

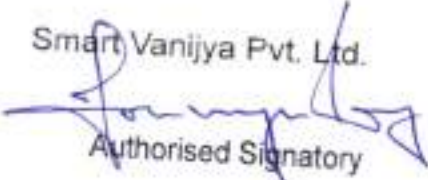
MODEL DRAFT COPY

DEED OF CONVEYANCE

**THIS INDENTURE IS MADE ON THIS THE _____
DAY OF MARCH 2023 (TWO THOUSAND AND
TWENTY THREE).**

Cont.P/2

Smart Vanijya Pvt. Ltd.


Authorised Signatory

DEED OF ABSOLUTE SALE OF RESIDENTIAL FLAT PREMISES ON OWNERSHIP BASIS AT EMBEE DELIGHT.

One Residential Flat Premises being **FLAT NO. XX**, measuring about **XXXX SQ. FT.** (the measurement of which includes proportionate area of Staircase, Corridor, Passages, Etc and super-built up area) at **Xth FLOOR** of **BLOCK – XXXX** of the Complex named and designed as **EMBEE DELIGHT** together with One **COVERED** parking space (measuring more or less about **XXX SQ.FT.**) at the **Ground Floor** of the complex (at any suitable location) with an impartible right/share in the land on which the same stands.

CONSIDERATION : Rs. XX,XX,XXX/-

L.R. PLOT NO. : 1487, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516 & 1517

L.R. KHATIAN NO. : 3881

J.L. NO. : 96 (R.S), 71 (L.R.)

MOUZA : BARAMOHAN SINGH

P.S. : MATIGARA

DISTRICT : DARJEELING

WITHIN THE AREA OF GRAM PANCHAYAT

Smfart Vanliya Pvt. Ltd.

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BETWEEN

SMT (PAN:-XXXXXXXXXX) W/o, Hindu by religion, Indian by Nationality, by Occupation, resident of Road,, - 734005, P.O. & P.S., District - in the State of; hereinafter called **PURCHASER/ FIRST PARTY/ BUYER** (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, administrators, representatives and assigns) of the **FIRST PART**.

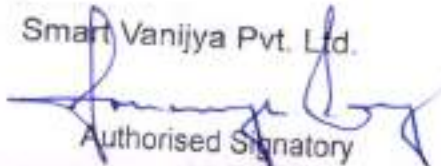
AND

SMART VANIJYA PRIVATE LIMITED (PAN:- AAJCS2004A), A company incorporated under the Companies Act, bearing certificate of Incorporation No. U45100WB2005PTC103518 Dated 03/06/2005 having its registered office at 6, Lyons Range, Unit No. 2, 5th Floor, P.O. G.P.O. & P.S. Hare Street, Kolkata-700001 --- hereinafter called the **SECOND PARTY/SELLER/ VENDOR** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors in office, legal representatives, administrators and assigns) of the **SECOND PART** represented by its Constituted Attorney **SRI PRASHANT KUMAR JHA (PAN:- AQXPJ4822C)** S/o Sri Abhay Chandra Jha,, Hindu by faith, Indian by Nationality, Business by occupation, resident of Shantipur, Kharag Singh Road, Shivmandir-734013, P.O. New Rangia, P.S. Matigara, District-Darjeeling in the state of West Bengal by virtue of a General Power of Attorney and the same was duly registered at the Office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and registered in Book No. I, Volume No. 0403-2022, Page from 110363 to 110384, being document No. 040304660 for the year 2022.

WHEREAS one **SAJJAN KUMAR AGARWAL** was the recorded owner of all that piece and parcel of land measuring 0.81 Acre recorded in Khatian No. 1842 including the land mentioned above.

AND WHEREAS one **SARITA DEVI AGARWAL @ SAJITA DEVI AGARWAL** was the recorded owner of all that piece and parcel of land measuring 1.05 Acre recorded in Khatian No. 1839 including the land mentioned above.

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AND WHEREAS one RAHUL GHOSH was the recorded owner of all that piece and parcel of land measuring 0.79 Acre recorded in Khatian No. 1841 including the land mentioned above.

AND WHEREAS one RINA GHOSH was the recorded owner of all that piece and parcel of land measuring 1.08 Acre recorded in Khatian No. 1840 including the land mentioned above.

AND WHEREAS one SANKAR GHOSH was the recorded owner of all that piece and parcel of land measuring 2.51 Acre recorded in Khatian No. 1843 & 1921 including the land mentioned above.

AND WHEREAS one MITHU GHOSH was the recorded owner of all that piece and parcel of land measuring 0.55 Acre recorded in Khatian No. 1922 including the land mentioned above.

AND WHEREAS one RATHIN GHOSH was the recorded owner of all that piece and parcel of land measuring 0.56 Acre recorded in Khatian No. 1923 including the land mentioned above.

AND WHEREAS one ANUPAM GHOSH was the recorded owner of all that piece and parcel of land measuring 0.55 Acre recorded in Khatian No. 1924 including the land mentioned above.

AND WHEREAS one TAPAN BISWAS was the recorded owner of all that piece and parcel of land measuring 3.59 Acre recorded in Khatian No. 1920 including the land mentioned above.

AND WHEREAS above named SAJJAN KUMAR AGARWAL, SARITA DEVI AGARWAL @ SAJITA DEVI AGARWAL, RAHUL GHOSH, RINA GHOSH, SANKAR GHOSH, MITHU GHOSH alias MITA GHOSH, RATHIN GHOSH, ANUPAM GHOSH and TAPAN BISWAS had formed and constituted a Partnership firm for the purpose of carrying a business of Real Estate Development, promotion, sale and purchase of Plot of Land etc. under the name and style of M/S MILLENNIUM CONSTRUCTION CO. (CONFORMING PARTY HEREOF) and executed a Deed of Partnership dated 01.04.2003 and on account of the capital contribution, the above named Group of Persons had contributed the schedule land as their capital in the said firm. At the time of execution of Sale Deed they requested to make the payment in the name of their above named business firm and the payment was made according to their request.

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AND WHEREAS the Vendor hereof **SMART VANIJYA PRIVATE LIMITED** acquired a piece and parcel of land measuring 4.56 Acre appertaining to and forming part of L.R. Plot No. 1487, 1498, 1499, 1500, 1501, 1502, 1503, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516 & 1517, recorded in L.R. Khatian No. 1839, 1840, 1841, 1842, 1843, 1920, 1921, 1922, 1923 & 1924 of Mouza – Baramohan Singh in the District of Darjeeling by virtue of Deed of Conveyance executed jointly by **SAJJAN KUMAR AGARWAL & 9 OTHERS** (as Seller) & **MILLENNIUM CONSTRUCTION COMPANY** (as Confirming Party) and registered at the office of the Additional District Sub – Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 145, Pages 69 to 82, being Document No. 5834 for the year 2006.

AND WHEREAS abovenamed Vendor hereof **SMART VANIJYA PRIVATE LIMITED** also acquired a piece and parcel of land measuring 0.66 Acre appertaining to and forming part of L.R. Plot No. 1497, 1498 & 1499, 1503, 1504, 1506 & 1507, recorded in L.R. Khatian No. 1839, 1840, 1841, 1842, 1843, 1920, 1921, 1922, 1923 & 1924 of Mouza – Baramohan Singh in the District of Darjeeling by virtue of Deed of Conveyance executed jointly by **SAJJAN KUMAR AGARWAL & 9 OTHERS** (as Seller) & **MILLENNIUM CONSTRUCTION COMPANY** (as Confirming Party) and registered at the office of the Additional District Sub – Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 145, Pages 9 to 20, being Document No. 5828 for the year 2006.

AND WHEREAS the abovenamed Vendor hereof **SMART VANIJYA PRIVATE LIMITED** possessing the aforesaid landed property got its name mutated at the office of the B.L & L.R.O., Matigara and its name is duly recorded in L.R. Khatian No. 3881 in respect of Plot No. 1487, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516 & 1517 of Mouza-Baramohan Singh in the District of Darjeeling and also got it converted from Danga, DPP to Bastu (Commercial) vide memo No. 220/DL&LRO/DJ/12 Dated 05/09/2012.

AND WHEREAS in the manner aforesaid the Second Party hereof become sole, absolute and exclusive owner of Land measuring 522 (Five Two Two) Decimal appertaining to and forming part of L.R. Plot No. 1487, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516 & 1517, recorded in L.R. Khatian No. 3881 of Mouza – Baramohan Singh, J.L. No. 96 (R.S.), 71 (L.R.) situates within Pargana – Patharghata, P.S. Matigara in the District of Darjeeling having permanent, heritable and transferable right, title and interest in the said land.

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AND WHEREAS the above named **SMART VANIJYA PRIVATE LIMITED** decided to construct a Housing Complex comprising on **1st Schedule** land according to the Building Plan prepared which was approved by Matigara Panchayat Samity vide order No. 59/Atha/MPS/Planning dated 12.07.2018, 06/Atha/MPS/Planning Dated:- 31/05/2019 and Plan No:- 62/MPS/Planning Dated:-04/02/2021.

AND WHEREAS for Fulfillment of Electricity Supply as per Guideline and direction of the Department of Electricity, Land measuring 23 Decimal appertaining to forming part of R.S. Plot No. 939 & 940 corresponding to L.R. Plot No. 1487 & 1517, recorded in L.R. Khatian No. 3881 of Mouza - Baramohan Singh in the District of Darjeeling has been gifted to West Bengal State Electricity Distribution Company Limited for Construction of 33/11 KV indoor type Sub-Station and said Deed of Gift is duly registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2020, Pages 114800 to 114832, Being Document No. 040305082 for the year 2020.

AND WHEREAS the above named **SMART VANIJYA PRIVATE LIMITED** had completed the construction of the said multistoried residential complex in phase manner and to assign and identify has named the residential complex as "**EMBEE DELIGHT**" having 6 towers known as (a). **AURA**, (b). **BLISS**, (c). **CAROL**, (d). **DELICIA** (e). **EUPHORIA** & (f). **FROLIC**.

AND WHEREAS the Second party has formulated a scheme for selling apartment/ Unit/Premises and to enable different person(s) /party(s) intending to have own flat/unit/Parking premises/Store for house hold goods in the said Building Complex along with the undivided proportioned share and interest in the land as more fully described in **1st Schedule** below, the proportioned share or interest in the **1st Schedule** to be determined according to the constructed areas comprising the unit or premises proportioned to the total constructed area of the Complex.

AND WHEREAS the Second Party hereof offered to intended buyers to apply for purchase of flat/parking/garage/unit/apartment and the First Party being intended to purchase the **2nd** Scheduled property accepted the offer of the Second Party and agreed to purchase the said **2nd** Schedule Property in the said Housing Complex named "**EMBEE DELIGHT**" for a valuable consideration of Rs. XX,XX,XXX/- (Rupees) only.

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AND WHEREAS the Second Party hereof being satisfied with the offer of the First Party allotted the 2nd Schedule premises to the First Party and an Agreement to sale was executed among the parties hereto in this behalf on **XXth XXX, 2019** for a valuable consideration of Rs. XX,XX,XXX/- (Rupees)
only.

AND WHEREAS the First Party after inspecting the documents of title of Second Party of the said land, site plan, sanctioned building plan, standard of workmanship in construction, quality of materials used etc. as well as the construction of the said building/Complex till date and after considering the price so offered by the Second Party as reasonable, has hereof made full and final payment to the Second Party for said property as more fully and particularly described in 2nd Schedule given hereunder with undivided common share or interest in the stairs, open space, common toilets, bore well, overhead tanks and other fittings and fixtures and other common parts services, services of the building/Complex free from all encumbrances, charges, liens, lispense, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the 2nd Schedule property for a valuable consideration of Rs. XX,XX,XXX/- (Rupees)
only.

AND WHEREAS the Second Party (being the owners) agreed to execute this Deed of Conveyance in respect of 2nd Schedule property in favour of the First Party for effectually conveying the right, title and interest in the 2nd Schedule property for a valuable consideration of Rs. XX,XX,XXX/- (Rupees)
only.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

I.THAT for valuable consideration of Rs. XX,XX,XXX/- (Rupees)
only , paid by the First Party to the Second Party, the receipt of which is acknowledged by the Second Party by execution of these presents and grants full discharge to the First Party from the payment thereof and the Second Party do hereby convey and transfer absolutely the 2nd Schedule property to the First Party who shall now **HAVE AND HOLD** the same absolutely and forever free from all encumbrances subject to the payment of proportionate rent etc. to the Government of West Bengal.

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2. DECLARATION BY THE PURCHASER/S : That Purchaser declares as follows:-

- a. Have fully satisfied himself/herself/themselves as to the title of the Owner and the right of the Developer/Landowner in respect of the said land.
- b. Have inspected the plan sanctioned by the authorities concerned in respect of the building complex and the said Unit being constructed by the Developer/Land Owner and agrees not to raise any objection with regard thereto.
- c. Have satisfied himself/herself/themselves about the project layout and the future sanctions to be obtained and the future constructions to be made by the Developer/Land Owner on the said land (if any).
- d. Have verified the location and site of the said Unit including the egress and ingress thereof and also the area and measurement of the Unit and agrees not to dispute the same.
- e. Have acknowledged that the right of the Purchaser/s shall remain restricted to the said Unit and common portions only.
- f. Have satisfied himself/herself/themselves as to the Carpet area/ build up area / plinth area and the super built up area in relation thereto to comprise in the said Unit and also the common parts/portions which would be common for all the residents /occupants of the various units comprised in the said building complex and has agreed not to challenge or dispute the same in any manner whatsoever or however.
- g. Have acknowledged that the Developer shall be entitled to change and/or alter and/or modify the said Plan including changes for use of any part or portion of the building complex being constructed erected and completed on the said land and the Purchaser/s shall have no objection thereto. The purchaser/s on signing this Deed of Conveyance has deemed to have given the NOC to the developer for the said modification.
- h. Have acknowledged that the developer shall be entitled to extend the project in contiguous land in future by modifying the said plan and the purchaser shall have no objection thereto.


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3. Measurement: THAT the measurement of the said 2nd scheduled property as mentioned in this Deed is the final measurement which has been certified by **Sri Kamal Kumar Periwal of Messieurs Maheswari & Associates of Kolkata (Architect)** and also verified and agreed by the Buyer, who hereby covenants the satisfaction of the measurement of the built up area.

4. Rights Confined to Said Flat And Appurtenances: The undertaking of the Buyer to the Developer that the right, title and interest of the Buyer is confined only to the Said Flat and Appurtenances and the Owner / Developer is entitled to deal with and dispose off all other portions of the Said Property which includes the other portions in the Said Building, Said Phase and the Said Complex to third parties at its sole discretion, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

5. Said Parking Space and Terms of Allotment: The mutual agreement by and between the Parties that the Said Parking Space (if any has been agreed to be taken by the Buyer) (1) shall be allotted to the Buyer only after completion of construction of the Said Complex and if the Developer in its sole discretion finds it feasible, the developer may simultaneously deliver the possession of the Said space along with the flat (2) There are four types of Parking the Developer is offering to the Buyer. They are Covered (Parking Below the Building), Semi-covered (Parking not under the Building but with in the Residential Complex Covered by Tin shed or equivalent), Open to Air (Parking not under the Building but within the Residential Complex without any kind of shed) and Multilevel / Mechanical Parking (Parking not under the Building but within the Residential Complex may be of different levels etc..) (3) if covered for car, may be in the ground floor or basement of any building in the Said Complex, if any, in the Said Complex as may be decided by the Developer in its sole discretion and if semi-covered, open to air or Multilevel/Mechanical parking for car, at any place in the ground level of the Said Property as may be decided by the Developer in its sole discretion.

It is clarified that (1) the right to park in the Said Parking Space is not being agreed to be transferred on the basis of any fixed area, location, convenience or measurement and all decisions of the Developer in this regard shall be final and binding on the Buyer and can only be used for parking of a four wheeler passenger vehicle [Passenger cars are motor vehicles with at least four wheels, used for the transport of passengers, and comprising not more than eight seats in addition to the driver's seat but does not include any kind of commercial vehicle.], as the case may be, of the Buyer and not for any other purposes and (2) The Buyer will have the right to only park the car in the said parking Space and it shall not be used for any other purpose what so ever

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6. No-Preemption: Under the doctrine of preemption, which is based on the Supremacy Clause, certain rights of buyer are created by such preemption, however to be a fair developer for every buyer, such rights of preemption are hereof abolished vide this clause for the purpose of this indenture and project and the purchaser has hereof understood and accepted to withdraw his/her/it's/their right of preemption.

7. Departmental Store, Medicine Shop, Salon & Cafeteria: The said Departmental Store, Medicine Shop, Salon & Cafeteria within the Said complex will be Sole property of the Developer, and does not form part of the common area and land share what so ever. The developer shall have exclusive rights over the said property and on the functioning and day to day running of the same and in doing so it may by itself or Sale or Transfer of the same and by letting out or by acquiring a franchise or some agency run the same. The buyer and the association shall only ask for proportionate share of maintenance charges only and in no case the buyer or the association can hinder the functioning of the store if the store is running under lawful act with proper license. The Operation of the said facilities are subjected to Franchising or subletting of the facilities to proper agencies by the Builder, and will only start after and onwards the developer, finding the appropriate company, individual, or Firm to run the same at the Sole Discretion of the Developer.

8. Status of Said Club: The Said Club (described in 3rd Schedule below) shall be and be deemed to be a constituent of the Common Portions and the Buyer shall have undivided, impartible, proportionate and variable share and/or interest in the Said Club, subject to the other provisions of this Agreement specifically with regard to the Said Club. Further the developer will have the exclusive right to issue membership to new members to the extent of maximum 250 Families from outside the said project "EMBEE DELIGHT". The new members as chosen by the Developer will be apart or add-on to the buyers who automatically becomes the member of the said club by virtue of them buying the said unit in the said project. The Developer have every right to charge one time entry/membership fees from the outside new members. Only yearly subscription collected from the outside members will go into the maintenance fund of the said club. The Developer will try to judge the Social stature of the new member so that he or she may not hamper the goodwill and reputation of the said Club. If any of the situations arises from the new members, the Association upon Formation or the management of the said club will have the right to take necessary action as per Rules and Regulation laid down by the Association or management of the said club. During the Maintenance period certain maintenance fee shall be charged for use of Community Hall and guest rooms from the Users for up keeping of the said facilities.

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9. Common Portions Subject to Change: The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the Said Property and the Buyer hereby accepts the same and the Buyer shall not, under any circumstances, raise any objection or hindrance thereto.

10. Allocation of the parking Area- The allocation of the parking area (if any) shall be done by the developer at its sole discretion.

11. Extent of Ownership: The ownership right of the Buyer is limited to the Said Flat, the Land Share, the Said Parking Space, if any and the Share In Common Portions of the Said Complex.

12. Extension/Addition: This clause shall stand as a self declaration and a No-Objection duly understood and given with full consent by the buyer that the Buyer has no objection and shall under no circumstances have any objection to the Developer on:

- (a) Demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads.
- (b) Extending, modifying and realigning the extent, area, layout and location of the Said Building/Said Phase/Said Complex including the Common Portions.
- (c) Modifying the Sanctioned Plans, as may be necessary in this regard.
- (d) Granting all forms of unfettered and perpetual proportionate right of ownership and use over the Common Portions.
- (e) Extension of floors in any blocks in the current land.
- (f) Extension of project if extra land is acquired. It is clearly understood by the Buyer that the Buyer and/or the association shall not have any right to erect any wall/boundary wall in the Said Property.

The Buyer further undertakes that in consideration of the Developer agreeing to sell the Said Flat And Appurtenances to the Buyer, the Buyer has accepted the above conditions and has granted and shall be deemed to have granted to the Developer and all successors-in-interest/title unfettered and perpetual easements over, under and above all Common Portions with right to connect the same to new roads and passages comprised in the other phases integrated/added to the Said Property.

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That for the better understanding of the recitals buyer the developer declares that in case of addition of new building blocks/Towers, no amenities of the existing project like underground reservoir, pump, gym, community hall, play area, parking spaces and other amenities shall become part of new project. Only roads, drains, sewerage, ingress and egress, civic water line, overhead and underground electrical grid line or any other essential services which requires access or amalgamation with existing project shall be the part of common integrated development. The amenities provided for the Blocks (Aura, Carol, Bliss, Euphoria, Frolic) shall not be shared with any other new Building blocks.

13. Key of Vacant Flats: The Buyer has to give a key to the facility manager if the buyer do not wish to stay in the said flat regarding any kind of emergencies Like Fire, Flood, Earthquake etc.

14. TENANCY RIGHT: THAT the Second Party do hereby covenants with the First Party that the tenancy rights under which 1st Schedule property is held by the Second Party under the superior landlord the State of West Bengal is good and effectual and the interest which the Second Party proposes to transfer subsists and the Second Party have full right and authority in 2nd Schedule property to transfer the undivided right in the land to the First Party in the manner as aforesaid and the First Party shall hereinafter peacefully and quietly possess and enjoy the 2nd Schedule property without any obstruction or hindrance whatsoever.

15. PAYMENT ACKNOWLEDGEMENT: THAT full consideration of Rs. XX,XX,XXX/- (Rupees) only has been made and the Second Party hereby acknowledge the receipt of the full and final payment of consideration amount. The Consideration amount shall include all the followings:

15.1 Electricity HT/LT supply & Water charges: obtaining HT/LT electricity supply from the supply agency, & Water charges including setting up of required transformer, Sub Station, supply trench to main panel, water Reservoir etc, with applicable Goods & Service Tax based on the super built-up area of Said Flat. However, this price does not include charges applicable for Individual Electricity Meter Security Deposit for his/her/their respective flat to the WBSEDCL as and when applicable and other charges as applicable specifically mentioned in other clause.

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15.2 Electricity Meter for Common Portions: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Portions, proportionately.

15.3 Generator Electricity Backup: Electricity Backup from Generator will be provided for Lifts, Common Areas/Amenities, Water Pump System, Fire Suppression System and very limited electricity point in flats specifically mentioned in other clause.

15.4 Betterment Fees: betterment or other levies as has been charged/imposed by any government authorities or statutory bodies on the Said Property or the Said Flat and Appurtenances or its transfer in terms hereof, proportionately.

15.5 Legal Fees: Fees of Advocates (**Legal Advisors**), who have drawn this Deed and all further documents (for registration). However, Stamp duty, registration fees and other miscellaneous expenses for registration and all other fees and charges, if any, has been borne by the Buyer in separate.

15.6 Maintenance Charges for 18 months maintenance period: Maintenance Charges shall be borne by the Second Party for 18 months from the Date of Possession i.e. 15th Day of August 2022 and thereafter all outgoings in this regards shall be payable by the buyer.

16. Common Expenses/Maintenance Charges and Rates & Taxes: Common expenses/maintenance charges described in the 5th Schedule below (**Common Expenses/Maintenance Charges**), proportionately from the Date of Possession. It is clarified that the Common Expenses/Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the components of the Common Portions & provisions.

16.1 The Developer will provide maintenance for 18 Month starting from the date of possession i.e., 15th August 2022.

16.2 There after the Said Complex shall be maintained through the Association (upon formation) for which event all payments shall be made by the Buyer to the Association (upon formation)

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16.3 The supervision and maintenance of the Said Complex shall be handed over by the Developer on end of its tenure of maintenance period to a body of flat owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 (**Association**), as soon as be deemed practicable by the Developers. However if there is delay in forming an association, in that case the flat owners shall jointly and collectively take initiative to collect funds in their respective ratios and execute the supervision of maintenance work after the maintenance period of developer is over.

16.4 Since formation of society/Association is a lengthy process as such detail of members, who wishes to be a part of the initial maintenance committee or Association is required by the Developer within 6 (Six) months from the date of possession i.e. 15th August 2022. The Developer reserves every right to nominate the member of the 1st Committee/Association/society and allocate the Portfolio to the competent members.

16.5 The Developer shall not pay any maintenance charge/common expenses for unsold flat in the possession of Developer after the expiry of Maintenance period of Developer.

17. Right to Sale/Otherwise: **THAT** the First Party shall have the right to sale, gift, mortgage or transfer otherwise the ownership of the **2nd Schedule** property or let out, lease out the **2nd Schedule** property to whomsoever, subject to the fact that no terms and condition of sale as per this deed is breached.

18. Date of Possession/Deemed Possession: The Buyer shall be liable to take physical possession of the flat on 15th Day of August 2022, after fulfilling all obligation including payment of all amount due to the Developer & completing all legal formalities for transfer of the Flat, failing which it shall be deemed that the buyer has taken possession of the flat on the said possession Date i.e. 15th Day of August 2022 as Deemed possession. **However**, in case the deeming provision comes into force, the Buyer confirms that the Buyer shall not claim to be in physical possession of the Said Flat and Appurtenances and the same shall be received by the Buyer only upon clearing all dues and performing all obligations.

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19. Electricity: The Buyer shall pay the applicable Individual Electricity Meter Security Deposit for his/her/their respective Flat to the WBSEDCL as and when applicable. Also any additional charges levied by the department for individual additional facility as required by the buyer shall be borne by the purchaser himself/herself/themselves. Obtaining the Individual electrical meter from the concerned department will be buyer responsibility. However the Developer shall provide guidance and necessary documents to obtain the same. The Developer may also provide a liaison for the said work, but the developer can't be held liable or responsible for any kind of work/commitments/ fraudulence or delay.

Further the developer clarifies that during or after the possession of the said flat is handed over to the Buyer, if there is any delay of HT/LT electricity connection by the concerned authority in this case WBSEDCL, for any reason beyond the control of the developer, then the Developer will provide to a certain extent, an alternative electric power (example by Backup generator) in the said Flat. The buyer agrees that during such scenario/event, where the buyer has to use the electrical power provided by the developer, then the buyer without any question or objection shall pay electrical charges to the developer, as per the electrical unit's consumption reading of the sub meter installed by the developer for the said flat and as per prevailing Domestic electricity rate of the adjoined areas as decided by the developer on monthly basis (before 7th of next Month).

Also the Developer understand and clarifies, that after the possession of the Said Flat is handed over to the buyer, the buyer may require some days to obtain the individual electric meter from the concern Department. In such case if the buyer requires and request, the Developer shall provide electricity from the Common meter (electricity of Common portion) to a certain extent. The buyer agrees that he/she/they shall pay electrical charges to the Developer as per the Electrical Units consumption reading of the Sub-meter installed by the Developer for the said flat on monthly basis (before 7th of every next month). Under no circumstances the temporary electricity connection to the buyer can be consider perpetual. It is only a temporary arrangement for short period of time with no obligatory binding on the Developer. Also the charges for electricity supply from the Sub-Meter shall be marginally higher in compare to the Domestic Supply rate of the adjourned area under this arrangement.

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20. Generator Electricity Backup: Electricity Backup from Generator will be provided for Lifts, Common Areas/Amenities, Water Pump System and Fire Suppression System. For Flats, Electricity will be provided to a certain extent which will be a single light and Fan for Every room in the Flat and television point. If the Flat owner uses the electricity provided from Generator elsewhere in the flat then the Generator power connection will get terminated from the Main electric meter room which can only be reset by the Maintenance electrician or other personnel employed in this regard by the promoter and/or by the flat owner association and/or person in charge of the maintenance. In future if the Developer or (after handover of Maintenance) the body (any form of Association) desires, it can raise bill for D.G. Charges to every individual flat/unit separately. D.G. Charge shall include diesel Charges & periodic Maintenance charges of the Generator & will be calculated either on the basis of Unit consumed during load-shedding by individual flat/unit or as per flat/unit area, as deemed suitable.

21. Taxes: Any other/additional tax or cess and imposition levied by the State Government, Central Government or any other authority or body on the Sellers, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Flat. The proportion shall be finalized by the developer on the basis of the size of flat and had to be paid by the Buyer.

22. Meaning of Completion: It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession to the Buyer and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation (Fit for Habitation: means the flat/block/tower has water, electric, drainage & Sewage connection, plus at least a single lift is functional in the said block and approach roads of the blocks / towers are fit for traffic) and use as per the Specifications, the decision of the Architect in this regard being final and binding. Work for other facilities (including Club House) amenities, Landscaping & other beautification of the said project will only commence after and only all the Masonry, painting and civil works related to the project is complete.

23. Complete Satisfaction on Possession: On the Date of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat, including the super built up area of the Said Flat. After taking the possession of the flat or deemed possession, the Developer will not entertain any types of objection

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24. Commencement of Outgoings: From the Date Of Possession, all outgoings in respect of the Said Flat And Appurtenances, including Common Expenses/ Maintenance Charges and Rates & Taxes shall become payable by the Buyer.

25. Common Portions: The Developer shall hand over management and upkeep of all Common Portions to the Association (**the First Committee of which shall be nominated by the Developer**) and for the formation of which the Buyer has deemed to grant a Specific Power of Attorney to the Developer. In case of Breakdown of any equipment or machinery installed in common portion or for common service the Buyer can't demand immediate action for repairing and fixing the same. The repairing and fixing of such Equipment or Machinery are subjected to Maintenance policy of the manufacturing company.

26. Common Portions Subject to Change: That although the Common Portions are described in the **3rd Schedule** below, the said descriptions are only indicative and not confirmative and affirmative and are not intended to bind the Developer in any manner. The Developer shall, in its absolute discretion, be entitled to modify or improvise upon the Common Portions and the Buyer hereby accepts the same. But the developer assures the buyer that the Said Amenities mentioned in the brochure will be delivered.

27. Buyer Aware of and Satisfied with Common Portions and Specifications: The Buyer is fully satisfied and has complete knowledge of the Common Portions, Specified Facilities, Specifications and all other ancillary matters. The Buyer has examined and is acquainted with the Said Complex and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Building and/or Said Phase of the Said Complex **save and except** the Said Flat And Appurtenances.

28. Buyer to Mutate and Pay Rates & Taxes: The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Building and/or the Said Phase and/or the Said Complex and wholly for the Said Flat And Appurtenances, from the Date Of Possession and until the Said Flat And Appurtenances is separately mutated and assessed in favour of the Buyer), on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Buyer in respect thereof **and** (2) have mutation completed at the earliest. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills of the Developer/the Facility Manager or the Association (upon formation)

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29. Buyer to Pay Common Expenses/Maintenance Charges: the Buyer shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Developer/the Facility Manager/the Association (upon formation) such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that (1) the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Developer/the Association. It is clarified that no Common Expenses/Maintenance Charges shall be payable by the Developer towards the unsold flats of the Said Complex. It shall be mandatory for all the Buyers to make payment of Maintenance Charges as conceived by the Developer/the Facility Manager/the Association (upon formation) prior to the start of Maintenance period/year in Post dated Cheques, irrespective of the Buyer is staying or not.

30. Developers' Charge/Lien: The Developer shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer **provided however** if the Said Flat And Appurtenances is purchased with assistance from a financial institution/bank, then such charge/lien of the Developer shall stand extinguished on the financial institution clearing all dues of the Developer.

31. No Obstruction by Buyer for Common Portion utilization for Further Construction: The Buyer also admits and accepts that the Developer and/or employees and/or agents and/or contractors and/or sub-contractors appointed by the Developer shall be entitled to use and utilize the Common Portions for movement/storage of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto. During Construction of Rear Block the Developer will try to use an exclusive excess for movement of goods and work force from within the project.

32. Variable Nature of Land Share and Share In Common Portions: The Buyer fully comprehends and accepts that

32.1 The Land Share, the Share In Common Portions and the share in the Said Club is a notional proportion that the Said Flat bears to the currently proposed area of the Said Building/Said Phase/Said Complex

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32.2 If the area of the Said Building/Said Phase/Said Complex/Said Club is recomputed by the Developer, then the Land Share, the Share In Common Portions and the share in the Said Club shall vary accordingly and proportionately and the Buyer shall not question any variation (including diminution) therein

32.3 The Buyer shall not demand any refund of the Total Price paid by the Buyer on the ground of or by reason of any variation of the Land Share, the Share In Common Portions and the share in the Said Club and

32.4 The Land Share, the Share In Common Portions and the share in the Said Club are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

33. Buyer to Participate in Formation of Association: The Buyer admits and accepts that the Buyer and other Intending Buyers of Flats in the Said Complex shall form the Association as per the prevailing law and the Buyer shall become a member thereof. The Developer in its capacity will call upon all flat buyers in the said project for formation of Association and framing of Rules and Regulation for the said Project and other ancillary matters, prior to 12 months before the end of Developers maintenance period.

34. Obligations of Buyer: The Buyer shall:

(a) **Co-operate in Management and Maintenance:** Co-operate in the management and maintenance of the Said Building, the Said Phase, the Said Complex by the Developer/the Facility Manager/the Association (upon formation).

(b) **Observing Rules:** Observe the rules framed from time to time by the Developer/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said Building, the Said Phase, the Said Complex.

(c) **Causing Mutation:** The Buyer shall cause mutation of the name of the Buyer in respect of the Said Flat and/or Land Share in the Said Property in the records of the concerned Statutory Authorities at the cost of the Buyer within 90 (ninety) days of the registration of the conveyance.

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(d) **Meter and Cabling:** The Buyer shall obtain his or her own Electrical meter from the concerned department for their respective flats and shall be obliged to draw electric lines/wires, television cables, broadband data cables, telephone cables and any other type of wired connections to the Said Flat only through the ducts and pipes provided there-for, ensuring that no inconvenience is caused to the Developer or to the other Flat Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Property, the Said Phase and outside walls of the Said Building **save** in the manner indicated by the Developer/the Association (upon formation).

(e) **Residential and lawful Use:** The Buyer shall use the Said Flat for residential and lawful purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **Alteration:**

a. **Allowed Alteration:** Structural changes inside the Flat is allowed to an extent, subjected to the written approval of Architect or Project Engineer.

b. **Disallowed Alterations:** No alteration, modification, Changes, shall be allowed by the Developer for any other request from the buyer, for example (1) elevation and exterior colour scheme of the Said Flat and the Said Building, (2) design and/or the colour scheme of the windows, grills and the Collapsible Gate of the Said Flat and (3) C.P & Sanitary Fittings of Bathroom and kitchen. (4) design and/or colour scheme of the balcony of the said flat (Note:- Common colour has been done by the developer in all Balconies keeping the exterior view of the said Building uniform) etc.

The Developer clarifies that the C.P fittings and sanitary fitting has been provided in the flats of reputed brands (Jaguar / Hindware / Or Equivalent) and so for such, no refunds will be allowed what so ever. Further the Developer clarifies that the Main door has been provided of best quality plain flush door on which if the customer wishes can design the door on his/her/their own expenditure . After all the aspect of Civil related works are completed in the said flat no changes will be allowed in the flat

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(g) **No Structural Alteration and Prohibited Installations:** Not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions or the Said Building. The Buyer should not make/alter/reinforced cement concrete (RCC) in the said flat hereby sold. The Buyer shall not install any dish-antenna on the balcony and/or windows of the Said Building and/or on any external part of the Said Building. The Buyer shall not install grills on the railings of the balcony by himself/herself/themselves (to maintain elevation/exterior colour) and/or outside the windows, in any form or manner. Grills may only be installed by the Buyer on the inner side of the doors and windows of the Said Flat. The Buyer may further install such type of air-conditioners (split only) and at such places, as be specified and prescribed by the Developer. If split air-conditioners are specified and prescribed to be installed, the Buyer shall install the out-door unit of the Drawing Room inside the Buyer's own balcony and out-door unit of the rooms on specified location of the outer wall as provided by the Developer for the same. The indoor unit will be installed in the specific point inside, indentified by the Developer in the flat because of the placing of overflow drain for discharge of AC water, pre installed by the Developer in the said flat. And in case the customer doesn't installs the indoor unit as per the placing designated by the Developer, in such case if any damage is identified in the said building by the Developer from discharge of A/c water, the Customer will be held liable for the damage and have to compensate the cost of repairing or remodeling of the damage part of the building without any question asked by the customer.

(h) **No Sub-Division:** Not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

(i) **No Changing Name:** Not change/alter/modify the names of the Said Building and the Said Complex from that mentioned in this indenture. Described in 2nd Schedule.

(j) **No Nuisance and Disturbance:** Not use the Said Flat or the Common Portions or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons. Furthermore, any kind of interiors, furnishing, renovation, alteration and/or otherwise being done by the buyer must be carried out between 8 am till 8 pm on any day, to minimum inconvenience to other co-occupant.

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(k) **No Storage:** Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

(l) **No Obstruction to Developer/Facility Manager/Association:** Not obstruct the Developer/the Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on other portions of the Said Building and/or the Said Complex/Said Property and selling or granting rights to any person on any part of the Said Building/the Said Complex/Said Property (excepting the Said Flat and the Said Parking Space, if any).

(m) **No Obstruction of Common Portions/Specified Facilities:** Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Said Parking Space, if any.

(n) **No Violating Rules:** Not violate any of the rules and/or regulations laid down by the Developer/the Facility Manager/the Association (upon formation) for the use of the Common Portions.

(o) **No Throwing Refuse:** Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions and the Specified Facilities **save** at the places indicated there-for.

(p) **No Injurious Activities:** Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Said Parking Space, if any and the Common Portions.

(q) **No Storing Hazardous Articles:** Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Said Parking Space, if any.

(r) **No Signage:** Not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions and the Specified Facilities or outside walls of the Said Flat/Said Building/Said Complex **except** at the place or places provided there for, **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.

(s) **No Floor Damage:** Not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment except usual home appliances.

(t) **No Installing Generator:** Not install or keep or run any generator in the Said Flat and the Said Parking Space, if any.

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(u) **No Use of Machinery:** Not install or operate any machinery or equipment except home appliances.

(v) **No Misuse of Water:** Not misuse or permit to be misused the water supply to the Said Flat.

(w) **No Damage to Common Portions:** Not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same to the Committee/Association (upon formation) or the Developer.

(x) **Not to release pets:** Not to release the pet animals living with the Buyer in the Said Flat in the Common Portions alone for any other purpose whatsoever.

(y) **Not to do or permit:** Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the unit or any part of the complex or caused increased premium to be payable in respect thereof if the complex is insured.

(z) **Not to let out or transfer:** Not to let out or transfer or part with the possession of the Parking space to any other person who is not the owner of any flat/residence/unit in the aforesaid complex/apartment. However, if the right of parking space is granted hereunder, independent of the said unit, then in such case only, the purchaser shall be entitled to let out or transfer or part with the possession of the parking space independent of the said Unit to any other co owners of the said complex and none else.

(aa) **Parking Regulations:** No vehicle belonging to the purchasers or member of the family or guest, tenant, or employee of the purchaser shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the complex by another vehicle.

(bb) These house rules may be added to, amended, or repealed at any time by the Developer / Holding organization/ Maintenance body.

35. Notification Regarding Letting/Transfer: After taking possession of the said flat, If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Facility Manager/the Association (upon formation) of the tenant's/buyers address and telephone number.

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36. No Objection to Construction: Notwithstanding anything contained in this Indenture, the Buyer has accepted the scheme to construct/develop the Said Complex and to construct on other portions of the Said Property as mentioned in the Agreement done earlier with the buyer. Hence the Buyer has no objection to the continuance of construction in the other portions of the Said Phase/the Said Property/the Said Complex, even after the Date Of Possession. The Buyer shall not raise any objection to any inconvenience that may be suffered by the Buyer due to and arising out of the said construction/developmental activity.

37. Roof Rights: A demarcated portion of the top roof of the Said Building shall remain common to all residents of the Said Building (**Common Roof**) and all common installations such as Water tank / lift machine room / Mumty Room / Dish Antenna's / Lightening arrestors / Earthing Strips / Ducts Covers / Main Water Lines etc. shall be situated in the Common Roof. Since it is a High-rise building the roof door will stay locked for safety and security reasons of the Buyer and their Families. The Developer also assures the Buyer that the roof will only be used for Maintenance activities only, and the Developer will not sell or sublet the said roof to anyone whatsoever.

38. Obligation Regarding Taxes: In the event of the Developer being made liable for payment of any tax, duty, levy or any other liability on account of buyer, under any statute or law for the time being in force or enforced in future, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies shall be paid by the Buyer at or before the Date of Possession.

39. Decision of Architect Final: If any work in the Said Flat and Appurtenances as specified in 4th Schedule below is claimed to be defective by the Buyer, the matter shall be referred to the Architect / Project Consultant / Project Engineer and the decision of the Architect / Project Consultant / Project Engineer shall be final and binding on the Parties. If directed by the Architect / Project Consultant / Project Engineer, the Developer shall at its own costs remove the defects. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clauses 18 above shall apply and all consequences mentioned therein shall follow.

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40. ASSOCIATION AND RULES

a. **Rules of Use:** The Said Flat and Appurtenances shall be held by the Buyer subject to such rules and regulations as may be made applicable by the Association (on formation) from time to time.

b. **Restrictions:** The Buyer agrees that the Buyer shall use the Said Flat and Appurtenances subject to all restrictions as may be imposed by the Association (on formation).

1st SCHEDULE (Said Property)

Land measuring **499 Decimal out of 522 (Five Hundred and Twenty Two) Decimal**, equivalent to **16 (Sixteen) Bighas**, more or less, comprised in L.R. Plot Nos.-1487, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516 and 1517, recorded under L.R. Khatian Nos.- 3881, Mouza- Baramohan Singh, J.L. No.-71 (LR), under Pargana- Patharghata, Police Station- Matigara, District- Darjeeling and balance 23 Decimal of the land used for the Construction of 33/11 KV indoor type Sub-Station.

Land Boundary:

- East: Asian Highway- II.
- West: Land of Plot No. - 1539, 1518, 1486.
- North: Land of Plot No. - 1539, 1559, 1561.
- South: Panchayet Road.

2nd SCHEDULE (DESCRIPTION OF PROPERTY HEREBY SOLD)

A residential flat premises having Tiles Flooring, being **FLAT NO. XX**, measuring **XXXX Sq.Ft. (.....) Sq.Ft.** (the measurement of which includes proportionate area of Staircase, Corridor, Passages, Etc and super-built up area) at **Xth FLOOR** of **BLOCK - XXXX** of the Complex named & designed as **"EMBEE DELIGHT"** together with One **Covered** parking Space (measuring more or less about **XXX SQ.FT.**) to be allotted & identified by the Second Party at Ground Floor of the complex (at any suitable location) with a proportionate right in the 1st Schedule land on which the apartment stands in common with the first party and/or other occupiers of the said Complex with right to use common area and facilities of the Complex in common with other occupants of the Complex.

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3rd SCHEDULE
Part I
(Block Common Parts)

Stair Case and Stair Cover
Lift and Lift Machine Room
Lift well
Overhead Reservoir
Water Connection
Common Roof
Common passage of the building and its entrance
Electrical Installation

PART-II
(Complex Common Parts, facilities & Amenities)

FACILITIES & AMENITIES :-

- 1) Outdoor Kid's Area
- 2) Elderly Sitting area.
- 3) Landscaped Garden
- 4) Common Toilets on the Ground Floor
- 5) Driveways and Pathways
- 6) Boundary Wall
- 7) Walking Cum Joggers Track
- 8) Basketball Court
- 9) Badminton Court
- 10) Cricket Nets
- 11) 4Nos Automatic Lifts for Bigger Blocks &
- 12) 2Nos Automatic lifts for smaller blocks
- 13) Deep Boring, Pump & Piping, Underground Reservoir
- 14) Drainage System, Sewerage Treatment Plant
- 15) Generator for common area lighting and pre-determined load to the flats/units
- 16) Electric transformer, L.T./H.T. Lines, Cables.
- 17) Intercom Facility
- 18) Adequate Fire Fitting arrangements.

CLUB HOUSE FACILITIES:-

- 1) 2 Community Halls
- 2) GYM / Steam Bath
- 3) Cafeteria
- 4) Yoga Room
- 5) Squash Court
- 6) Swimming pool with Kids Pool
- 7) Study / Library
- 8) Indoor Kids Play Area
- 9) Lounge Room
- 10) 8 Nos. Guest room
- 11) Indoor game room for Adults
- 12) Conference Room.

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PLACES RESERVED IN THE SAID COMPLEX:-

- 1) Departmental Store
- 2) Saloon/Parlour, Etc
- 3) Society Office

**4th SCHEDULE
(Specifications)**

Foundation	:	Earthquake resistant RCC framed structure.
Walls	:	Wall putty.
Floor finish of Room	:	Vitrified tiles.
Floor finish of Kitchen	:	Ceramic / Vitrified tiles.
Other finishes of Kitchen	:	Granite Countertop, Ceramic tiles dado upto 2 feet above the counter.
Finish of Toilet	:	Ceramic tiles (Flooring), Glazed tiles upto door height, Jaguar/Hindware/equivalent (Sanitary & CP fittings). Wall hanging western style porcelain Commode.
Door	:	Plain Flush doors of superior quality
Windows	:	Fully glazed aluminium sliding window with clear glass.
Electrical	:	Modular switches of reputed brand, Concealed wiring with ISI marked copper wire.
Generator Backup	:	24 hrs backup for flats to a certain extent & common areas.

5th SCHEDULE
(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery, elevator and equipment of the Said Building, the Said Phase and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association and the Apex Body.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions and the Specified Facilities.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions and the Specified Facilities [including the exterior or interior (but not inside any Flat) walls of the Said Building] and the road network, STP etc.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions and the Specified Facilities, including elevators, diesel generator set, STP, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the Specified Facilities and the road network.
7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Building, the Said Phase and the Said Complex save those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.
10. **Rates & Taxes:** Land Revenue, Gram Panchayet Tax/Municipal Tax, surcharge, levy, cess etc., if any.

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IN WITNESS WHEREOF THE AUTHORIZED SIGNATORY OF THE SECOND PARTY HERETO SETS SEALED AND SUBSCRIBED THEIR RESPECTIVE HAND AND SEALS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE WITHIN NAMED 'SECOND PARTY'.

WITNESSESS: -

1.

SMART VANIJYA PVT. LTD.

ATTORNEY

SECOND PARTY

2.

Smart Vanijya Pvt. Ltd.
Authorized Signatory

Drafted by me and printed at my office,

(REKHA UPADHYAY)
ADVOCATE / SILIGURI
Reg. No. F/1308/1291/2014