

**THIS CONVEYANCE DEED** executed on this                    day of March, 2023 by and between **(1) ALLMOST REALTORS PRIVATE LIMITED**, (CIN No. U45400WB2012PTC184401), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O. R-Gopalpur, (Crossing of 91C Bus Route & 6 Lane Expressway),    Kolkata-700 136, (PAN :

AAKCA8668F), **(2) BRAVO COMMOALES PRIVATE LIMITED**, (CIN No. U51909WB2014PTC202904), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur, (Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAFCB9913P), **(3) LUXURIANT INFRAPROJECTS PRIVATE LIMITED**, (CIN No. U70102WB2014PTC203426), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AACCL7358K), **(4) MAKELIFE PROJECTS PRIVATE LIMITED**, (CIN No. U45400WB2012PTC183732), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata- 700 136, (PAN : AAICM1215A), **(5) MAKELIFE PROPERTIES PRIVATE LIMITED**, (CIN No. U45400WB2012PTC183753), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAICM1216D),**(6) VERONICA DEALERS PRIVATE LIMITED**, (CIN No. U51909WB2011PTC162104), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur, (Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata- 700 136, (PAN : AADCV6356J), **(7) WAXFLOWER INFRASTRUCTURE PRIVATE LIMITED**, (CIN No. U70102WB2014PTC202478), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AABCW5374K), **(8) BLUESNOE AGENCIES PRIVATE LIMITED**, (CIN No. U51909WB2014PTC202903), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136,

(PAN : AAFCB9914L), **(9) FLAX TRADERS PRIVATE LIMITED**, (CIN No. U51909WB2014PTC203422), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AACCF4438Q), **(10) FLORIN PROPERTIES PRIVATE LIMITED**,(CIN No. U70102WB2014PTC202474), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AACCF4197Q), **(11) LAUREEN TRADERS PRIVATE LIMITED**, (CIN No. U51909WB2014PTC203146), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AACCL7280J), **(12) KOTIRATAN BUILDTECH PRIVATE LIMITED**, (CIN No. U45400WB2012PTC183728), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAECK8840R), **(13) PRADYUMNA ADVISORY PRIVATE LIMITED**, (CIN No. U51909WB2014PTC202910), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAHCP7741B), **(14) PRADYUMNA COMMOTRADE PRIVATE LIMITED**, (CIN No. U51909WB2014PTC202911), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700 136, (PAN : AAHCP7742C), and **(15) RANDHIR VINTRADE PRIVATE LIMITED**, (CIN No. U51909WB2010PTC154333), 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 SRCM Road, Narendra Nagar, Rajarhat, P.O.-R-Gopalpur,(Crossing of 91C Bus Route & 6 Lane Expressway), Kolkata-700

136, (PAN : AAFCR0465C), all represented by its Constituted Attorneys (1) **(Mr.) Kailashpati Agarwal**, son of Late Shanti Swarup Agarwal, an Indian Citizen, by faith Hindu, by Profession Service, having (PAN:BUJPA8468C)(AADHAR NO. 337145058532, residing at B-602, Green Woods Premium, Shibtolla, Kaikhali, P.S. Airport, Kolkata – 700136 And (2) **(Mr.) Bijay Karmakar**, son of Late Kundupada Karmakar, having PAN BSDPK5802N, AADHAR NO. 780743183932, an Indian Citizen, by Caste Hindu, by Profession Service, residing at 242/3, Bidhan Pally, P.O. N.S.S., Ward- 17, Kalyani, Nadia, PIN- 741250, appointed through a Power of Attorney registered in the office of Additional Registrar of Assurances - III, Kolkata being No. 190306375 for the year 2015, recorded in Book No. IV, Volume No. 1903-2015, Page Nos. 80812 to 80847, 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 their respective successors-in-interest and/or assigns); of the **FIRST PART AND ASPIRA LOHARUKA DEVELOPERS LLP**, (PAN ABCFA4594Q), a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008 having its registered office at Freshia, SRCM Road, Narendra Nagar, Rajarhat, P.O.- Gopalpur, District- North 24-Parganas, Kolkata– 700 136, represented by its Authorized Signatories (1) **(Mr.) Kailashpati Agarwal**, son of Late Shanti Swarup Agarwal, an Indian Citizen, by faith Hindu, by Profession Service, having (PAN:BUJPA8468C)(AADHAR NO. 337145058532, residing at B-602, Green Woods Premium, Shibtolla, Kaikhali, P.S. Airport, Kolkata – 700136 And (2) **(Mr.) Bijay Karmakar**, son of Late Kundupada Karmakar, having PAN BSDPK5802N, AADHAR NO. 780743183932, an Indian Citizen, by Caste Hindu, by Profession Service, residing at 242/3, Bidhan Pally, P.O. N.S.S., Ward- 17, Kalyani, Nadia, PIN- 741250 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 assigns) of the **SECOND PART:**

**AND**

**(Mr.)/(Mrs.)/(Ms.)** ....., (PAN: .....,) (Aadhaar No. ....) son/daughter/wife of ....., an Indian Citizen, by faith ....., by Profession ....., and **(Mr.)/(Mrs.)/(Ms.)**

....., (PAN: .....), (Aadhaar No. ....) son/daughter/wife of ....., an Indian Citizen, by faith ....., by Profession ....., both residing at ....., hereinafter jointly and / or collectively called the "**PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and assigns) of the **THIRD PART**.

The /Owners, the Promoter and the Purchasers shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**I. WHEREAS:**

- A. The Owners are the full and lawful owners of **All That** the piece and parcel of the land containing an area of **All That** the piece and parcel of the land containing an area of 1.50 Acres (equivalent to 90 Cottahs 12 Chittacks) more or less, situate lying at and comprised in various Dags, recorded in various Khatians in Mouza- Gopalpur, J.L. No.2, Police Station- Airport, in the District of North 24-Parganas, more fully described in Schedule A-1 ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-2 hereto.
- B. The Owners and the Promoter have entered into a joint Development Agreement dated 31<sup>st</sup> July 2015 and registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2015, Pages from 34641 to 34692, Being No. 190401015 for the year 2015, further rectified by a Deed of Declaration cum Rectification dated 31st August 2016 and registered on 7th September, 2016, with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2016, Pages from 315122 to 315135, Being No. 190408428 for the year 2016.
- C. The final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments and buildings have been sanctioned by the Rajarhat Gopalpur Municipality (Now Bidhannagar Municipal Corporation).

- D. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **Freshia-I ("Project")**.
- E. By Agreement for Sale dated ....., ....., ....., ("Agreement"), the Promoter and the Vendors agreed to sell to the Purchasers (as Allottees, there under) and the Purchasers agreed to purchase from them **ALL THAT** the Residential flat being Unit No. .... containing a carpet area of ..... (.....) Square feet, more or less, along with balcony having carpet area ..... (.....) Square feet, the total Carpet Area of the Apartment is **570** Square Feet, more or less, on the ..... floor of the Block- ....., more or less, of the Project at the said Land Together with right to use the common areas ("**Common Areas**") (collectively "**Designated Apartment**") more particularly described in **Schedule B** and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**.
- F. The construction of the said Apartment is complete to the full and final satisfaction of the Purchasers and the Promoter has delivered possession thereof to the Purchasers on 29<sup>nd</sup> March, 2023.
- G. The Promoter has duly complied with its obligations contained in the Agreement and is not in default of its obligations therein, which the Purchasers doth hereby confirm, and similarly the Promoter hereby confirms that the Purchasers have made full payment of the Total Price to the Promoter.
- H. The Purchasers have now requested the Promoter to convey the Designated Apartment in favour of the Purchasers. The Owners have agreed to join in as party to this deed.
- I. At or before the execution hereof, the Purchasers have fully satisfied themselves with regard to the following: (i) The rights title and interest of the Owners and the Promoter to the Said Land; (ii) The rights of the Promoter under the Development Agreements; (iii) The facts hereinbefore recited and the superseding and overriding effects of this document and

the contents hereof over all earlier agreements and understandings made prior hereto. (iv) The workmanship and quality of construction of the Designated Apartment and the Project, including the structural stability of the same. (v) The total area comprised in the Designated Apartment (vi) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

- J. The Purchasers have gone through all the terms and conditions set out in this Deed and understood his/her/their rights and obligations detailed herein.

**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 Purchasers to the Vendors and the Promoter, paid 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 Designated 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 Purchasers and the Designated Apartment) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchasers **ALL THAT** the Residential flat being Unit No. .... containing a carpet area of ..... (.....) Square feet, more or less, along with balcony having carpet area ..... (.....) Square feet, the total Carpet Area of the Apartment is ..... Square Feet, more or less, on the ..... floor of the Block- ....., more or less, of the Project at the said Land, more fully and particularly mentioned and described' in **Schedule-B** hereto, and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C. 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 Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchasers absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchasers 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 Purchasers to be observed, fulfilled and performed.

**III. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASERS** 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 Purchasers, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchasers, 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 Designated 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 Vendors 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 Purchasers 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 Purchasers



in the manner aforesaid as shall or may be reasonably required by the Purchasers

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

- (i) The Purchasers shall have exclusive ownership of the Designated Apartment.
- (ii) The Purchasers 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.
- (iii) The Purchasers acknowledges and confirms that the Promoter have carried out timely delivery of possession of the Designated Apartment to the Purchasers and duly made ready and complete with all specifications, amenities and facilities of the project to full satisfaction of the Purchasers.
- (iv) The Purchaser shall be solely responsible to comply with the House Rules as per Schedule E-1 hereto.
- (v) The Purchasers accept the full knowledge of all laws, rules, regulations, notifications applicable to the project.
- (vi) The Allottees so as to bind themselves to the Promoter and the Land Owners and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owners and with all the other allottees that the Allottees and all other persons deriving title under 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.
- (vii) 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 Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent buyer/transferee of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

(viii) 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 Land is 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 Purchasers 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 Purchasers and the other purchasers / Unit Holders shall keep the Promoter and the Land Owners fully indemnified with regard thereto;

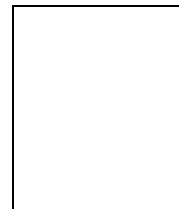
**IN WITNESS WHEREOF** parties have set their respective hands and signed this Deed at Kolkata on the day first above written.

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

**PURCHASERS**

Name: **(Mr.)/(Mrs.)/(Ms.)** .....

.....



Name: **(Mr.)/(Mrs.)/(Ms.)** .....

.....

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

**Promoter:**

Signature \_\_\_\_\_

Name : **(Mr.)Kailashpati Agarwal**

Signature \_\_\_\_\_

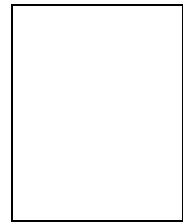
Name : **(Mr.) Bijay Karmakar.**

through its Authorised Signatory:

**ASPIRA LOHARUKA DEVELOPERS LLP**

Address : **FRESHIA**, SRCM Road, Narendra Nagar,

P.O. - Gopalpur, P.S – Rajarhat, Kolkata – 700136.



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

Owners through their Constituted Attorneys:

Signature \_\_\_\_\_

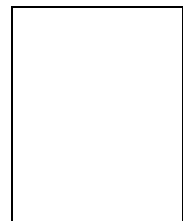
Name: **BIJAY KARMAKAR**

Address 242/3, Bidhan Pally, Nadia-741250

Name : **(Mr.)Kailashpati Agarwal**

Signature \_\_\_\_\_

Address B-602, Green Woods Premium, Kaikhali, Kolkata - 700136



At Kolkata on ..... day of ....., 2023

in the presence of:

**WITNESSES :**

Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**SCHEDULE 'A-1'**

(The said Land)

**ALL THAT** piece and parcel of land containing an area 150 Decimal, more or less situate lying at and being undivided part of L.R. Dag No. 3678, 3679, 3680 and 3678/4016 and comprised in Mouza Gopalpur, J.L. No.2, within the limit of Bidhannagar Municipal Corporation, under Police Station- Airport (formerly Rajarhat), **Old 91 Bus Route**, District of North 24 Parganas:-

<b>R.S. Dag and Khatian Number</b>	<b>L.R. Dag and Khatian Number</b>	<b>Total Area in Dag</b>	<b>Area of Dag being subject matter of sale</b>
Dag No. 3678, recorded in Khatian No.640	Dag No. 3678, recorded in Khatian Nos.11848 to 11858, and 11860 to 11863 (previous L.R. Khatian No.1900)	1.63 acre	0.92 acre
Dag No.	Dag No.3679,recorded in	0.16	0.08 acre

3679, recorded in Khatian No.640	Khatian Nos.11848 to 11858, and 11860 to 11863 (previous L.R. Khatian No.1900)	acre	
Dag No. 3680, recorded in Khatian No.640	Dag No.3680, recorded in Khatian Nos.11848 to 11858, and 11860 to 11863 (previous L.R. Khatian No.1900)	0.31 acre	0.15 acre
Dag No. 3678/4016, recorded in Khatian No.640	Dag No. 3678/4016, recorded in Khatian Nos.11848 to 11858, and 11860 to 11863 (previous L.R. Khatian No.1900)	0.35 acre	0.35 acre
		<b>Total</b>	<b>1.50 acre</b>

The Said Land is butted and bounded as follows:

On the **North:** Partly by Road and partly by R.S. Dag No.3681;

On the **South:** Partly by remaining portion of R.S. Dag Nos.3678, 3679  
and 3680;

On the **East:** Partly by Road and Partly by R.S. Dag No.3678 and;

On the **West:** Partly by each of R.S. Dag No.3678, 3673, 3681, 3682,  
3683, 3684 and 3685;

#### **SCHEDULE- A-1**

#### **(CHAIN OF TITLE)**

1. By an Indenture of Conveyance dated 16th July 1971 registered with the Registrar of Assurances, Kolkata in Book- I, Volume No. 128, Pages 104 to 114, Being No. 2844 for the year 1971, one Jerambhai Seva Trust purchases and acquired **ALL THAT** piece and parcel of land measuring 307 Decimal, more or less, comprised in Mouza- Gopalpur, J.L. No.2, situate, lying at R. S /L.R. Dag No. 3676, 3678, 3679, 3680 and 3678/4016 within the limit of Rajarhat Gopalpur Municipality (presently- Bidhannagar Municipal Corporation) under Police Station- Airport (formerly Rajarhat), District- North 24 Parganas, from

M/s Gojer Brothers Private Limited, free from all encumbrances. After the aforesaid purchase said Jerambhai Seva Trust recorded its name in Records Of Rights vide L.R. Khatian No. 1900.

2 By an Indenture of Conveyance dated 27th September 2014 registered on 30th September, 2014, with the Additional Registrar of Assurances-II, Kolkata in Book I, CD Volume No.61, Pages 1966 to 1993 Being No.12408 for the year 2014, said Jerambhai Seva Trust, out of the aforesaid land, sold and transferred, the said Land, more fully detailed in Schedule-A hereinabove, to the Owners herein, absolutely and forever. After the aforesaid purchase, the Owners recorded its name in Records Of Rights vide Khatian Nos. 11848 to 11858, and 11860 to 11863. Thus, Owners are the sole and absolute Owners of the Said Land.

### **SCHEDULE-A-2**

#### **(DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS)**

- 1 Unless, in this Deed, there be something contrary or repugnant to the subject or context:
  - 1.1 "this Deed" shall mean this Deed and Schedules all read together.
  - 1.2 **CO-OWNERS** shall mean (a) all the Purchasers/Co-owners 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;
  - 1.3 **SANCTIONED PLAN** shall mean the plan sanctioned by the erstwhile Rajarhat Gopalpur Municipality (presently Bidhannagar Municipal Corporation) vide Building Permit No.984 of 2014-15 dated 20th July 2014, further renewed on 20th November, 2017 and revalidated on 22<sup>ND</sup> September, 2020 for construction of the Building/s at the said Land and shall include sanctionable modifications thereof and/or

alterations thereto as may be made from time to time by the Promoter, subject to compliance of the Act.

- 1.4 **ADJOINING LAND/ PROJECT** shall mean the Project named “**FRESHIA-II**” adjoining the said Land, which is also being developed by the Promoter herein.
- 1.5 **SHARED COMMON ELEMENTS** shall mean and include the Facilities in the said Land as well as in the Adjoining Land as mentioned and specified in Clause-2 of the **SCHEDULE- ‘E’** hereunder written and presently expressed or intended by the Promoter for common use and enjoyment of the Co-owners of the said Land as well as the owners and occupiers of flats in the Adjoining Land.
- 1.6 **COMMON AREAS AND INSTALLATIONS** shall mean those areas installations and facilities in the Said Land as mentioned and specified the **SCHEDULE- ‘E’** hereunder written and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Land, **it being clarified that** the despite some of the Shared Common Elements being located within the said Land, the same are not part of the Common Areas and Installations meant for the Co-owners of the said Land, which Shared Common Elements are to be used and enjoyed by the owners and occupiers of both the said Land and the Adjoining Land in common with each other. **It is also clarified that** wherever the context so permits or intends, reference to the Common Areas and Installations shall also mean the Shared Common Elements.
- 1.7 **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) **50% share of the expenses** to be incurred for the management maintenance upkeep and administration of the **Shared Common Elements**; and rendition of common services in common to the co-owners of the Said Land and the Adjoining Land (to the extent of the Shared Common Elements) 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. **It is clarified that** the expenses in connection with the Shared Common Elements will be shared / distributed between Co-owners of the said Land and the Adjoining Land, equally.

- 1.8 **"MAINTENANCE IN CHARGE"** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
- 1.9 **"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, 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
- 1.10 **GENDER:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
- 1.11 **NUMBER:** words importing singular number shall according to the context mean and construe the plural number and vice versa.
- 2 The ownership and enjoyment of the Designated Apartment by the Purchasers shall be 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.
- 3 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of thirty six months from the date of the Completion Certificate

The Project shall bear the name "**Freshia-I**" or such other name as be decided by the Promoter from time to time.



**SCHEDULE-'B'****(APARTMENT)****DESIGNATED APARTMENT:**

1. **ALL THAT** the Residential flat being Unit No. .... containing a carpet area of ..... (.....) Square feet, more or less, along with balcony having carpet area ..... (.....) Square feet, the total Carpet Area of the Apartment is ..... Square Feet, more or less, on the ..... floor of the Block- ....., more or less, of the Project at the said Land , of the Project at the said Land, more fully shown in map in **SCHEDULE -'C' Part - I**, Marked " A" and bordered "**GREEN**" thereon.

**2. CAR PARKING SPACE:**

**ALL THAT** one medium sized Sharing Car Parking space being **No.** ..... in the Ground Floor of Block ....., on the basis of entry and exit with Car parking Space being No. ....., allotted to other Purchaser, without hindrances, at a location of which is more fully shown in **SCHEDULE -'C' Part - II**, and bordered "**BLUE**" thereon;

**SCHEDULE- C**

(Part-I)

**DESIGNATED APARTMENT**

Part-II)

**CAR PARKING SPACE**

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

- A. The Purchasers 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 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 Designated Apartment.
  - b. The right of protection of the Designated 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 Designated 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 Designated Apartment.
  - d. The right of the Purchasers 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 Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated 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 Purchasers paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchasers under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchasers 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 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 Purchasers 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 Purchasers 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 Purchasers 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 Designated 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**

### **AMENITIES & FACILITIES**

#### **1 AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT):**

- 1.1 Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 1.2 Surveillance System in the entrance lobby of the Buildings at the Project and any other place, if so provided by the Promoter.
- 1.3 Intercom facility.
- 1.4 Underground water reservoir
- 1.5 Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- 1.6 Deep tube well for water supply.
- 1.7 Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.

- 1.8 DG Set, its panels, accessories and wirings and space for installation of the same.
- 1.9 Boundary wall
- 1.10 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
- 2 Amenities And Facilities (SHARED COMMON ELEMENTS): The Promoter have made available certain facilities as hereinafter mentioned (hereinafter referred to as “the Facility” which expression shall include any modifications or alterations of all or any such facility) at a portion of the said Land containing:
- (i) Kids play area in open space;
  - (ii) Cards Playing room;
  - (iii) Amphitheatre; and
  - (iv) Multipurpose Room

### **SCHEDULE- E-1**

#### **(HOUSE RULES)**

- 1 HOUSE RULES: The Purchasers bind themselves and covenants to abide by the following rules, regulations and restrictions (“House Rules”):
- 1.1 to use the Designated 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 and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
- 1.2 that unless the right of car parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written (“Parking Facility”), the

Purchasers 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)

1.3 In case the Purchasers have applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-

1.3.1 The Purchasers shall pay the Parking Area Maintenance Charges punctually and without any delay or default

1.3.2 the Purchasers shall use the Parking Facility, only for the purpose of parking of his medium sized motor car .

1.3.3 The Purchasers shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.

1.3.4 The Purchasers shall not grant transfer let out or part with the Parking Facility independent of the Designated 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-Vendors of the Project and none else.

1.3.5 This right to use parking space does not confer any right of Ownership of the space on which such parking facility is provided.

1.3.6 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.

1.3.7 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.



- 1.4 In case the Purchasers have 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
- 1.5 The use of the Common Areas and the Shared Common Elements including but not limited to the Facility shall be done by the Purchasers 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 Facility) and appoint agencies for maintenance of the same. The Purchasers shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas and the Shared Common Elements including any Facility by the Purchasers or their family members or any other person.
- 1.6 Fittings & Fixtures: Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Purchasers at their own costs and expenses. In doing and carrying out the said fit out works, the Purchasers shall be obliged to adhere to the following:
  - 1.6.1 The Purchasers shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and the Shared Common Elements and there shall be regular clearing of all debris arising out of the Fitout works;
  - 1.6.2 The Purchasers hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Apartment.
- 1.7 Not to make any construction or addition or alteration or enclose any Common Areas and the Shared Common Elements nor display any signboard, neon sign or signage there from 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.

- 1.8 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 and the Shared Common Elements mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 1.9 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchasers to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchasers shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchasers shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
- 1.10 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 1.11 Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Said Buildings passing through the Designated 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.

- 1.12 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 1.13 Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated 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 Designated Apartment.
- 1.14 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
- 1.15 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.
- 1.16 no bird or animal shall be kept or harbored 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.
- 1.17 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated 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 Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 1.18 to use the Common Areas and the Shared Common Elements only to the extent required for ingress to and egress from the Designated 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.

- 1.19 to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
- 1.20 to keep the Designated 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 Designated 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 Designated Apartment.
- 1.21 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.
- 1.22 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 Designated Apartment and any other Unit in or portion of the Project.
- 1.23 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
- 1.24 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 Shared Common Elements and the said Land.

- 1.25 to maintain at their own costs, the Designated Apartment and the Balcony in the same good condition state and order in which it be delivered to hem and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Bidhan Nagar Municipal Corporation, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated 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.
- 1.26 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.
- 1.27 Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 1.28 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 1.29 not to use the Designated 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,

- 1.30 To allow and permit the Promoter the following rights and authorities:-

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 promoter to meet the Common Expenses to that extent.

- 1.31 The Purchasers bind themselves and covenants to bear and pay and discharge the following expenses and outgoings:-

1.31.1 Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Bidhannagar Municipal Corporation, BLLRO, and any other appropriate authority Provided That so long as the Designated 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.

- 1.31.2 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 Designated Apartment or the Building or the said Land and whether demanded from or payable by the Purchasers or the Maintenance In-charge and the same shall be paid by the Purchasers wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
- 1.31.3 Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- 1.31.4 Charges for water, and other utilities consumed by the Purchasers and/or attributable or relatable to the Designated 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 Designated 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.
- 1.31.5 Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchasers shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Re.3/- (Rupee Three ) only per Square foot per month of the built-up area of the Designated Apartment. 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.

1.31.6 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.

1.31.7 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchasers in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

1.32 All payments to be made by the Purchasers 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 Purchasers or in the letter box in the ground floor earmarked for the Designated Apartment Provided That any amount payable by the Purchasers directly to any authority shall always be paid by the Purchasers within the stipulated due date in respect thereof and the Purchasers shall bear and pay the same accordingly and without any delay, demur or default

1.33 The liability of the Purchasers 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.

1.34 In the event of the Purchasers failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchasers 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 Purchasers 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 Purchasers and their employees customers agents tenants or licensees and/or the Designated Apartment.

- 1.35 The Purchasers 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 Purchasers 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 Purchasers or the servants agents licensees or invitees of the Purchasers 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 Purchasers.

#### **SCHEDULE- E-2**

##### **Common Expenses shall include the following (“Common Expenses”):**

- 1 **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, 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 Purchasers 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 Purchasers 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.

- 2 **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.
- 3 **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- 4 **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- 5 **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the 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 including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 7 **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 8 **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 9 **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

10 **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter and/or the Association for the common purposes.

**MODE OF CONSIDERATION**

Received with thanks from the above named

Purchaser the within named sum towards

The Consideration for sale of said Designated

Apartment

**Rs. ....../-**

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**Rs. ....../-**

**(Rupees .....) only**