presents.
- G. The construction of the **Loharuka Green Vega** Housing Complex is completed in all respect and with all specifications, as agreed by the Promoter. The Purchaser has measured/verified the Carpet Area of the Apartment and has also inspected the Car Parking Space allocated to him/her/them and only after fully satisfying himself/herself/themselves with regard thereto; the Purchaser has taken the vacant, peaceful and physical possession of the Apartment. At or before the execution hereof, the Purchaser has fully satisfied himself/herself/themselves with regard to the specifications, workmanship, materials used in construction, quality of fixtures and fittings installed, amenities and facilities provided in the apartment and/or the Common Areas of the **Loharuka Green Vega** Housing Complex, including the structural stability of the same.
- H. The Promoter has duly complied with its obligations contained in the Agreement and is not in default of its obligations therein, which the Purchaser doth hereby confirm, and similarly the Promoter hereby confirms that the Purchaser has made full payment of the Total Price to the Promoter.

- I. The Parties have gone through all the terms and conditions set out in this Deed (including the Schedules herein) and understood the mutual rights and obligations detailed herein.
- J. The Purchaser has now requested the Promoter to convey the said Apartment in favour of the Purchaser. The Vendors have agreed to join in as party to this deed.

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 paid by the Purchaser to the Promoter and the Vendors (through the Promoter), at or before the execution hereof (the receipt whereof the Vendors and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the reimbursement of the consideration paid by the Promoter to the Vendors to the extent apportioned towards the proportionate share in the Land attributable to the Apartment and of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Apartment being **the _____**, more fully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Apartment **TO HAVE AND TO HOLD** the Apartment 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/Vendors as are set out in the **Schedule- D** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

IV. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which the Vendors and the Promoter 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 the Vendors and the Promoter or any person or persons claiming through under or in trust for the Vendors and the Promoter **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein.

- (c) The Vendors and the Promoter 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 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) Till such time the title deeds in connection with the said Land are not handed over to the Association, the Vendors and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser such title deeds and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncancelled.

V. THE PURCHASER DOTH HEREBY COVENANT WITH THE PROMOTER AND THE VENDORS as follows:-

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

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

- 1. The Promoter agrees and acknowledges that the Purchaser shall have the right to the Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the Apartment.

- (ii) The Purchaser shall use the Apartment, exclusively and the Common Areas, Amenities and Facilities commonly with other co-owners without causing any inconvenience or hindrance to them, Subject to the observance, fulfillment and performance of the terms and conditions of this Deed, as also the “House Rules”, as stipulated in **Schedule E-1** hereto.
- (iii) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of applicable laws, the Common Areas and Installations and/or the land comprised in the said Premises or any part / phase / sub-phase thereof are required and to be transferred to the Association / Maintenance Company etc., then the Promoter and/or the Land Owners, as per their respective entitlements, shall be entitled to do so and the Purchaser shall do all acts deeds and things and sign execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, Legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the Purchasers / Unit Holders (including the Purchasers herein) proportionately and the Promoter and/or the Land Owners shall not be liable therefor in any manner and the Purchaser and the other Purchasers / Unit Holders shall keep the Promoter and the Land Owners fully indemnified with regard thereto;

SINGLE UNIT: The Purchaser agrees that the Apartment along with the parking, if any allotted, shall be treated as a single indivisible unit for all purposes.

2. **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 amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.
3. **PAST OUTGOINGS** : The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in this Deed), 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 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.

- 3.1 **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Association shall be responsible to provide and maintain services relating to Common Area and installations, Amenities and Facilities in the Project. The cost and expenses of such maintenance, i.e. Common Expenses more fully defined in **Schedule-E-2**, shall be payable by the Purchaser separately to the Association.
4. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/ Association/ maintenance agency shall have right of unrestricted access of all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and/or Association and/or maintenance agency to enter into the 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.
5. **USE OF SERVICE AREAS:** The 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 the sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.
6. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**
- 6.1 The Purchaser shall with effect from the Date of Possession, be solely responsible to comply with the House Rules, as per **SCHEDULE-E-1** hereto and maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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.
- 6.2 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 Purchaser 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 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.

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

6.4 The Purchaser shall within 3 (three) months of completion of sale, apply for and obtain at his/her/their own costs and expenses, separate assessment and mutation of the Apartment in the records of concerned authorities.

6.5 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

7. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the **Loharuka Green Vega**, after the building plan, layout plan, sanction/modified plan and specifications has been approved by the competent authorities and/or disclosed, except for as provided in the Act. In this regard, the Purchaser agrees and accepts that in case at any time after execution hereof there arises any possibility of any additional structure/construction being carried out at the **Loharuka Green Vega**, owing to change of laws/rules or relaxation of rules, the Promoter shall have the exclusive rights and benefits in respect of all or any such additional structure/construction and related addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by the **Rajarhat Bishnupur 1 No. Gram Panchayat** and/or the competent authorities and upon complying with the applicable provisions of the Act and/or Rules.

8. **MISCELLANEOUS DISCLOSURES AND NECESSARY TERMS:**

(i) The Project contains open and covered parking spaces as per the sanctioned plan ("**Car Parking Areas**"). In addition, the Project also contain open spaces which are not forming part of the Common Areas, Amenities and Facilities, as mentioned in the **Schedule- E** and which can be used for parking as "**Open Parking Areas**". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Purchasers who need the same and apply for the same with preference being given by the Promoter to those Purchasers who do not

otherwise have parking space in the Project. 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.

- (ii) The Promoter intends to make additions and alterations to the Building Plans without affecting the Apartment or reducing the Common Areas, Amenities and Facilities mentioned in **Schedule-E**. The Promoter shall take consent of the Purchaser at the appropriate time, if and to the extent required under the Act.
 - (iii) The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of sixty months from the date of the Completion Certificate or the Occupation Certificate, as the case may be.
 - (iv) The power backup from the common Generator in the **Loharuka Green Vega** shall be commenced only upon fifty percent of the co-owners (other than the Vendors 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 Apartment 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.
 - (v) The Project shall bear the name "**Loharuka Green Vega**". The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.
9. **ENTIRE CONTRACT:** This Deed, along with its schedules, shall henceforth constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment.
10. **PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/ SUBSEQUENT BUYERS/ TRANSFEREES:** 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 shall equally be applicable to and enforceable against and by any subsequent buyer/transferee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
11. **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be

a waiver of any provisions or of the right thereafter to enforce each and every provision.

12. **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 this Deed 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.
13. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER 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 the Project, the same shall be the proportion which the Built-Up Area of the Apartment/Unit and the Balcony bears to the total Built-Up Area of all the Apartments/Unit and Balconies in the Project.
14. **NOTICES**: That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned above. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
15. **GOVERNING LAW**: That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
16. **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 under the Arbitration and Conciliation Act, 1996.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendors at Kolkata:

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser at Kolkata: (including joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter at Kolkata:

Signature _____

Name _____

Address _____

WITNESSES :

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SCHEDULE- A**(Said Land)**

ALL THAT piece and parcel of the land containing an area of 55.672 Decimal, more or less, situate lying at Mouza- Raigachi, J.L. No.12 and comprised in L.R. Dag No. 883 (Area- 51.672 Decimal) and 885 (Area- 4.0 Decimal), recorded in L.R. Khatian No. 2427, 2428, 2429, 103, 61 and 1973, under Police Station– Rajarhat, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, District- North 24-Parganas, butted and bounded as follows:

On the **North:** By remaining portion of R.S. Dag Nos. 883 (Part);

On the **South:** By Rajarhat Main Road;

On the **East:** By 8'-0" wide common Passage;

On the **West:** By R.S. Dag No. 888 and 886;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

SCHEDULE A-1**Sale deed(s) and other chain of title**

1. By inheritance and virtue of the Record of Rights (1) Md. Anowar, the Owner No.1 herein, and (2) Md. Azam, the Owner No.2 herein, are the recorded owner of ALL THAT piece and parcel of land admeasuring 28.25 Decimal, lying and situated at Mouza- Raigachi, J.L. No. 12, comprised in R.S./L.R. Dag No. 883, recorded in L.R. Khatian No. 103 and 61, respectively. To avoid any dispute and differences in the family, mother and sisters of (1) Md. Anowar, and (2) Md. Azam, by virtue of several deeds gifted, sold and transferred their right, title and interest in the aforesaid land recorded in the name of (1) Md. Anowar, and (2) Md. Azam, detailed herein:
 - 1.1 By a Gift Deed dated 7th July, 2020 one Nurunessa Bibi wife of Late Md. Ayub, out of her natural love and affection to her son Md. Azam (the Owner No. 1 herein), gifted, transferred and conveyed ALL THAT piece or parcel of land measuring 1.17 (One point One Seven) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./L.R. Dag No. 883, recorded in R.S. Khatian No. 1192 and 577, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of MD. AJAM, duly registered in the office of Additional

District Sub-Registrar, Rajarhat, District- North 24 Parganas and recorded in Book-I, Volume No. 1523-2020, Page from 180870 to 180890, being No.152304191 for the Year 2020, absolutely and forever;

- 1.2 By an another Gift Deed dated 7th July, 2020 one Nurunessa Bibi wife of Late Md. Ayub, out of her natural love and affection to her son Md. Azam (the Owner No. 1 herein), gifted, transferred and conveyed ALL THAT piece or parcel of land measuring 1.18 (One point One Eight) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No. 883, recorded in R.S. Khatian No. 1192 and 577, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of MD. AJAM, duly registered in the office of Additional District Sub-Registrar, Rajarhat, District- North 24 Parganas and recorded in Book-I, Volume No. 1523-2020, Page from 180970 to 180990, being No.152304193 for the Year 2020, absolutely and forever;
- 1.3 By a Gift Deed dated 7th July, 2020 one Nurunessa Bibi wife of Late Md. Ayub, out of her natural love and affection to her son Md. Azam (the Owner No. 1 herein), gifted, transferred and conveyed ALL THAT piece or parcel of land measuring 1.18 (One point One Eight) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No. 883, recorded in R.S. Khatian No. 1192 and 577, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of MD. AJAM, duly registered in the office of Additional District Sub-Registrar, Rajarhat, District- North 24 Parganas and recorded in Book-I, Volume No. 1523-2020, Page from 180891 to 180911, being No.152304190 for the Year 2020, absolutely and forever;
- 1.4 By a Gift Deed dated 7th July, 2020, (1) Sultana Jinnatun, (2) Kaniz Fatema, and (3) Sultana Samsun Nehar, out of their natural love and affection, which they bear for their brother Md. Anowar (the Owner No. 2 herein), gifted, transferred and conveyed ALL THAT piece or parcel of land measuring 9.27 (Nine point Two Seven) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No. 883, recorded in R.S. Khatian No. 1192 and 577, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of MD. ANOWAR, duly registered in the office of Additional District Sub-

Registrar, Rajarhat, District- North 24 Parganas and recorded in Book-I, Volume No. 1523-2020, Page from 180912 to 180969, being No.152304192 for the Year 2020, absolutely and forever;

- 1.5 By a Sale Deed dated 31st March, 2022, Mosammad Anich Fatema, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 3.0899 (Three point Zero Eight Nine Nine) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No. 883, recorded in R.S. Khatian No. 1192 and 577, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of MD. ANOWAR, duly registered in the office of District Sub-Registrar-II, District- North 24 Parganas and recorded in Book-I, Volume No. 1502-2022, Page from 62013 to 62034, being No.150201795 for the Year 2022, absolutely and forever;

2. By a Sale Deed dated 25th August, 2011 (1) MD. YOUSUF, along with (2) Hamida Begum. (3)Md. Motin Munshi, (4) Md. Moin Munshi, (5) Samsur Nahar, and (6)Kanchan Bibi, and (7) Monimala Khatun, therein collectively called the Vendor, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 16.53 (Sixteen point Five Three) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No.883, recorded in R.S. Khatian No.1192, corresponding to L.R. Khatian No.266, 1867, 351 and 1866, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 24 Parganas, unto and in favour of (1) MD. ANOWAR, the Owner No.1 herein, and (2) MD. AJAM, the Owner No.2 herein, therein called the Purchaser, which is registered in the office of District Sub-Registrar-II, North 24 Parganas and recorded in Book-I, CD Volume No.38, Pages- from 1368 to 1386, Being No.11555 for the Year 2011, against the valuable consideration mentioned therein, absolutely and forever;

3. By a Sale Deed dated 28th March, 2012 one MD. YOUSUF alias Munshi Mohd. Yousuf, therein called the Vendor, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 2 (Two) Cottah 8 (Chittacks) and 42 (Forty Two) square feet, more or less, equivalent to 4.2287 Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No.883, recorded in R.S. Khatian No.1192, corresponding to

L.R. Khatian No.1867 and 266, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 25 Parganas, unto and in favour of one MD. ANOWAR, the Owner No.1 herein, therein called the Purchaser, which is registered in the office of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City and recorded in Book-I, CD Volume No.6, Pages- from 6919 to 6932, Being No.04002 for the Year 2012, against the valuable consideration mentioned therein, absolutely and forever;

4. By a Sale Deed dated 28th March, 2012 one MD. YOUSUF alias Munshi Mohd. Yousuf, therein called the Vendor, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 2 (Two) Cottah 9 (Chittacks) and 13 (Thirteen) square feet, more or less, equivalent to 4.2654 Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No.883, recorded in R.S. Khatian No.1192, corresponding to L.R. Khatian No.1867 and 266, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 25 Parganas, unto and in favour of one LOHARUKA INFRASTRUCTURE PRIVATE LIMITED, the Developer herein, therein called the Purchaser, which is registered in the office of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City and recorded in Book-I, CD Volume No.6, Pages- from 6888 to 6901, Being No.04000 for the Year 2012, against the valuable consideration mentioned therein, absolutely and forever;

5. By a Sale Deed dated 28th March, 2012 (1) Md. Riyazur Rahaman, (2) Sahidur Rahaman, (3) Rajia Khatoon, (4) Khodeja Khatoon, and (5) Rehena Khatoon, therein collectively called the Vendor, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 4 (Four) Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in L.R. Dag No. No. 885, along with other Dag, recorded in L.R. Khatian No.478, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 25 Parganas, unto and in favour of (1) LOHARUKA INFRASTRUCTURE PRIVATE LIMITED, the Developer herein, and (2) MD. ANOWAR, the Owner No.1 herein, therein collectively called as the Purchaser, which is registered in the office of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City and recorded in Book-I, CD Volume No.6, Pages- from 6902 to 6918, Being No.04001 for the Year 2012, against the valuable consideration mentioned therein, absolutely and forever;

6. By a Sale Deed dated 2nd January, 2004 (1) Hamida Begum. (2)Md. Motin Munshi, (3) Md. Moin Munshi, (4) Samsur Nehar, and (5)Kanchan Bibi, and (6) Moni Khatun, therein collectively called the Vendor, sold, transferred and conveyed ALL THAT piece or parcel of land measuring 5 (Five) Cottah 2 (Two) Chittacks and 4 (Four) Square Feet, more or less, equivalent to 8.4637 Decimal, lying and situated at Mouza- Raigachi, J.L. No.12, comprised in R.S./ L.R. Dag No.883, recorded in R.S. Khatian No.1192, corresponding to L.R. Khatian No.351, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, under Police Station- Rajarhat, District- North 25 Parganas, unto and in favour of HOSSAIN MUSTAFI, the Owner No.3 herein, therein called the Purchaser, which is registered in the office of Additional District Sub-Registrar, Bidhan Nagar, Salt Lake City and recorded in Book-I, Volume No. 8, Pages- from 197 to 215, Being No. 00131 for the Year 2004, against the valuable consideration mentioned therein, absolutely and forever;
7. After the aforesaid inheritance and purchases, the Owners and the Promoter, recorded their respective names in the Records of Rights with the B.L. & L.R.O., Rajarhat as owners of the aforesaid Land, detailed hereunder:

Owner's Name	L.R. Khatian No.	Area owned in L.R. Dag No.883 (In Decimal)	Area owned in L.R. Dag No. 885 (In Decimal)	Total Area owned by the Owner	Total Area given for Development
MD. ANOWAR	103	14.125	0.00	14.125	40.9482
MD. ANOWAR	2427	12.4937	2.00	14.4937	
MD. AJAM	61	14.125	0.00	14.125	
MD. AJAM	2428	8.265	0.00	8.265	
Loharuka Infrastructure Pvt. Ltd.	2429	4.2601	2.00	6.2601	6.2601
HOSSAIN MUSTAFI	1973	8.4637	0.00	8.4637	8.4637
Total Area of land for development (In Decimal)					55.6720

8. Thus, out of the aforesaid ownership of land, the Owners and the Developer, being sole and absolute owners, have agreed to develop ALL THAT piece and parcel of the land containing an area of 55.672 Decimal, more or less, situate lying at Mouza- Raigachi, J.L. No.12 and comprised in L.R. Dag No. 883 (Area- 51.672 Decimal) and 885 (Area- 4.0 Decimal), recorded in L.R. Khatian No. 2427, 2428, 2429, 103, 61 and 1973, under Police Station– Rajarhat, within the limit of Rajarhat Bishnupur 1 No. Gram Panchayat, District- North 24-Parganas, hereinafter and hereinbefore called as “the **Said Land**”, more fully described in the **Schedule- A** , hereinabove.

SCHEDULE- A-2

(Definitions)

1. : For the purpose of this Deed for Sale, unless the context otherwise requires:
- a. **THIS DEED** shall mean the Sale Deed and Schedules all read together.
 - b. **CO-OWNERS** shall mean (a) all the purchasers/Co-owners of Units of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the respective Vendors and/or Promoter;
 - c. **PROJECT / HOUSING COMPLEX AND/OR BUILDING/S AND/OR NEW BUILDING/S** shall mean and include the housing complex named “**Loharuka Green Vega**” consisting of various buildings / blocks to be constructed in phases / sub-phases by the Promoter at the said Land to be developed from time to time in Phases / Sub-Phases. The Purchaser is/are aware that the Promoter intends to undertake construction of the Housing Complex/ Project in various phases / sub-phases and accordingly all the Common Areas and Installations may not be available for use by the Purchaser till all the Phases / Sub-Phases are completed. The Purchaser is also aware that in the unlikely event that other phases of the Project are not developed or launched at all, then the same shall not form part of the Project / Housing Complex (and the Project / Housing Complex shall be deemed to have been reduced to that extent) and the land comprised in other phases shall be divided and demarcated and/or partitioned from Phase-I and retained by the Promoter and the Vendors and the Purchasers of Phase-I shall not have any claim or demand with regard thereto.
 - d. **SANCTIONED PLAN** shall mean the plan sanctioned by the Rajarhat Panchayat Samity and vetted by the Zilla Parishad and/or the New Town Kolkata Development and/ or the Competent Authority, as the case may be, vide Approval Order No. 1129/RPS dated 13.09.2022 for construction of the Building/s at the Said Land and shall include sanctionable modifications thereof and/or alterations thereto as may be made by the Promoter, subject to compliance of the Act.

- e. **COMMON AREAS AND INSTALLATIONS** shall mean those areas installations and facilities in the Said Land as mentioned and specified the **SCHEDULE- 'E'** to these presents and as be expressed or intended from time to time by the Promoter for exclusive use and enjoyment by the occupants of the Housing Complex. 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.

It is clarified that the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex / Said Land and the Building/s which the Promoter may use for themselves or permit to be used for the purpose of parking cars, two wheelers and other vehicles and/or for other purposes nor shall include roofs/terraces at different floor levels attached to any particular Flat / Apartment nor shall include the exclusive greens / gardens attached to any particular Flat / Apartment, and the Promoter shall in its absolute right deal therewith to which the Purchaser hereby consents.

- f. **COMMON EXPENSES** shall mean and include (i) all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations; and (ii) all **expenses** to be incurred for the management maintenance upkeep and administration of the common amenities and facilities; and rendition of common services in common to the co-owners of the Said Land and all other expenses for the common purposes (including those mentioned in the **SCHEDULE- E-2** hereunder written) to be contributed and shared by the Co-owners.
- g. **Carpet Area of an Apartment/Unit:** The carpet area for the Apartment or any other Unit shall mean the entire 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.
- h. **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Apartment/Unit.
- i. **Built-up Area:** The built-up area of an Apartment/Unit shall mean the Carpet Area of such Unit or any other unit Together with area covered by a Balcony/Balconies, attached with such Unit or any other unit And Together with 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony And Together with 100% (Hundred percent) of the area covered by all other external walls of the such Apartment/Unit and the Balcony.
- j. **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Apartment/Unit.
- k. **MAINTENANCE IN-CHARGE** shall upon formation of the Association and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Association and till such time the Association is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

- i. **COMMON PURPOSES** shall mean 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.
- m. Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- n. Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

SCHEDULE- B

(Apartment)

1.1 APARTMENT/UNIT:

ALL THAT the flat being Apartment/ Unit No. ----- containing a carpet area of ----- (-----) Square feet, more or less, along with balcony having carpet area ----- (-----) Square feet, more or less, on the ----- floor of the Block- ----- of the Project at the said Land, more fully shown in a MAP in **Part-I of Schedule-C** hereinafter and duly demarcated with **RED** colour therein.

1.2 CAR PARKING SPACE:

ALL THAT Car Parking space, in the Ground Floor of Block- ----, being Car Parking Space No. -----, for parking of one medium sized motor car more fully shown in a MAP in **Part-II of Schedule-C** hereto and duly demarcated with **BLUE** colour therein;

ALL THAT Car Parking Space, in the Ground Floor of Block- ---, being Car Parking Space No. -----, for parking a medium sized motor car on the basis of sharing of the entry and exit of the motor car, commonly with the Car Parking Space No.____, more fully shown in a MAP in **Part-II of Schedule-C**, hereto and duly demarcated with **BLUE** colour therein;

ALL THAT Car Parking Space, being No. 1A, (subject matter of this allotment), allotted in a mechanical two storied Car Parking structure capable of parking two medium sized motor car (parking of which shall always be dependent to each other), erected and installed in the Ground Floor of Block- ----. Location of the said structure is more fully shown in a MAP in **Part-II of Schedule-C**, hereto and duly demarcated with **BLUE** colour therein;

SCHEDULE- C

Part-I

(FLOOR PLAN OF THE APARTMENT/UNIT)

Part-II

(FLOOR PLAN OF THE CAR PARKING SPACE)

SCHEDULE- D**(Easements- Granted to the Purchaser)**

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, 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 Vendors 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 cleaning, 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 accepted and reserved for the Vendors 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 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 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 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.

SCHEDULE- E

Common Areas, Amenities and Facilities (which are part of the Project)

1. Common Areas and Installations:

- a. Common Areas at the Building in which the Apartment is situated:
 - (i) Staircases, landings and passage and stair-cover on the ultimate roof.
 - (ii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the said Building.

- (iii) Lifts with machineries, accessories and equipment (including the lift machine room) and lift well for installing the same in the said Building.
- (iv) Electrical installations with main switch and meter and space required therefor.
- (v) Ultimate open to sky space on the ultimate roof of the said Building.
- (vi) Overhead water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the said Building.
- (vii) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the said Building.
- (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the said Building.

b. Common Areas at the Project:

- (i) Driveway, Paths and passages in the Project other than those reserved by the Promoter for its exclusive use or for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for use of itself or any unit-holder / occupant..
- (ii) All Electrical installations and the accessories and wirings in respect of the Project and the space required therefore.
- (iii) Electrical wiring and fittings and fixtures for lighting the passages, driveways and all other common areas and separate electric meter/s and meter room / space.
- (iv) Water waste and sewerage evacuation drains from the buildings / blocks to the municipal drain.
- (v) **Surveillance System at the boundary wall of the Project.**
- (vi) Intercom facility.
- (vii) Underground water reservoir
- (viii) Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes therefrom connecting to different Units and space / room for pump and motor.
- (ix) Deep tube well for water supply.

- (x) Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- (xi) DG Set, its panels, accessories and wirings and space for installation of the same.
- (xii) Boundary wall and entrance gate of the Project.
- (xiii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project.
- (xiv) **Water Filtration Plant.**
- (xv) **Firefighting system**
- (xvi) **Common toilet.**
- (xvii) Other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the Project as are necessary for the use and occupation of the flats in common and as are specified by the Promoter expressly to be the common areas after construction of the said Project;
- (xviii) It is clarified that the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex / Said Land and the Building/s which the Promoter/ Vendors may use for themselves or permit to be used for the purpose of parking cars, two wheelers and other vehicles and/or for other purposes nor shall include roofs/terraces at different floor levels attached to any particular Flat/ Apartment nor shall include the exclusive greens/ gardens attached to any particular Flat/ Apartment, and the Promoter/ Vendors shall in their absolute right deal therewith to which the Purchaser hereby consents.

1.3 Amenities and Facilities: The Promoter has made a Multi-purpose Hall and a Gymnasium. Once the amenities and facilities, as aforesaid becoming functional, the Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof.

SCHEDULE E-1

(House Rules)

The Purchaser binds himself/ themselves and covenants to abide by the following rules, regulations and restrictions ("**House Rules**"). The Purchaser agrees-

1. to use the Apartment 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 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.

2. that unless the right of parking is expressly granted and mentioned in Clause 1.2 of the **Schedule- B** hereinabove written ("Parking Facility"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land/ Housing Complex (including at the open spaces at the said Land).
3. In case the Purchaser has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - (i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Land (including at the open spaces at the said Land);
 - (iii) the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car and/or two wheeler, as the case may be. In case the Purchaser has been granted any Parking Facility for motor car as specifically mentioned in Clause 1.2 of the **Schedule-B** hereinabove written, the same shall not and cannot be used to park any two-wheeler or any other vehicle and vice versa.
 - (iv) No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
 - (v) 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.
 - (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other co-owners of the Project and none else.
 - (vii) This right to use parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - (viii) 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 Vendors liable in any

manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.

- (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
4. In case the Purchaser has not been agreed to be granted any Parking Space, 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) nor claim any right to park in any manner whatsoever or howsoever
 5. The use of the Common Areas including but not limited to the amenities and facilities shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the amenities and facilities) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including the amenities and facilities by the Purchaser or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser may also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance-In-charge from time to time for use of the Gymnasium and Multipurpose Hall for hosting his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge in writing and the Promoter or the Maintenance In-charge shall be at liberty to refuse the same without assigning any reasons thereof.
 6. Fittings & Fixtures: Except those provided by the Promoter, all fit-outs to be put-up, erected and installed at or inside the Apartment 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 adhere to the following:
 - 6.1 The Purchaser shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and there shall be regular clearing of all debris arising out of the Fit-out works;
 - 6.2 The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns in the floor, ceiling and walls of the Apartment.
 7. not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to

maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

8. not to claim any access or user of any other block or building at the said Land except the said Building and the Common Areas mentioned herein and that too subject to the terms and conditions and rules and regulations, applicable thereto.
9. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Apartment **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 Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Apartment.
10. not to partition or sub-divide the Apartment nor to commit or permit to be committed any form of alteration or changes in the Apartment or in the beams, columns, pillars of the Said Buildings passing through the Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving 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 Said Building or any part thereof.
11. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
12. not to install or keep or operate any generator in the Apartment or in the balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Apartment 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 Apartment.
13. not to change 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
14. 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.
15. 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.
16. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Apartment 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 Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
17. to use the Common Areas only to the extent required for ingress to and egress from the Apartment 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 Vendors and the Promoter and all other persons entitled thereto.
 18. to install firefighting and sensing system gadgets and equipment as required under law and shall keep the Apartment free from all hazards relating to fire;
 19. to keep the Apartment 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 Apartment 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 Apartment.
 20. 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 premium, payable in respect thereof.
 21. 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 Apartment and any other Unit in or portion of the Project.
 22. to co-operate with the Maintenance-In-charge in the management, maintenance control and administration of the Project and the said Land and other Common Purposes.
 23. to 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.
 24. to maintain at his/her/their own costs and expenses, the Apartment 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, Rajarhat Bishnupur 1 No. Gram Panchayat or Concerned Authorities, WBSEDC Limited, Fire Service Authorities,

Pollution Control Board and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

25. 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 nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
26. not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
27. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
28. not to use the Apartment 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,
29. To allow and permit the Promoter the following rights and authorities:-
 - (i) 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. If any consideration, rent, hiring charges etc., is receivable from any such Vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.

30. The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Apartment directly to the Rajarhat Bishnupur 1 No. Gram Panchayat and/or the Competent Authority, Block Land and Land Reform Office (BLLRO) and any other appropriate authority Provided That so long as the Apartment 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 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 Apartment (including any applicable minimum charges and proportionate share of transmission loss).
 - (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, 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 the Common Area Maintenance (CAM) charges/ expenses 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, recurring monthly CAM charges calculated @ Rs.3.00 (Rupee Three) only per Square feet per month of the built-up area of

the Apartment (including Area of the Balcony). 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) For the purpose of payment of the proportionate of the Common Area Maintenance (CAM) charges by the Purchaser, the Unit Area for CAM shall be the sum total of the Built-up Area of the Apartment/Unit and Built-up Area of the Balcony, which is ----- (-----) Square feet, more or less.
 - (vii) In case the Purchaser has opted for the Car Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs.500/- (Rupees Five hundred only) per annum , to be increased every years by 5% (Five percent) of the amount then payable. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
 - (viii) 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.
- 31.1 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 in the ground floor earmarked for the Apartment 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.
- 30.2. The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 30.2.1 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 and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold

and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Apartment.

- 30.2.2 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Said Buildings 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 Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors 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.

SCHEDULE E-2

(Common Expenses)

Common Expenses shall include the following:

- I. **MAINTENANCE**: All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building and of the Project (including lifts, generators, intercom, water pump with motor, the Amenities and Facilities and also the Parking Spaces and all adjoining side spaces and all related gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Said Building and/or the Project and/or enjoyed or used by the in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- II. **OPERATIONAL**: All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas and also the Parking Spaces.
- III. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- IV. **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.

- V. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the Land (save those assessed separately in respect of any unit).
- VI. **AMC & INSURANCE**: Annual Maintenance Contracts (AMC), 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 including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- VII. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- VIII. **RESERVES**: Creation of funds for replacement, renovation and/or other periodic expenses.
- IX. **PARKING SPACES**: All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- X. **OTHERS**: All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter and/or the Association for the common purposes.