

**THIS INDENTURE** made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
**BETWEEN (1) MISTFLOWER ENCLAVE PRIVATE LIMITED, [PAN: AAHCM7870N]**, a company incorporated under the Companies Act, 1956, (CIN : U45400WB2012PTC175409) having its registered office 78, Bentinck Street, 2<sup>nd</sup> Floor, Room No.5B, Post Office–G.P.O., Police Station–Bowbazar, Kolkata–700 001, **(2) LANTANA VINIMAY PRIVATE LIMITED, [PAN: AACCL2101L]**, a company incorporated under the Companies Act, 1956, (CIN : U74999WB2012PTC174989) having its registered office at 545/1, G.T. Road (South), Shyam Market, 1<sup>st</sup> Floor, Shop No.30 & 31, Post Office & Police Station–Howrah, PIN– 711 101, **(3) SCILLA BARTER PRIVATE LIMITED, [PAN: AARCS2040Q]**, a company incorporated under the Companies Act, 1956, (CIN : U74999WB2012PTC174996) having its registered office at P–10, New Howrah Bridge Approach Road, Ground Floor, Shop No.3, Post Office–G.P.O., Police Station–Burrabazar, Kolkata–700 001, **(4) JAYDITYA NIRMAN PRIVATE LIMITED, [PAN: AACCCJ7626A]**, a company incorporated under the Companies Act, 1956, (CIN : U70100WB2012PTC171578) having its registered office at 27, Brabourne Road, Narayani Building, 1<sup>st</sup> Floor, Room No.102, Post Office–Radha Bazar, Police Station–Hare Street, Kolkata–700 001, **(5) MANGALVANI INFRATECH PRIVATE LIMITED, [PAN: AAHCM9294J]**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC181565) having its registered office at 14, Netaji Subhash Road, 1<sup>st</sup> Floor, Post Office–G.P.O., Police Station–Hare Street, Kolkata–700 001, **(6) VETALI DEVELOPERS PRIVATE LIMITED, [PAN: AAECV0442L]**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC181520) having its registered office at 14, Netaji Subhash Road, 1<sup>st</sup> Floor, Post Office–G.P.O., Police Station–Hare Street, Kolkata–700 001, **(7) JAYDITYA REALTY PRIVATE LIMITED, [PAN: AACCCJ7388P]**, a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC171599) having its registered office at 27, Brabourne Road, Narayani Building, 3<sup>rd</sup> Floor, Room No.301, Post Office–Radha Bazaar, Police Station–Hare Street, Kolkata–700 001, **(8) BARBRIK MERCANTILE PRIVATE LIMITED, [PAN: AAECB8644E]**, a company incorporated under the Companies Act, 1956, (CIN : U51909WB2012PTC171610) having its registered office at 27, Brabourne Road, Naryani Building, 3<sup>rd</sup> Floor, Room No.302, Post Office–Radha Bazar, Police Station–Hare Street, Kolkata–700 001, **(9) ZAFFRAIN BUILDCON PRIVATE LIMITED, [PAN: AAACZ5576F]**, a company incorporated under the Companies Act, 1956, (CIN : U45400WB2012PTC175396) having its registered office at P–12, New Howrah Bridge Approach Road, 1<sup>st</sup> Floor, Room No.111, Post Office–G.P.O., Police Station–Burrabazar Kolkata – 700 001, **(10) HYCINTH DEVELOPERS PRIVATE LIMITED, [PAN: AACCH8643M]**, a company incorporated under the Companies Act, 1956, (CIN : U45400WB2012PTC175391) having its registered office at 27, Brabourne Road, Narayani Building, 1<sup>st</sup> Floor, Room No.103, Post Office–Radha Bazaar, Police Station–Hare Street, Kolkata–700 001, **(11) DADIMATA PROMOTER PRIVATE LIMITED, [PAN: AECD2508B]**, a company incorporated under the Companies Act, 1956,(CIN : U70109WB2012PTC181405) having its registered office at 14, Netaji Subhash Road, 1<sup>st</sup> Floor, Post Office–G.P.O., Police Station–

Hare Street, Kolkata-700 001, **(12) ADISHAKTI INFRAPROJECTS PRIVATE LIMITED**, [PAN: **AAKCA5560C**], a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC181572) having its registered office at 14, Netaji Subhash Road, 1<sup>st</sup> Floor, Post Office–G.P.O., Police Station–Hare Street, Kolkata–700 001, **(13) LOCHAN COMPLEX PRIVATE LIMITED**, [PAN: **AACCL2579A**], a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC181577) having its registered office at 106, K.C. Singha Road, Ganges Garden, Block–GA 6, Phase–II, Flat 3<sup>rd</sup> C, Post Office & Police Station–Shibpur, Howrah–711 102, **(14) RUKMANI PROMOTER PRIVATE LIMITED**, [PAN: **AAFRCR8643G**], a company incorporated under the Companies Act, 1956, (CIN : U70109WB2012PTC181568) having its registered office at 14, Netaji Subhash Road, 1<sup>st</sup> Floor, Post Office – G.P.O., Police Station - Hare Street, Kolkata 700 001, and **(15) ENTICE PROJECTS OPC PRIVATE LIMITED**, [PAN: **AADCE7155L**], a company incorporated under the Companies Act, 1956, (CIN : U70102WB2014OPC202418) having its registered office at RGM-4, 8A, Kolupukur Road, 1<sup>st</sup> Floor, Flat No. 1G, Post Office & Police Station - Baguihati, Kolkata – 700 157, Nos.(1) to (15) are hereinafter jointly referred to as the **VENDORS** being represented by their Constituted Attorney **RIYA MANBHARI PROJECTS LLP**, [PAN : **AANFR9619R**], a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, (LLPIN : AAA-7222) having its registered office at Room No. 101, 1<sup>st</sup> Floor, 27, Brabourne Road, Post Office–Radha Bazaar, Police Station–Hare Street, Kolkata-700001,-represented by its Designated partner, \_\_\_\_\_, ( PAN \_\_\_\_\_ ) (Aadhar No. \_\_\_\_\_) (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include so far as the individuals are concerned their respective heirs, executors, administrators, legal representatives and assigns; so far as the companies are concerned their respective successor or successors in interest and assigns) of the **FIRST PART**;

**AND**

**RIYA MANBHARI PROJECTS LLP**, [PAN : **AANFR 9619 R**], a Limited Liability Partnership Firm, incorporated under the Limited Liability Partnership Act, 2008, (LLPIN : AAA-7222) having its registered office at Room No. 101, 1<sup>st</sup> Floor, 27, Brabourne Road, Post Office–Radha Bazaar, Police Station–Hare Street, Kolkata-700001,-represented by its authorized signatory \_\_\_\_\_, ( PAN \_\_\_\_\_ Aadhar No. \_\_\_\_\_ ) duly authorized by the partners of the LLP in terms of the authority letter, dated .../.../2018, hereinafter referred to as the **PROMOTER/DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other partner or partners who may be taken in or admitted for the benefit of the said partnership business, their respective heirs, executors, administrators and legal representatives) of the **SECOND PART**;

**AND**

\_\_\_\_\_, (PAN \_\_\_\_\_ Aadhar No. \_\_\_\_\_), son of \_\_\_\_\_, residing at \_\_\_\_\_, Police Station-\_\_\_\_\_, Post Office-\_\_\_\_\_, Kolkata-700 \_\_, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**:

*[If the Allottee is a company]*

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

[OR]

*[If the Allottee is a Partnership]*

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized partner (Aadhaar No. \_\_\_\_\_) duly authorized vide hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **THIRD PART**.

[OR]

*[If the Allottee is a HUF]*

Mr. \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_), son of \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business/residence at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

*[If the Purchaser is a company]*

(CIN No. [\_\_\_\_]) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at [\_\_\_\_] (PAN [\_\_\_\_]), represented by its authorized signatory, (Aadhaar No. [\_\_\_\_]) duly authorized vide board resolution dated [\_\_\_\_],

hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **THIRD PART**.

The Vendors, Promoter and Purchaser(s) shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

**WHEREAS:**

- A. The Owners are lawfully seised and possessed of the Second Phase Land more fully described in the **FIRST SCHEDULE** hereto, free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions, trusts of whatsoever nature which was purchased by the Owners from time to time as per the Particulars of Title of the Said Land, as more fully described in the **SECOND SCHEDULE** hereto.
- B. By an Agreement dated the 27<sup>th</sup> day of April, 2015 made between the Owners appearing as in Sl. Nos.1 to 15 hereinabove and 34 others therein jointly referred to as the Owners of the One Part and the Promoter/Developer herein therein referred to as the Developer of the Other Part and registered with the office of Additional District Sub-Registrar, Domjur and recorded in Book No.I, Volume No.0504-2015, Pages 2101 to 2159, Being No.050402259 for the year 2015 (the “**FIRST AGREEMENT**”), the said Owners therein had jointly appointed the Promoter/Developer to construct erect and commercially exploit All That the piece and parcel of land containing an area of 434 decimals of land (**Land I**) on a portion of the Said Complex Land on the terms and conditions mentioned therein.
- C. By a Power of Attorney dated the 27<sup>th</sup> day of April, 2015 and registered with the with the office of Additional District Sub-Registrar, Domjur and recorded in Book No.I, Volume No. 0504-2015, Pages 1721 to 1771, Being No. 050402160 for the year 2015, executed by the Owners appearing as in Sl. Nos.1 to 15 hereinabove and 34 Others therein jointly referred to as the Principals/Owners, appointed, nominated, constituted Riya Manbhari Projects LLP, as their true and lawful Attorney, in their names and on their behalf to do and perform all the acts, matters, deeds and/or things therein contained.
- D. By another Agreement dated the 5<sup>th</sup> day of October, 2016 made between one Snowdrop Enterprises Private Limited and 19 others therein jointly referred to as the Owners of the One Part and the Promoter/Developer herein therein referred to as the Developer of the Other Part and registered with the office of Additional District Sub-Registrar, Domjur and recorded in Book No. I, Volume No.0504-2016, Pages 91156 to 91219, Being No.050404090 for the year 2016, (the “**SECOND AGREEMENT**”) the said Owners therein had jointly appointed the Promoter/Developer to construct erect and commercially exploit All That

the piece and parcel of land containing an area of 111.33 decimal of land (**Land II**) on a portion of the Said Complex Land on the terms and conditions mentioned therein.

- E. By another Power of Attorney dated the 24<sup>th</sup> day of October, 2016 and registered with the with the office of Additional District Sub-Registrar, Domjur and recorded in Book No. I, Volume No. 0504-2016, Pages 92328 to 92386, Being No. 050404183 for the year , executed by the said Snowdrop Enterprises Private Limited and 19 others therein jointly referred to as the Principals/Owners, appointed, nominated, constituted Riya Manbhari Projects LLP as their true and lawful Attorney, in their names and on their behalf to do and perform all the acts, matters, deeds and/or things therein contained.
- F. By another Power of Attorney dated the 19<sup>th</sup> day of June, 2018 and registered with the with the office of Additional District Sub-Registrar, Domjur and recorded in Book No.I, Volume No. 0504-2016, Pages 88419 to 88617, Being No. 050403526 for the year 2018, executed by the Owners appearing as in Sl. Nos.1 to 15 hereinabove and 47 others therein jointly referred to as the Principals/Owners, appointed, nominated, constituted Riya Manbhari Projects LLP as their true and lawful Attorney, in their names and on their behalf to do and perform all the acts, matters, deeds and/or things therein contained.
- G. Out of the **Land I & II** measuring 545.33 Decimal, on a land area of 122.11 Decimals, be the same a little more or less (hereinafter referred as the '**said Land**') more fully and particularly described in the **First Schedule** hereunder, as per the Particulars of Title Deeds as more fully described in the **Second Schedule** hereto, the Developer has completed the construction of Second Phase consisting 3 (Three) Buildings/Blocks/Towers within the Complex known as "**RIYA MANBHARI GREENS**" comprising residential apartments and also other spaces and Common Areas, more fully described in **Part-I** of the **Fourth Schedule** hereunder written (the "**COMMON AREAS**" of the entire Complex).
- H. The Promoter caused a Plan No.124/032/HZP/EP dated 04.07.2017 sanctioned by the Howrah Zilla Parishad for construction of 6 (Six) blocks of residential units (the "**said Plan**") out of which Promoter/Developer have completed construction of 3 (Three) blocks of residential units on the said Land in the Second Phase.
- I. The Purchaser applied for allotment of an apartment in the said Second Phase vide Application No. \_\_\_\_\_ dated \_\_\_\_\_.
- J. By an Agreement dated the \_\_ day of \_\_\_\_\_, 20\_\_ made between the Vendors herein therein referred to as the Owners of the First Part, the Promoter herein therein referred to as the Promoter/Developer of the

Second Part and the Purchaser herein therein referred to as the Allottee of the Third Part, (hereinafter referred to as the **Agreement for Sale**) and registered with the office of the ..... Registrar and recorded in Book No....., Volume No.\_\_\_\_, Pages\_\_\_\_ to \_\_\_\_, Being No.\_\_\_\_ for the year \_\_\_\_\_, the Vendors herein had agreed to sell, the Promoter herein had agreed to construct and the Purchaser herein had agreed to purchase ALL THAT the **Apartment No.** \_\_\_\_\_ having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet (equivalent to \_\_\_\_\_ square feet of built-up area), more or less, on the \_\_\_\_\_ floor in the Building/Block No.\_\_\_\_ (the "**BUILDING**") within Phase II of the said Complex named "**RIYA MANBHARI GREENS**" along with \_\_\_\_\_ Nos. of covered independent/covered dependent parking/open independent/ open dependent parking car parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, also along with balcony/Verandah admeasuring approximately \_\_\_\_\_ square feet and along with Open Terrace having carpet area of \_\_\_\_\_ square feet, within the said '**RIYA MANBHARI GREENS - PHASE II**' project more fully described in the **Third SCHEDULE** hereunder written Together With pro rata share in the Common Areas of the Project more fully mentioned in the **PART-I** of the **FOURTH SCHEDULE** hereunder written and collectively the said "**APARTMENT**") at or for the Total Consideration of the Apartment and on the terms and conditions therein mentioned.

- K. Post commencement of the West Bengal Housing Industry Regulatory Act, 2017 the Promoter has obtained registration of the Second Phase under the relevant Section and Rule thereof vide Registration No..... ... on .....
- L. In pursuance of the said Plan(s) the Promoter has at its own costs and expenses duly constructed, erected and completed construction of the said **RIYA MANBHARI GREENS-PHASE-II** comprising several independent residential Apartments and covered/open car parking spaces thereat.
- M. Pursuant to the above, the Promoter has issued a Possession Notice dated \_\_\_\_\_ to the Purchaser, and the Purchaser being in compliance with the provisions of the Agreement for Sale and paying all amounts due with respect to the said Apartment in accordance with the terms thereof, the Vendor and the Promoter have now agreed to execute this Deed in favour of the Purchaser subject to the terms and conditions as set forth herein.
- N. The Purchaser has also inspected, investigated and satisfied himself/herself/themselves as follows:-
- a) the title of the Vendors to the Said Land;

- b) the right of the Vendors and the Promoter to sell/transfer the said Apartment;
- c) the said Plan(s);
- d) all the documents as recited in the Second Schedule hereunder written;
- e) the carpet area of the said Apartment and the pro rata share in the Common Areas;
- f) the area, type and location of the car parking space, if any;
- g) the open terrace, if any;
- h) the Common Facilities and Amenities of the Apartment and the said Project.
- i) the construction of the said Apartment has been made as per the agreed specifications, fittings and fixtures.

**NOW THIS INDENTURE WITNESSETH** as follows:

**I. DEFINITION:**

1.1 Unless in this Indenture there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

1.1.1 **ACT** - shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) as amended and/or substituted.

1.1.2 **RULES** - shall mean the West Bengal Housing Industry Regulation Rules, 2018 and/or any amendment thereto made under the West Bengal Housing Industry Regulation Act, 2017.

1.1.3 **REGULATIONS** - shall mean the Regulations made under the West Bengal Housing Industry Regulation Act, 2017.

1.1.4 **SECTION** – shall mean a section of the Act.

1.2 All other words as defined in the **Seventh Schedule** here under or in the Agreement for Sale shall have the meaning as ascribed to them.

**II. INTERPRETATION:**

- 2.1.1 Reference to a person includes a reference to a corporation, firm, association or other entity and vice versa;
- 2.1.2 Words in singular shall include the plural and vice versa;
- 2.1.3 Reference to a gender includes a reference to all other genders;
- 2.1.4 A reference to any legislation, enactment, statutory provision or to any provision of any legislation shall be a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 2.1.5 Any reference to an Article, Recital, Clause, Annexure or Schedule shall be deemed to be a reference to an article, recital, clause, annexure or schedule of this Deed;
- 2.1.6 The headings used herein are inserted only as a matter of convenience and for ease of reference and shall not affect the construction or interpretation of this Deed;
- 2.1.7 Words and expressions not defined herein but defined in the Act, shall have their meanings ascribed in the Act.
- 2.1.8 In the event of any inconsistency between what has been stated in the Allotment Letter and/or Agreement for Sale and the clauses of this Deed, then in respect to such inconsistency and/or contradiction, the provisions of this Deed shall prevail.

**III.** In pursuance of the said agreement and in consideration of the aforesaid sum of **Rs...../- (Rupees ..... only)** of the lawful money of the Union of India well and truly paid by the Purchaser(s) to the Promoter and the Vendors (through the Promoter) (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof forever acquit, release and discharge the Purchaser(s) and the said Apartment and properties appurtenant thereto) the Vendors doth hereby grant, transfer, convey, assign and assure and the Promoter doth hereby confirm and assure unto and in favour of the Purchaser(s) **All That the Apartment No.\_\_\_\_** containing a carpet area of \_\_\_\_\_ **Sq.ft.**, (equivalent to a built up area of \_\_\_\_\_ **Sq.ft.**) be the same a little more or less **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of \_\_\_\_\_Sq.ft., OR the verandah or balcony adjoining the said Apartment containing an area of \_\_\_\_\_Sq.ft., on the \_\_\_ **Floor** of the Building and prorata common areas of \_\_\_\_\_ Sq.ft., of the Project known as **RIYA MANBHARI GREENS** more fully and particularly described in the **Part-I** of the **Third Schedule** hereinbelow written Together With a Covered Car parking Space being No.\_\_\_\_ on the ground floor of the Building OR Together With Right to park in Open/stacked Car Parking



Space being No.\_\_\_\_ more fully and particularly described in the **Part-I** of the **Third Schedule** hereinbelow written together with right to enjoy the Common areas and the Common Facilities and Amenities more fully and particularly mentioned and described in the **Fourth Schedule** hereinbelow written to be used in common with the other purchasers (hereinafter collectively referred to as the **SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**), absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever **AND TOGETHER WITH** the right to use the common areas, amenities and facilities in common with the other Purchasers and the other lawful occupants of the said Project **AND TOGETHER WITH** all easements or quasi-easements rights more fully described in the **Eighth Schedule** here under written and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the Rights And Properties Appurtenant thereto **TO HAVE AND TO HOLD** the said Apartment and the Rights and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser(s).

**IV.AND THE VENDORS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER(S)** as follows:-

- a) Notwithstanding any act deed matter or thing whatsoever by the Vendors/ Promoter done or executed or knowingly suffered to the contrary the Vendors/ Promoter are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to Said Apartment And The Rights And Properties Appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendors/ Promoter now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Apartment And The Rights And Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser(s) in the manner as aforesaid.
- c) The said Apartment And The Rights And Properties Appurtenant thereto hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendors/Promoter or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendors/Promoter.
- d) The Purchaser(s) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Apartment And The Rights And Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the

Vendors/Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) The Purchaser(s) shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

f) **AND FURTHER THAT** the Vendors/Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Apartment And the Rights And Properties Appurtenant thereto or any part thereof through under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser(s) makes do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Apartment And The rights And Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser(s) in the manner as aforesaid as shall or may be reasonably required.

g) The Vendors have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Apartment And the Rights And Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.

h) The Vendors/Promoter do hereby further covenant with the Purchaser(s) that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser(s) shall produce or cause to be produced to the Purchaser(s) or to their attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and also shall at the like request and costs of the Purchaser(s) deliver to the Purchaser(s) such attested or other true copies or extracts there from as the Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the same un-obliterated and un-cancelled.

**V. AND THE PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED DO AND EACH OF THEM DOTHT HEREBY COVENANT WITH THE VENDORS AND THE PROMOTER** as follows:-

a. to co-operate with the Promoter and/or the facility management agency appointed by the Promoter or the Association of Purchasers in the

management and maintenance of the Second Phase and said Project and other Common Purposes and formation of the Association of the Project.

b. to strictly follow and adhere, to the rules and regulations including, but not limited to, the rules, regulations and restrictions more fully described in the **Sixth Schedule** here under written and/or the terms and conditions as may be decided by the Promoter or Association of the Purchasers with regard to the usage and timings fixed, in respect of the common areas, common facilities and amenities provided in the Project and to pay for maintenance of such areas, facilities, amenities and electricity charges, as may be fixed or determined by the Association of Purchaser(s) from time to time.

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

a) From the date next to the date of making over possession of the said Apartment to the Purchaser, the Purchaser shall bear, pay and discharge exclusively the following expenses and outgoings to the Promoter/Managing Agency/Association of the Purchasers, as the case may be:-

I) Panchayat rates and taxes and water tax, if any, assessed on or in respect of the Apartment directly to concerned Panchayet Provided That so long as the Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser(s) shall pay to the Promoter/Managing Agency/Association of the Purchasers proportionate share of all such rates and taxes assessed on the Building.

II) All other taxes including Goods and Service Tax if payable by the Promoter/Managing Agency/Association of the Purchasers, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the Apartment or the Project as a whole and whether demanded from or payable by the Purchaser or the Association, the same shall be paid by the Purchaser wholly in case the same relates to the Apartment and proportionately in case the same relates to the Project as a whole.

III) Electricity charges for electricity consumed in or relating to the Apartment to the Promoter/Managing Agencies/Association of the Purchasers based on the reading shown in the sub-meter provided for the Apartment at the rate at which the Promoter/Managing Agency/Association of the Purchasers shall be liable to pay the same to WBSEDCL.

IV) The recurring charges towards running and operation of the Generator to be calculated in the manner following:-

i) Fuel charges on the basis of the KWH meter and the applicable fuel rates;

ii) Annual Maintenance Contract and monthly running and maintenance charges on the basis of the monthly rates.

iii) Proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Association on account of major repairs, replacement etc., of such generator.

iv) Government duty at applicable rates on alternate generation of power.

V) The proportionate share of all Common Expenses (including those mentioned in the **Fifth Schedule** hereunder written) payable to the Promoter/Managing Agencies/Association of the Purchasers from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Promoter/Managing Agencies/Association of the Purchasers the maintenance charges calculated on actual basis. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter/Managing Agencies/Association of the Purchasers at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Purchaser.

VI) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEDCL from its consumers for the delay in payment of its bills).

e) The Purchaser shall observe the covenants as be deemed reasonable by the Promoter/Managing Agencies/Association of the Purchasers from time to time for the common purposes.

f) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Purchaser shall be deemed to be the act, default or omission of the Purchaser.

g) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Promoter/Managing Agencies/Association of the Purchasers and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.

h) Save the said Apartment the Purchaser shall have no claim nor shall claim any right whatsoever or howsoever over and in respect of other Apartments.

i) The undivided share in the land below and underneath the said building/block hereby sold and transferred and attributable to the said Apartment shall always remain indivisible and impartible.

j) The Purchaser shall keep the Vendor/Promoter indemnified of from and against all actions, proceedings, damage, claims, demands, costs, charges, expenses and proceedings made against or suffered by the Vendor/Promoter and/or the Association (upon formation) relating to the said Second Phase/Project or any part thereof or to any person due to any negligence or any act, deed, thing or omission made, done or occasioned by the Purchaser or the servants/agents/licensees/invitees/visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

k) The Purchaser agrees that these terms and conditions for sale and transfer of the said Apartment as contained herein, are made in view of the existing laws, rules and regulations governing such sale and transfer.

#### **VII. DEFECT LIABILITY:**

a) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of 5 (Five) years by the Purchaser from the date of obtaining Completion Certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (Thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under applicable laws for the time being in force.

b) However, it is clarified that the Defect Liability of the Promoter under the applicable statute for the time being in force shall not cover defects, damage or malfunction resulting from the following events:

(i) where the manufacturer warranty as shown by the Promoter to the Purchaser ends before the Defect Liability period and such warranties are covered under the maintenance of the said Apartment and if the annual maintenance contracts are not done/renewed by the Purchaser;

(ii) regular wear and tear of the Apartment excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20\* C and which do not amount to structural defects and bad workmanship or structural defect;

(iii) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser

taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;

(iv) If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;

(v) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;

(vi) If the Purchaser after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;

(vii) Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any such cracks are normal in high rise buildings and needs to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.

(viii) If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Purchaser or his/her agents in the manner in which same is required to be maintained.

(ix) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.

(x) If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

c) It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser it shall be necessary to mutually appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then

submit a report to state the defects in material used in the structure built by the Apartment and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Deed.

d) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause VII hereinabove.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(SAID SECOND PHASE LAND)**

**ALL THAT** the piece and parcel of land measuring an area of 122.11 Decimals, be the same a little more or less, situate lying at Mouza Domjur under Police Station-Domjur, within the ambit of Domjur Gram Panchayet and Makardaha No.1 Gram Panchayet, respectively, District-Howrah, situate lying at and comprised in :-

<b>DAG NOS.</b>		<b>KHATIAN NOS.</b>		<b>J.L. NO.</b>	<b>MOUZA</b>	<b>AREA (DECIMAL)</b>
<b>R.S.</b>	<b>L.R.</b>	<b>R.S.</b>	<b>L.R.</b>			
5845	7346	20	8547	33	Domjur	0.99
5845	7346	20	9302	33	Domjur	3
5848(P)	7349	1155	8695	33	Domjur	2
5848(P)	7349	1155	8696	33	Domjur	10
5848(P)	7349	1155	8711	33	Domjur	10
5848(P)	7349	1155	8694	33	Domjur	10
5848(P)	7349	1155	8712	33	Domjur	10
5848(P)	7349	1155	8551	33	Domjur	10
5848(P)	7349	1155	8550	33	Domjur	10
5848(P)	7349	1155	8554	33	Domjur	5.24
5849	7350	2450	8553	33	Domjur	10
5849	7350	2450	8552	33	Domjur	10
5849	7350	2450	8342	33	Domjur	3
5849	7350	2450	8713	33	Domjur	6.88
5850	7351	2452	8341	33	Domjur	10
5850	7351	2452	8342	33	Domjur	7
5851	7352	2452	8695	33	Domjur	4
					<b>Total:</b>	<b>122.11</b>

and collectively delineated and demarcated on the PLAN annexed hereto and bordered in RED colour thereon and butted and bounded as follows :

**On the North** : Dag No. 5853  
**On the East** : Dag No. 5854  
**On the South** : Dag No. 5850(P),5849(P),8548(P),5845(P)  
**On the West** : Canal

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(PARTICULARS OF THE TITLE DEEDS OF THE SAID SECOND PHASE**  
**LAND)**

Sl Nos.	Deed Nos.	Deed Date	Owners Name	Dag Nos.		Khatian Nos.	Area (Dec)
				R.S.	L.R.	L.R.	
<b><u>MOUZA DOMJUR, J.L. NO. 33</u></b>							
1	04644	30-05-2012	Rukmani Promoters Pvt. Ltd.	5845	7346	8547	0.99
2	8997	25-09-2014	Entice Projects OTC Pvt. Ltd.	5845	7346	9302	3
3	03862	03-05-2012	Mistflower Enclave Pvt. Ltd.	5848	7349	8695	2
4	03864	03-05-2012	Jayditya Realty Pvt. Ltd.	5848	7349	8696	10
5	03864	03-05-2012	Barbrik Mercantile Pvt. Ltd.	5848	7349	8711	10
6	03865	03-05-2012	Zaffrain Buildcon Pvt. Ltd.	5848	7349	8694	10
7	03865	03-05-2012	Hycinth Developers Pvt. Ltd.	5848	7349	8712	10
8	04646	30-05-2012	Dadimata Promoters Pvt. Ltd.	5848	7349	8551	10
9	04646	30-05-2012	Adishakti Infraprojects Pvt. Ltd.	5848	7349	8550	10
10	04632	30-05-2012	Lochan Complex Pvt. Ltd.	5848	7349	8554	5.24
11	04647	30-05-2012	Mangalvani Infratech Pvt. Ltd.	5849	7350	8553	10
12	04647	30-05-2012	Vetali Developers Pvt. Ltd.	5849	7350	8552	10
13	02831	30-03-2012	Scilla Barter Pvt. Ltd.	5849	7350	8342	3
14	03863	03-05-2012	Jayditya Nirman Pvt. Ltd.	5849	7350	8713	6.88
15	02831	30-03-2012	Lantana Vinimay Pvt. Ltd.	5850	7351	8341	10
16	02831	30-03-2012	Scilla Barter Pvt. Ltd.	5850	7351	8342	7
17	03862	03-05-2012	Mistflower Enclave Pvt. Ltd.	5851	7352	8695	4
<b>Total Land Area</b>							<b>122.11</b>

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Said Apartment)**

**ALL THAT** the **Apartment No.** \_\_\_\_ containing a carpet area of \_\_\_\_ **Sq.ft.**, (equivalent to a built up area of \_\_\_\_ **Sq.ft.**) be the same a little more or less



**WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of \_\_\_\_\_Sq.ft., OR the verandah or balcony adjoining the said Apartment containing an area of \_\_\_\_\_Sq.ft., on the \_\_\_ **Floor** of the Building and prorata common areas of \_\_\_\_\_ Sq.ft., of the Project known as **RIYA MANBHARI GREENS-PHASE-II.**

### **PARKING SPACE**

\_\_\_\_\_covered independent/covered dependent parking / open independent/open dependent parking /two wheeler independant /dependent parking admeasuring approximately \_\_\_\_\_ Sq.ft.

### **THE FOURTH SCHEDULE ABOVE REFERRED TO** **(Common Areas and installation of each Block of Second Phase)**

- Lobby at the ground floor level of the Said Block
- Ground Floor Lobby under CCTV of the said block.
- Lift machine room(s) and lift well(s) of the Said Block
- Water supply pipeline in the Said Block
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block
- Provision of Intercom Network facility in the Said Block
- Provision of Broadband connection in the Said Block, if any
- Lobbies on all floors and staircase(s) of the Said Block
- Provision for Network of Cable TV/DTH in the Said Block, if any
- Lift of Reputed Make in the Said Block
- Stairs and Floor Lobbies in the Said Block
- Over head water reservoirs/tanks of the Said Block
- Drainage and sewage pipeline in the Said Block
- Common Roof of the Said Block

### **(Common Areas and installation of the Entire Project Complex)**

• Outdoor Play Area/Badminton Court	• Common Toilet for Staff
• Doctor's and Visitor's Car Parking	• Green garden and lawn common to all phases of the entire Complex.

<ul style="list-style-type: none"> <li>• Gym</li> <li>• Swimming Pool</li> </ul>	<ul style="list-style-type: none"> <li>• OWC (Organic Waste Compositor)</li> </ul>
<ul style="list-style-type: none"> <li>• Fire Fighting System</li> </ul>	<ul style="list-style-type: none"> <li>• Separate Children's Play Area</li> </ul>
<ul style="list-style-type: none"> <li>• Rain Water Harvesting</li> </ul>	<ul style="list-style-type: none"> <li>• Security Service</li> </ul>
<ul style="list-style-type: none"> <li>• Space for Senior Citizen</li> <li>• Sport arenas, kids play spaces</li> </ul>	<ul style="list-style-type: none"> <li>• Generator Backup</li> </ul>
<ul style="list-style-type: none"> <li>• Club House</li> </ul>	<ul style="list-style-type: none"> <li>• Community Hall</li> </ul>
<ul style="list-style-type: none"> <li>• Water Treatment Plant</li> <li>• Sewage Treatment Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Electricity meter(s) for common installations and space for their installation</li> </ul>
<ul style="list-style-type: none"> <li>• Common Area Surveillance with CCTV</li> </ul>	<ul style="list-style-type: none"> <li>• Illumination for Compound and Street Lightning</li> </ul>
<ul style="list-style-type: none"> <li>• All infrastructure facilities/works including Water supply bore wells Sewerage, drainage, water supply and accessories thereto.</li> </ul>	<ul style="list-style-type: none"> <li>• All electrical installations/works including fixtures, street/ campus lights, and accessories thereto.</li> </ul>
<ul style="list-style-type: none"> <li>• Common Roads connecting each Phase including the First Phase Project.</li> </ul>	<ul style="list-style-type: none"> <li>• All sewerage and drainage outfall connections with the Panchyat Drain</li> </ul>
<ul style="list-style-type: none"> <li>• Entrance gate, gate goomty, signage etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Signage for the overall Complex.</li> </ul>
	<ul style="list-style-type: none"> <li>• 24 hours Security Service.</li> </ul>

**THE FIFTH SCHEDULE ABOVE REFERED TO**  
**(COMMON EXPENSES)**

1. **ASSOCIATION**: Establishment and all other expenses of the Association on formation and also similar expenses of the Promoter or any agency looking after the common purposes, until handing over the same to the Association.
2. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
3. **INSURANCE** : Insurance premium for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

4. **MAINTENANCE**: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Buildings and enjoyed or used by the purchasers in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the Buildings and enjoyed by the purchasers or used by him in common as aforesaid and the boundary walls, compounds etc., of the Buildings. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Buildings so enjoyed or used by the purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
5. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.
6. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.
7. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
8. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
9. **TAXES**: Municipal/Panchayat and other rates, taxes and levies and all other outgoings, if any, in respect of the Said Land (save those assessed separately in respect of any Apartment).

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**  
**(RULES, REGULATIONS & RESTRICTIONS)**

**PART-I**  
**(COMMON AREAS MAINTENANCE & HOUSE RULES)**

- a. to use all path, passages and staircases for the purpose of ingress and egress and for no other purpose whatsoever unless permitted by the Association of Purchasers, upon formation, in writing.
- b. to use the Common Areas only to the extent required for ingress to and egress from the Apartment of men and materials and passage of utilities and facilities.

- c. to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the said Project.
- d. not to keep in the parking place anything other than private motor car and shall not raise or put up any kutcha or pucca structure grilled wall or enclosure thereon or part thereof and shall keep it always open as before. Not to make dwelling or staying of any person in the said car parking space or blocking by putting any articles.
- e. not to use any part of the said Project or other Common Areas, Facilities and Amenities for bathing or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other purchasers.
- f. no purchaser shall make or permit any disturbing noises in the said Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other co-transferees. No Occupier shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television or loud speaker or music system in such Apartment if the same shall cause disturbance or annoyance to the other occupants of the Building. No purchaser shall give vocal or instrumental instruction at any time in order to reduce sound emanating from any Apartment.
- g. not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other Common Areas or in any other portion of the said Project nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other co-transferee to do so.
- h. not to use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and

shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- i. to ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- j. to use drills only (and not manual hammers) to drive nails into the walls of the Apartment. However no drills can be used in the kitchen or the toilet without the supervision of the representative of the Promoter/Association.
- k. to use or allow the said Apartment or any part thereof to be used, directly or indirectly, for any unlawful/immoral purpose and/or for/as any club, political meeting, conference, meeting place, hall, business centre, guest house, nursing home, hospital, dispensary, clinic, boarding house, eating or catering place, restaurant, amusement or entertainment centre or other such purpose, or for/as any business/professional chamber or office or place of worship and/or for any religious activities and/or manufacturing/industrial activities and/or for any commercial purposes/activities, and further shall not convert/apply for conversion of the nature/user thereof including but not limited to for any direct or indirect commercial, semi-commercial use etc., and shall used the Said Apartment only for residential purpose;
- l. to ensure that all interior work of furniture, fixtures and furbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other co- purchasers.
- m. to comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited to, those under the Municipal/Panchayat Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the Apartment for selling of or dealing with the products or rendition of the services from the Apartment. As and when called upon to do so, the Purchaser shall produce before the Promoter/Association of the Purchasers, all such permissions and licenses and if the Promoter/Association of the Purchasers is not satisfied and require of the Purchaser to obtain such other or further permissions or licenses from such authorities, the Purchaser(s) shall forthwith cause to obtain such permissions or licenses.
- n. to fix or install air conditioners only at the designated place within the Apartment and not elsewhere.

- o. to operate the cooling or ventilation equipment in the Apartment in accordance with the regulation made by the Promoter and/or the facility management agency appointed by the Association of the Purchasers from time to time.
- p. to insure and keep insured the Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Promoter/Association of the Purchasers on demand the policy of such insurance and the receipts for the premiums so paid, which insurance shall include a Cross-Indemnity Clause and if the Purchaser at any time fail to keep the Apartment insured as aforesaid, Promoter and/or the facility management agency appointed by the Promoter/Association of the Purchasers may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by Purchaser to Promoter and/or the facility management agency appointed by the Promoter/Association of the Purchasers. The Promoter/Association of the Purchasers and/or the respective owners in rest of the Building shall insure their respective area as such policy shall include similar cross indemnity clause covering the Purchaser for similar risks from the third party liabilities arising from the other parts of the Building.
- q. to maintain at their own costs, the Apartment in the same good condition state and order clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made there under) of the Government, Kamarhati Municipality, WBSEDCL, and/or any statutory authority and/or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of the lifts, Generator, water, electricity, drainage, sewerage and other installations and amenities including the Promoter's logo at the Building/ the said Project and to make such additions and alterations in or about or relating to the Apartment and/or the Building as be required to be carried out by them or any of them, independently or in common with the other co-transferees as the case may be without holding the Vendor/Promoter in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendor/Promoter saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that

they or any of them may suffer or incur due to any non-compliance, non performance, default or negligence on the part of the Purchaser.

- r. to apply for and obtain at their own costs separate assessment and mutation of the Apartment in the records of local Gram Panchayat and the Vendor/Promoter shall give their consent for the same.
- s. to keep all the pipes, drains, basins, sinks and water closets, if any, in the said Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.
- t. to collect and/or to remove all refuse or rubbish whatsoever from the said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places by the Promoter/Maintenance Agency/Association of the Purchasers, the Ministry of Environment and/or any competent authority or organization.
- u. to keep the Apartment and partition walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the Tower in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Apartments/parts of the Building and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment. In particular and without prejudice to the generality to the foregoing, the Purchaser doth hereby covenants that the Purchaser shall not make any form of alteration in the beams and columns passing through the Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- v. not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- w. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Said Project unless accompanied.
- x. not to alter the outer elevation of the tower or any part thereof nor decorate the exterior of the Building otherwise than in the manner agreed by the Promoter/Maintenance Agency/Association of the Purchasers in writing or in the manner as near as may be in which it was previously decorated and to maintain at all times the Promoter's logo at the main entrance and on the roof of the Building.

- y. not to commit or permit to be committed any alteration or changes in the main structures, beams, pillars, pipes, conduits, cables and other fixtures and fittings serving in the Building.
- z. not to let out transfer or part with the possession of the Car Parking Space, if the right of parking of car is granted hereunder, independent of the Apartment nor vice versa, with the only exception being that the Purchaser shall be entitled to let out transfer or part with possession of the parking space independent of the Apartment to any other co-transferee of the Project and none else.
- aa. not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act deed or activity in or through the Apartment.
- bb. not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Apartment or any part of the Building any placard, poster, notice, advertisement, name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any attachment or fitting in any way outside the said Apartment save and except such as shall have been previously approved in writing by the Promoter /Association of the Purchasers.
- cc. not to change or in any way, vary the frontage or the entrance door of the Apartment approved by the Promoter for access to the Apartment or in any way to cut or alter the entrance door without first having obtained the written consent of the Promoter, which shall not to be unreasonably withheld.
- dd. not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the Apartment any weight greater than its load bearing capacity or as the Promoter/Maintenance Agency/ Association of the Purchasers may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be unduly noisy or cause dangerous vibration or be a nuisance to the other occupants of the Building.
- ee. not do or permit or suffer to be done anything whereby the policy or policies of insurance on the Tower against loss or damage by fire or policies of insurance on the Building against loss or damage by fire or other risks may be rendered void or violable or whereby the rate of premium thereon may be increased and to make good all damage suffered by the Promoter/Association of the Purchasers and to repay to the Promoter/Association of the Purchasers on demand all sums paid way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach



or non-observance of this covenant without prejudice to any other rights of the Promoter/Association of the Purchasers.

- ff. not to place or take into the lifts without the prior approval of the Promoter/Association of the Purchasers any baggage, furniture, heavy articles or other goods.
- gg. not to play or use at the Apartment any equipment that is audible in the common parts or outside the Building.
- hh. not to kill or butcher any animal within the Project or violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the Project. not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Purchaser and/or occupiers of the said Project.
- ii. not to injure, harm or damage the Common Areas or any other Apartments in the said Project by making any alterations or withdrawing any support or otherwise.
- jj. not to make any addition, alteration in the structure of the Building, internally within the Apartment or externally within the said Project and not to change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the color of the balcony/verandah, which is part of the outside color scheme of the Building / elevation, duly approved and finalized by the architect of the said Project.
- kk. not to keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said Project.
- ll. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the varandhas, lounges or any external walls or the fences of external doors and windows including grills of the said Apartment which in the opinion of the Promoter and/or the facility management agency appointed by the Promoter/Association of the Purchasers differs from the colour scheme of the Building or deviation or which in the opinion of the Promoter/Association of Purchasers may affect the elevation in respect of the exterior walls of the said Project.

- mm. not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- nn. not to use the Community Hall for weddings/religious festivals or any ceremonial rite that require lighting up of a fire /spraying of color/sacrifice of animals and use the Community Hall for small functions of their families or for the meeting of Apartment owners or for the use of any function / meeting by all the flat owners of the said Project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed.
- oo. not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said Project for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas, if and as may be allowed by the Promoter/Association of Purchasers as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other purchasers.
- pp. not to install any window air-conditioning units along with outdoor units, anywhere in the said Apartment and not to change the designated areas as approved by Promoter for installing the split/high wall air conditioners.
- qq. not to install any collapsible gate outside the main door / entrance of the said Apartment.
- rr. not to partition and/or sub-divide and/or demolish and/or damage the said Apartment and/or the Car Parking Space and/or any part or portion thereof;
- ss. not to keep any heavy articles or things that are likely to damage the floor or install and operate any machine or equipment save usual home appliances.
- tt. not to install or keep or run any generator in the Apartment.
- uu. not to misuse or permit to be misused the water supply to the said Apartment.

- vv. not to smoke in public areas of the Building(s) and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.
- ww. not to pluck flowers or stems from the gardens.
- xx. not to trespass or allow trespassers over lawns and green plants within the Common Areas.
- yy. not to use the lifts in case of fire.
- zz. not to cover the Common Areas, fire exits and balconies/terraces (if any) of the said Apartment.
- aaa. not to put up or affix any sign board, name plate or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. or other things or other similar articles in/at any part or portion of the Building and/or the said Project including any of the areas/facilities comprising the Common Areas And Facilities and/or at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the said Apartment and/or the Car Parking Space and/or outside the Said Apartment provided that the Purchaser may display a small and decent name-plate outside the main door of the Apartment at the specific space designated for the same by the Promoter/Association;
- bbb. not to hang from or attach to the beams or the rafters of any part of the said Apartment and/or the Building, any article(s) or machinery(ies) which in the opinion of the Promoter/Association are heavy or may or are likely to affect or damage or endanger the construction and/or the structure and/or stability of the Building(s) or any part thereof, such opinion of the Promoter being final and binding on the Purchaser;
- ccc. not to affix or draw any wires, cables, pipes etc. from or to or through any of the common portions or outside walls of the Building or other parts or portions of the Said Project including but not limited to the other Apartments without the prior written approval of the Promoter/Association, as the case may be;
- ddd. not to affix or install or attach or hang any antenna/aerial/satellite dishes on the ultimate roof of the Building and/or the Balcony(ies)/Deck(s)/Verandah(s) and/or the Open Terrace Area that may be a part of any Apartment and/or its windows and/or to/from any part or portion of the Building (s) and/or the Said Apartment and/or the Car Parking Space;

- eee. not to do or execute or permit to be done or executed any act, deed or thing which may hurt, injure or cause provocation of the sentiments and/or feelings (religious or otherwise) of any of the occupiers of the Apartments/the End Users and/or cause disharmony amongst them, and further shall not slaughter or permit to be slaughtered any living animals at/within any part or portion of the Said Apartment and/or the Car Parking Space and/or the Building (s) and/or the Said Project on any religious occasion or otherwise;
- fff. not to affix or change or alter the design or the place of the grills, the window(s) or the main door of the Said Apartment or make or alter or change or relocate any window(s), light opening(s), door(s), path(s), passage(s), drain(s), pipe(s), conduit(s), cable(s) fittings, fixtures etc. in/serving any part or portion of the Said Apartment and the Car Parking Space and/or the Building (s) and/or the Said Project, and furthermore shall not make any encroachment(s) or easement(s) in/upon any part or portion of the Said Apartment and/or the Car Parking Space and/or the Building (s) and/or the Said Project;
- ggg. not to make and/or carry out any addition, alteration and/or modification and/or improvements of any nature whatsoever or howsoever, structural or otherwise in/to or about the Said Apartment and/or the Car Parking Space including to the beams, columns, partition walls, load bearing walls save in accordance with the then existing statutory building regulations, and further subject to prior written permission therefor having been taken from the appropriate authorities as also from the Promoter and/or the facility management agency appointed by the Promoter and/or the association, as the case may be, and further shall not withdraw any support;
- hhh. not to do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of the Said Apartment and/or any of the Apartments and/or the Building (s) or cause the premium for the insurance to be increased, and further shall obtain and keep renewed at his/her/their/its own cost and expense, a comprehensive insurance coverage/policy in respect of the Said Apartment;
- iii. not to tamper, alter or change or cause or permit any tampering or alteration or change in/of/to the electrical points at any part or portion of the said Apartment including but not limited to the Balcony(ies)/Deck(s)/Verandah(s), and further shall avoid any overloading of the electrical points;
- jjj. not to park or allow any vehicle to be parked on/in the passages(s) and/or the pathway(s) and/or the open space(s) of/at the Building

(s) and/or the Said Project and/or at any other portions of/at the Building (s) and/or the Said Project save and except at the Car Parking Space, and to use the passages(s), pathway(s), open spaces etc., only in the manner as may be determined by the Promoter;

- kkk. not to claim any right to use any vehicle parking space and/or to park vehicles at any part or portion of the Building (s) and/or Said Project unless specific written permission is granted by the Promoter;
- lll. not to commit breach or violate such rules and regulations as may be made applicable by the Promoter and/or the facility management agency appointed by the Promoter or the Association, as the case may be;
- mmm. not to obstruct any of the End Users and/or lawful occupiers of the other Apartments to use and enjoy any of the common areas, facilities and amenities;
- nnn. not to allow or use any cable, internet or other service providers save and except those service providers whom the Promoter and/or the facility management agency appointed by the Promoter or the Association, as the case may be, may have selected or engaged;
- ooo. not to raise any objection to the cooking/bringing in of any non-vegetarian items/food into/at any part or portion of the or the said Project and/or to the keeping/raising of any pets by any of the users/occupiers of the several Apartments;
- ppp. not to make/permit any changes in/to any of the entrance lobbies of the Building (s) and/or the entrance of/to the Said Apartment including but not limited to by changing/replacing the main door, installing any collapsible gate and/or shutter etc.;
- qqq. not to use or permit to be used the lifts for the purpose of carting pets, any furniture, fixtures, equipments, articles etc.;
- rrr. not to amalgamate/join/consolidate/connect the said Apartment with any other Apartment and/or any other space and/or area within the said Project in any manner whatsoever or howsoever even if the Purchaser has been allotted by way of a written instrument any further/other Apartments and/or spaces/areas which are adjacent to and/or adjoining the said Apartment;
- sss. not to do any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/hinder the construction and/or the development and/or the completion and/or the transfer/alienation of any part or portion of the Said Project in any manner whatsoever including but not limited to the Building(s) and/or any further

and/or additional constructions, alterations etc., at/to the Said Project and/or the Building(s) and the works related thereto, notwithstanding any disruption/hindrane in the enjoyment of the Said Apartment And Properties Appurtenant Thereto by the Allottee and/or any variation/diminishment in the undivided proportionate impartible indivisible variable share (attributable and/or allocable to the Said Apartment) in the leasehold interest in the land comprised in the Said Project and the Common Areas and Facilities as stipulated in these presents;

- ttt. not to at any time make or claim partition or division on any ground whatsoever of any part or portion of any of the areas/portions comprising the Common Areas And Facilities and/or the Said Apartment and/or the Building(s) and/or the Said Project;
- uuu. not to block any area(s) and/or passage(s) including those comprising the Common Areas And Facilities;
- vvv. not to claim any right of user or common use or any other right of any nature whatsoever over/in respect of any part or portion any of the areas which are under the exclusive control and/or use and/or possession of the Promoter, who shall be entitled to dispose of and/or deal with the same in such a manner and in lieu of such consideration as the Promoter may deem fit and proper;
- www. not to permit any driver, domestic help, servants, staff, etc., and/or any other person employed by the Purchaser to sleep and/or squat and/or loiter around in/at any part or portion of the Building(s) and/or the Said Project;
- xxx. not to form with the other users, occupiers etc., of the several units/areas/spaces Apartments comprising the Building(s) any association, and further shall not become a member of any association and/or association of persons and/or firm and/or any entity for any purpose/matter related/pertaining directly and/or indirectly to the Building(s) and/or the Said Project and/or for the purpose of maintenance, management, upkeep etc., of the Building(s) and/or the Said Project, and if any such organization/company/firm/association/other entity etc., be formed, the same shall not be recognized b the Promoter;
- yyy. not to obstruct or use the lobbies, entrances and stairways of the Building(s) for any purpose other than ingress to and egress from the Said Apartment in the Building(s);
- zzz. not to use the water-closets and other water apparatus in the Building(s) for any purpose other than those for which the same were constructed, and shall not throw into the same, any sweepings,

rubbish, rags if any other article. Any damage resulting from misuse of a water closets or apparatus shall be paid for by the End User in whose Apartment it shall have been caused;

- aaaa. not to use drills in the kitchen or toilet without the supervision of the representative of the Promoter and/or the facility management agency appointed by the Promoter or the Association, as the case may be, it being clarified that only drills can be used to drive nails into the walls of the Said Apartment;
- bbbb. not to remove the grouting in the toilet and kitchen, so as to avoid clogging of the pipelines and/or sewerage lines;
- cccc. not to send any employee of the Promoter and/or the Association and/or the Facility Management Company on any private business or personal errand;
- dddd. not to carry out or permit or allow any games or sporting activities at any part or portion of the Project;
- eeee. not to cook or permit cooking in the common areas, parking spaces and servants quarter except the place(s) designated for the same by the Promoter and/or the facility management agency appointed by the Promoter and/or the Association, as the case may be;
- ffff. not to damage any common property, which would be penalized by compensation of the actual amount for repair/replacement;
- gggg. not to disturb and/or uninstall ever in future the logo **“RIA MANBHARI GREENS”** placed on the main entrance gate and the ultimate roof or any other place of any Building and to maintain the same in proper order and manner.
- hhhh.No purchaser/occupier shall make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. No occupier shall use any loud speaker in the Apartment if the same shall disturb or annoy other occupants of the Project.
- iiii. Each purchaser shall keep his/her/their Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances.
- jjjj. No article shall be allowed to be placed in the staircase landings or fire towers or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the Buildings of the said Project. No fences or partitions

shall be placed or affixed to any terrace without the prior approval of the Promoter /Association/Facility Management Agency.

- kkkk. No shades awning, window guards, ventilators or air conditioning devices shall be used in or about the Buildings of the Project excepting such as shall have been approved by the Promoter /Association/Facility Management Agency.
- llll. No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Project except such, as shall have been approved by the Promoter /Association/Facility Management Agency, nor shall anything be projected out of any window of the Project without similar approval.
- mmmm. Water closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water closets or apparatus shall be paid for by the Apartment-owner in whose apartment it shall have been caused.
- nnnn.No television aerial shall be attached to or hung from the exterior of the Apartment.
- oooo. No vehicle belonging to a Purchaser or to a 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 Project by another vehicle.

## **PART - II (FIRE SAFETY RULES)**

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system.
3. Read the operating instructions of the body of the Fire Extinguishers provided on your floor.
4. Know the assembly area and the location of the fire fighting equipments installed outside your Apartment in your building.
5. Dispose of unwanted items from your Apartment. These things may act as fuel to the fire.
6. Do not use Terylene, Nylon, Polyester doth in the kitchen nor wear cifon/nylon sarees/dress and preferably usean apron while cooking.
7. Keep Corridors, walk ways or passage ways free of obstruction.
8. Install Fire equipment at proper place inside your Apartment.
9. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
10. Must readily have the Fire Station and Police Station telephone nos.
11. Ultimate Roof Door should be kept open at all times.



12. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
13. Air-conditioner systems is to be maintained properly to avoid fires.
14. Do not use Petrol, Diesel, Kerosene, Benzene etc., for floor cleaning purpose.
15. To remember that the following are common causes of fire and to be careful to avoid them:
  - (i) Electric Sparks/Short Circuit/Loose Contact;
  - (ii) Overheating of electrical equipments;
  - (iii) Poor wiring system;
  - (iv) Smoking;
  - (v) Naked Flame;
  - (vi) Cigarettes, Matches, lighter;
  - (vii) LPG Cylinder Leakage.
16. To use ISI standard equipments and cables.
17. To immediately replace faulty electrical items.
18. Switch off electrical points when not in use.
19. Guard live electrical parts.
20. Switch off at the socket before removing plug.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:  
(OTHER DEFINITIONS)**

**A. Other Definitions:**

**ADVOCATES** – shall mean **VICTOR MOSES & CO.**, Solicitors & Advocates, Temple Chambers, 6, Old Post Office Street, Kolkata – 700 001 or any other Advocate who may be appointed by the Promoter, inter alia, for preparation of this agreement and the Indenture of Conveyance for transfer of the apartment in the Project.

**APARTMENT** – shall mean a dwelling unit, apartment, suite, or any enclosed space, located on any floor or any part thereof, in the new building, used or intended to be used for residential purpose.

**ARCHITECT** – shall mean Raj Agarwal & Associates having its registered office at 8B, Royd Street, 1<sup>st</sup> Floor, Kolkata-700016, or any other person(s) who may be appointed by the Promoter as the Architect for the Project and who is registered as an architect under the provisions of the Architects Act, 1972.

**BUILT-UP AREA** – shall mean carpet area plus 100% (Cent percent) area of the external walls which are not shared and 50% (Fifty percent) area of the external walls shared by the apartment and the adjacent apartment and 50% (Fifty percent) area of the walls shared by the apartment and the common

facilities like lift lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any.

**CAR PARKING SPACE** – shall mean the spaces in the portions of the ground floor level, whether open or covered or stacked, of the Project expressed or intended to be reserved for parking of motor cars/two wheelers and sanctioned as such.

**COMMON AREAS AND INSTALLATION** – shall mean and include as mentioned in the **Fourth Schedule** hereinabove written.

**COMMON EXPENSES** – shall mean and include as mentioned in the **Fifth Schedule** hereinabove written all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the purchasers and to be contributed, borne, paid and shared by all the purchasers of the Project.

**COMMON PURPOSES** – shall mean and include the purpose of managing, maintaining and up keeping the Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the purchasers, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the purchasers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective apartments exclusively and the Common Areas, Common Facilities and Amenities of the Building and the Project in common.

**COMPLETION CERTIFICATE** – shall mean the completion certificate or such other certificate by whatever name called, issued by the competent authority certifying that the Second Phase/Project has been developed according to the sanctioned plan(s), layout plan and specifications, as approved by the competent authority/authorities under the local laws, as applicable.

**COMPLEX / PROJECT** – shall mean the entire Complex Land and the residential/commercial blocks/buildings constructed or to be constructed therein, the club house, recreation area and other common areas therein constructed or to be constructed, out of which- (1) 7(Seven) number of blocks/buildings have been already constructed in Phase I on a piece and parcel of land containing an area of 328.66 decimals in Mouza Domjur and Makardah, (2) 3 number of blocks/buildings would be constructed in Phase II on the Land containing an area of 122.11 decimals in Mouza Domjur and (3) further blocks/buildings which would be constructed in further Phases hereafter in the rest of the Complex Land.

**PLAN/S** – shall mean the plan for construction of the six blocks consisting of several residential apartments sanctioned/approved by the Howrah Zilla Parishad having Plan No.124/032/HZP/EP dated 04<sup>th</sup> day of July, 2017 the and wherever the context so permits or intends shall include any modifications

and/or alterations and/or revision thereto including change in the internal lay out within the sanctioned floor area with the approval of the competent authority in accordance of the Act and the Rules.

**PROJECT LAND / COMPLEX LAND** - shall mean All That the piece and parcel of land- (1) containing total area of 880.44 Decimals situate lying at Mouza Domjur J.L. No. 33 within the ambit of Domjur Gram Panchayet, (2) containing total area of 1039.32 Decimals situate lying at Mouza Purbannapara J.L. No. 31 within the ambit of Makardaha No. 1 Gram Panchayet, (3) containing total area of 409.07 Decimals situate lying at Mouza Makardaha J.L. No. 34 within the ambit of Makardaha No. 1 Gram Panchayet and (4) containing total area of 47 Decimals situate lying at Mouza Bhanderdaha J.L. No. 32 within the ambit of Domjur Gram Panchayet, thus all together collectively land area measuring 2375.83 Decimals be the same a little more or less under Police Station-Domjur, District-Howrah.

**SECOND PHASE** - shall mean the development of the said land by construction of three buildings/Towers consisting of residential apartments with open areas and the car parking spaces whether open or covered and the Common Areas, Common Facilities and Amenities and all development works to be constructed, erected and completed by the Promoter on the said Land or on the part thereof and to be known as **RIYA MANBHARI GREENS- PHASE II** in terms of this Agreement and the Plan(s) together with all easement rights and appurtenances belonging thereto.

**SAID APARTMENT** - shall mean ALL THAT the **Apartment No.**\_\_\_\_ containing a carpet area of \_\_\_\_\_ **Sq.ft.**, (equivalent to a built up area of \_\_\_\_\_ **Sq.ft.**) be the same a little more or less **WITH** Exclusive Right to use the Open Terrace adjoining the said Apartment containing an area of \_\_\_\_\_Sq.ft., OR the verandah or balcony adjoining the said Apartment containing an area of \_\_\_\_\_Sq.ft., on the \_\_\_ **Floor** of the Building and prorata common areas of \_\_\_\_\_ Sq.ft., of the said Phase known as **RIYA MANBHARI GREENS-PHASE-II** fully constructed Together With a Covered/open Car parking Space being No.\_\_\_\_ on the ground floor of the Building OR Together With Right to park in Open/stacked Car Parking Space being No.\_\_\_\_ more fully and particularly described in the **Third Schedule** hereinabove written together with right to enjoy the Common areas and Installation more fully and particularly mentioned and described in the **Fourth Schedule** hereinabove written to be used in common with the other allottees of the Complex.

**SAID LAND** - shall mean All That the piece and parcel of land containing total area of 122.11 Decimals situate lying at Mouza Domjur J.L. No. 33 within the ambit of Domjur Gram Panchayet, under Police Station-Domjur, District-Howrah more fully and particularly mentioned and described in the **Second Schedule** hereinabove written.

**SAID SHARE** - shall mean proportionate undivided indivisible impartible variable share in the land comprised in the Block.

**UTILITY ROOM** – shall mean the room on the floor of the Apartment or in the ground floor level wherever agreed to be sold along with the Apartment.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**  
**(EASEMENT RIGHTS)**

- i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO THE Association the rights easements quasi easements privileges and appurtenances.
- ii. The right of access and passage in common with the Association and/or the purchasers and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Project.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved ad provided always and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants, agents, employees and invitees of the purchasers' to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Purchaser, Promoter and the Association along such drive way and path ways as aforesaid.
- iv. The right of support shelter and protection of the Apartment by or from all parts of the Building so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Apartment through pipes drains wires and conduits lying or being in under through or over the Building and the Project so as far as may be reasonable necessary for the beneficial occupation of the Apartment and for all purposes whatsoever.
- vi. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the Building(s) and the Project for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Apartment in so far as such repairing or cleaning as aforesaid

cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Purchaser's and occupier's of the other spaces and portion of the Building(s).

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seals on the day month and year first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:** Please affix photograph and sign across the photograph

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED PURCHASER:** (including joint buyers) Please affix photograph and sign across the photograph

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_ Name \_\_\_\_\_ Address \_\_\_\_\_ Please affix photograph and sign across the photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

**WITNESSES:**

1. Signature  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**MEMO OF CONSIDERATION**

<b>Date</b>	<b>By Cheque No's/RTGS</b>	<b>Bank &amp; Branch</b>	<b>Amount paid</b>
		<b>Grand Total:</b>	<b>Rs. _____/-</b>

**(RUPEES \_\_\_\_\_ ONLY).**

**WITNESSES:**

1.

**Promoter**

2.