

THIS DEED OF CONVEYANCE made this _____ day of _____, **TWO THOUSAND AND EIGHTEEN BETWEEN (1) ASWINI SALES PVT. LTD., (INCOME TAX PAN AAHCA9837F)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata - 700 017, **(2) CHAMPION SUPPLIERS PVT. LTD., (INCOME TAX PAN AADCC5710B)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata - 700 017, **(3) CONCEPTION COMMERCIAL PVT. LTD., (INCOME TAX PAN AADCC5424A)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor,

Contd. . .

Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(4) DIAGRAM SALES PVT. LTD., (INCOME TAX PAN AADCD0433C)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(5) DURGAMATA VINTRADE PVT. LTD., (INCOME TAX PAN AADCD2527M)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(6) HIGHLIGHT COMMERCIAL PVT. LTD., (INCOME TAX PAN AACCH2778R)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(7) KHAITAN LAND LTD. (PREVIOUSLY KNOWN AS PIONEER TOWNSHIP LTD.), (INCOME TAX PAN AACCP7499R)**, a public limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(8) LIMESTONE SALES PVT. LTD., (INCOME TAX PAN AABCL5608B)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(9) MERIDIAN VINTRADE PVT. LTD., (INCOME TAX PAN AAGCM2052H)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(10) PIONEER MARBLES & INTERIORS PVT. LTD., (INCOME TAX PAN AACCP7501J)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(11) PIONEER ONLINE LTD., (INCOME TAX PAN AACCP7500K)**, a public limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(12) PRUDENT INFREAREALTY PVT. LTD. (PREVIOUSLY KNOWN AS PRUDENT PROJECTS PVT. LTD.), (INCOME TAX PAN AAFCP2060D)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(13) RAMESHWAR SALES PVT. LTD., (INCOME TAX PAN AAECR5019D)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(14) RAVINDRA KHAITAN (H.U.F.), (INCOME TAX PAN AAGHR1049Q)**, a Hindu Undivided Family, having its office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(15) RECREATE TRADERS PVT. LTD., (INCOME TAX PAN AAECR5957J)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(16) SAPTARSHI TRADELINK PVT.LTD., (INCOME TAX PAN AANCS7460A)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police

Contd. . .

Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(17) SEABIRD BARTER PVT. LTD., (INCOME TAX PAN AAMCS7348L)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, **(18) SEABIRD DEALERS PVT. LTD., (INCOME TAX PAN AAMCS6251J)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017 **and (19) WRINKLE TRACOM PVT. LTD., (INCOME TAX PAN AAACW9217C)**, a private limited company having its registered office at No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, all represented by their Constituted Attorney, **Sri Anshul Khaitan, (INCOME TAX PAN DQKPK3956G)**, son of Sri Raj Kumar Khaitan, by caste Hindu, by occupation business, of No. 10A, Rawdon Street, **‘Rawdon Enclave’**, 1st floor, Police Station and Post Office Shakespeare Sarani, Kolkata - 700 017, vide a Power of Attorney dated 5th June, 2017, registered in the office of the District Sub Registrar IV, Alipore, South 24 Parganas, in Book No. IV, C D Volume No. 1604, Pages 4425 to 4458, being Deed No. 00248 for the year 2017, hereinafter collectively referred to as the **‘OWNER’**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include their respective successors, successors in office, successors in interest, the Karta and the other co-parceners and members for the time being of the HUF and assigns) of the **FIRST PART AND PRUDENT INFREAREALTY PVT. LTD. (FORMERLY KNOWN AS PRUDENT PROJECTS PVT. LTD.), (INCOME TAX PAN AAFCP2060D)**, a private limited company incorporated under the Companies Act, 1956, as amended up to the date hereof and having its registered office at **‘RAWDON ENCLAVE’**, No. 10A, Rawdon Street, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Authorised Signatory, **Sri Anshul Khaitan, (INCOME TAX PAN DQKPK3956G)**, son of Sri Raj Kumar Khaitan, by caste Hindu, by occupation business, of No. 10A, Rawdon Street, **‘Rawdon Enclave’**, 1st floor, Police Station and Post Office Shakespeare Sarani, Kolkata - 700 017, hereinafter referred to as the **‘DEVELOPER’**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its successors, successors in office, successors in interest, nominee, or nominees and assigns) of the **SECOND PART AND _____**, hereinafter referred to as the **‘PURCHASER’**, (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include her legal heirs, legal representatives, successors, executors and administrators) of the **THIRD PART**

W H E R E A S:

Contd. . .

A. In these presents unless there be something repugnant or contrary to the subject or context, or otherwise agreed upon, the following terms or expressions shall have the meaning assigned to them.

i) SAID PREMISES shall mean the land for the time being containing an area of 415.282 decimals equivalent to 252 cottahs 10 chittacks and 44 sq. ft., be the same a little more or less, situate, lying at and being L. R. Dag Nos. 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1758, 1759, 1760, 1761, 1762, 1767, 1769, 1770, 1771, 1772, 1773, 1774 and 1775 corresponding to R. S. Dag Nos. 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1186, 1187, 1188, 1189, 1190, 1193, 1195, 1196, 1197, 1198, 1199, 1200 and 1201, recorded in L. R. Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732, 2759, 1780, 1781 and 1005 in Mouza Sripur Bagherghole, J.L. No. 59, Pargana-Magura, Touzi No. 1, comprised in Holding No. 272, Sripur Bagherghole 'A', P. S. Sonarpur & A.D.S.R. Garia, under Rajpur Sonarpur Municipality Ward No. 33, District South 24 Parganas, Kolkata – 700 103, as more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written. It is agreed and clarified that in case the Developer acquires development rights to any more adjoining lands, then the said Premises will include the same as well, to which the Purchaser hereby consents.

ii) HOUSING COMPLEX shall mean the Housing Complex named '**PRUDENT PRANA**' planned and being constructed in Phases by the Developer at the said Premises, consisting of **Several Blocks/Buildings** at the said Premises (in short hereinafter referred to as the "**BLOCKS**"), containing several independent and self contained flats, dwelling houses, parking spaces and other constructed areas. It is agreed and clarified that in case the Developer acquires development rights to any more adjoining lands, then the Housing Complex will include the same as well, to which the Purchaser hereby consents.

iii) CO-OWNERS/UNIT-HOLDERS according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase or may in future agree to purchase from the Developer or the Owners and shall have taken possession of their respective units, including the Developer and the Owners for those units not so alienated or agreed to be alienated by the Developer or the Owners.

iv) COMMON AREAS AND INSTALLATIONS shall mean the areas installations and facilities in the Housing Complex expressed or intended by the Developer for the common use and enjoyment by the occupants of the

Contd. . .

Housing Complex such as paths, passages, driveways, staircases of the Blocks along with their full and half landings with respective stair covers on the ultimate roofs, entrance and exit gates of the said Premises, entrance cum Reception in the ground floor of the Blocks, lifts along with lift shafts and the lobby in front of them and lift machine rooms, water supply system, water waste and sewerage evacuation pipes from the units to drains and sewers common to the Housing Complex, **and shall include the Facilities** mentioned and specified in the **THIRD SCHEDULE** hereunder written.

It is clarified that the Common Areas and Installations shall not include the parking spaces and other open and covered spaces at the Housing Complex and/or the said Premises and/or the Blocks which the Developer may from time to time express or intend not to be so included in the Common Areas and Installations.

It is further clarified that the development of the said Premises having been undertaken by the Developer/Owners in Phases, not all of the Common Areas and Installations may be available for use by the co-owners/allottees of units in the buildings/Blocks at the said Premises till such time the development of all the phases is completed, and only thereafter shall all the Common Areas and Installations be available for use by the co-owners/allottees of units in common with each other, which fact the Purchaser is aware of and hereby acknowledges.

vi) COMMON EXPENSES shall mean and include all expenses to be incurred for the management, maintenance, upkeep and administration of the Common Areas and Installations and rendition of common services in common to the co-owners of the Housing Complex and all other expenses for the Common Purposes (including those mentioned in the **FOURTH SCHEDULE** hereunder written) to be borne contributed and shared by the co-owners.

vi) COMMON PURPOSES shall mean and include the purpose of managing, maintaining, upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders/co-owners in the Housing Complex for the Common Areas and Installations, collection and disbursement of the Common Expenses and dealing with all matters of common interest of the Unit Holders.

vii) UNITS shall mean all the flats/apartments/saleable spaces/constructed areas in the Housing Complex capable of being independently and exclusively held used occupied and enjoyed by any person **And** wherever the context so permits or intends shall include the Parking Space/s, if any,

Contd. . .

and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.

viii) PARKING SPACES shall mean covered parking spaces (including stack car parking spaces) in or portions of the Ground Floor of the Blocks and the said Premises and also the open parking spaces in the open compound at the ground level of the said Premises capable of being used for parking of motor cars, two wheelers and other vehicles therein or thereat.

ix) CARPET AREA : according to the context shall mean the net usable floor area of any Flat / Apartment, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Flat / Apartment;

x) COVERED AREA : according to the context shall mean the plinth area of the flat or all the flats in the new building/s, which inter alia includes the area of the covered balconies with the flat and also the thickness of the external walls, internal walls and pillars in the flat PROVIDED THAT if any wall or pillar be common between two flats, then one-half of the area under such wall or pillar shall be included in each such flat.

xi) CHARGEABLE AREA: for the purpose of determination of the saleable area, the total constructed space in a particular flat together with the proportionate share in the common parts, portions, areas and installations determined in consultation with the Architect for the time being of the complex and the said decision will be final and binding on the parties.

xii) PROPORTIONATE OR PROPORTIONATELY according to the context shall mean the following:

a) insofar as the Purchaser's proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Purchaser's Flat is situated is concerned, the same shall be in the proportion in which the super built up area of the Purchaser's Flat may bear to the super built up area of all the flats in the Block in which the Purchaser's Flat is situated;

Contd. . .

b) insofar as the Purchaser's share in the Common Expenses is concerned, the same shall be in the proportion in which the super built up area of the Purchaser's Flat may bear to the super built up area of all the flats in the Housing Complex;

PROVIDED THAT where it refers to the share of the Purchaser or any other co-owner in the rates and/or taxes amongst the Common Expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user, then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).

xiii) **SAID UNIT** shall mean the Flat, fully described in the **Second Schedule** hereunder written, **and wherever the context so permits** shall include the proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Flat is situated, **and further wherever the context so permits** shall include the right of parking motor car/two wheeler in or portion of the parking space, if so specifically and as expressly mentioned and described in the within stated **Second Schedule Together With** the proportionate undivided indivisible impartible variable share in the Common Areas and Installations **With** common right of user of the Common Areas and Installations in common with the other co-owners.

xiv) DEVELOPMENT AGREEMENT shall mean the agreements for development for the time being, being (i) the Development Agreement dated 6th September, 2011 entered into by and between the Owners herein, therein also referred to as the Owners of the one part and the Developer herein, therein also referred to as the Developer of the other part, whereby the Owners appointed the Developer to develop the originally planned 276.475 decimals equivalent to 167 cottahs 8 chittacks and 43 sq. ft. of land; (ii) the Development Agreement dated 15th March, 2016 whereby the Owners appointed the Developer to develop an additional 138.807 decimals equivalent to 84 cottahs and 2 chittacks of land. It is clarified that in case the Developer acquires development rights to any more adjoining lands, then the definition of Development Agreement will include the same as well.

xv) DATE OF COMMENCEMENT OF LIABILITY shall mean the date on which the Purchaser takes actual physical possession of the said Unit after fulfilling all his liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Developer to the Purchaser to take possession of the said Unit irrespective of whether the Purchaser takes actual physical possession of the said Unit or not, whichever be earlier.

Contd. . .

xvi) MAINTENANCE COMPANY shall mean **Prudent Township Pvt. Ltd.**, a Company incorporated and registered under the Companies Act, 1956, formed by the Developer for the Common Purposes, until formation of the Maintenance In-Charge, having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer in its absolute discretion.

xvii) MAINTENANCE IN CHARGE shall mean a Company, Association, or any Syndicate, or Registered Society that may be formed by the Developer upon completion of the Housing Complex for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer in its absolute discretion.

xviii) SALE AGREEMENT shall mean the Agreement dated _____ entered into by and between the Owners, the Developer and the Purchaser, whereby and where under the Purchaser agreed to purchase and acquire the said Unit and shall include all modification/supplemental documents, if made in writing.

xix) PLAN shall mean the plan initially sanctioned by the Rajpur Sonarpur Municipality vide sanction No. **(i)** 1664/CB/33/70 dated 26th March, 2012 **(ii)** sanction No. 2428/CB/33/70 dated 14th March, 2013 **(iii)** sanction No. 2060/Rev/CB/33/81 dated 6th March, 2014 **(iv)** sanction No. 2193/Rev/CB/33/21 dated 17th March, 2015 **(v)** sanction No. 102/Rev/CB/33/39 dated 21st April, 2015 **(vi)** sanction No. 1327/Rev/CB/33/68 dated 22nd December, 2015 and **(vii)** sanction No. 156/Rev/CB/33/04 dated 5th September, 2016 in respect of the 415.282 decimals of land and shall also include sanctionable modifications to each thereof and/or additions or alterations to each thereto as made and/or as may be made from time to time by the Developer. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Developer and Owners (as per the arrangement between them) shall be entitled to construct and deal with the same, to which the Purchaser hereby consents. The Purchaser is also aware of the fact and consents and admits that owing to construction of additional floors/areas as hereinbefore contemplated, the proportionate undivided share of the Purchaser in the land underneath the Block (in which the Flat agreed to be purchased by the Purchaser is situated) as also in the Common Areas and Installations shall be and/or is likely to stand reduced.

xx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

Contd. . .

xxi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

xxii) The expression **PURCHASER** shall be deemed to mean and include:

- (a)** In case the Purchaser be an individual or a group of persons, then his, her or their respective legal heirs, legal representatives, successors, executors and administrators;
- (b)** In case the Purchaser be a Hindu Undivided Family, then its members/coparceners for the time being and their respective legal heirs, legal representatives, successors, executors and administrators;
- (c)** In case the Purchaser be a partnership firm, then its partners for the time being, their respective legal heirs, legal representatives, successors, executors and administrators;
- (d)** In case the Purchaser be a company or a trust, then its successors, or successors-in-office;

B. By and under several Deeds of Conveyance/Bikroy Kobalas, (hereinafter collectively referred to as the "**SAID DEEDS**"), executed and registered in favour of the Owners herein along with Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited, on various dates before the appropriate registering authorities, the Owners herein along with Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited jointly and collectively (each having their respective shares), became the absolute lawful owners of **ALL THAT** the piece and parcel of bastu land measuring **276.475 decimals**, be the same a little more or less, situate, lying at and being L. R. Dag Nos. 1741, 1742, 1743, 1744, 1745, 1747, 1748, 1749, 1750, 1758, 1759, 1760, 1761, 1762, 1767, 1769, 1770, 1771, 1772, and 1773, corresponding to R. S. Dag Nos. 1169, 1170, 1171, 1172, 1173, 1175, 1176, 1177, 1178, 1186, 1187, 1188, 1189, 1190, 1193, 1195, 1196, 1197, 1198, and 1199, recorded in L. R. Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2739, 2745, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732, 2759, 2790 and 2791 in Mouza Sripur Bagherghole, J. L. No. 59, Pargana-Magura, Touzi No. 1, comprised in Holding No. 272, Sripur Bagherghole 'A', P. S. Sonarpur & A.D.S.R. Garia, under Rajpur Sonarpur Municipality Ward No. 33,

Contd. . .

District South 24 Parganas, Kolkata – 700 103, (in short called the “**ORIGINAL LAND**”).

C. By and under four several Deeds of Conveyance, all dated 30th March, 2013, made and executed by and between Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited, therein respectively referred to as the vendor of the one part and the Owners herein, therein collectively referred to as the purchasers of the other part and registered in the office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, Being Nos. 3151, 3150, 3152 and 3153 all for the year 2013, the said Ankush Tradelink Private Limited, Award Vinimay Private Limited, Jajodia Medichems Private Limited and Jajodia Projects Private Limited granted, sold, transferred, conveyed, released, assigned and assured unto and in favour of the Owners herein, the purchasers therein, their respective undivided shares in the **Original Land**, absolutely and forever. Accordingly, the Owners herein became the absolute lawful owners of the **Original Land**.

D. By and under a Development Agreement dated 6th September, 2011, the Owners herein appointed the Developer to develop the **Original Land** on the terms and conditions therein contained and the Developer undertook construction and development thereof in accordance with the plans sanctioned therefor.

E. By and under a Declaration dated 2nd January, 2012, made by the Owners herein, and registered in the office of the District Sub-Registrar-IV, Alipore, District South 24 Parganas, in Book No. I, C D Volume No. 1, Pages 161 to 172, being Deed No. 00049, for the year 2012, the Owners herein being the declarants therein declared and confirmed unto and to the Rajpur Sonarpur Municipality that the Owners herein have permitted and allowed the said Rajpur Sonarpur Municipality the right of ingress and egress with men, materials and equipment from the main entrance of the Housing Complex undertaken by the Owners herein to be constructed on the Original Land, for the purpose of maintenance, cleaning and carrying out general repairs to the drainage system in the Housing Complex, as shown and delineated in Red colour border on the map or plan annexed thereto. It was further declared by the Owners herein that the said Rajpur Sonarpur Municipality shall, however, have no right over and in respect of any other part, portion, or area, or any other facility in the Housing Complex or in the Original Land.

F. Subsequently, the Owners acquired an additional 138.807 decimals equivalent to 84 cottahs and 2 chittacks of land, be the same a little more or less, situate, lying at and being L. R. Dag Nos. 1741, 1746, 1747, 1758, 1759, 1760, 1761, 1774 and 1775 corresponding to R. S. Dag Nos. 1169, 1174, 1175, 1186,

Contd. . .

1187, 1188, 1189, 1200 and 1201, recorded in L. R. Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2739, 2745, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732, 2759, 2790, 2791, 1780, 1781 and 1005, in Mouza Sripur Bagherghole, J. L. No. 59, Holding No. 272, Sripur Bagherghole 'A', Pargana-Magura, Touzi No. 1, P. S. Sonarpur, A.D.S.R. Garia, under Rajpur Sonarpur Municipality, Ward No. 33, District South 24 Parganas, Kolkata – 700 103 (in short called the **“ADDITIONAL LAND”**), being adjoining/contiguous to the Original Land, by several Deeds of Conveyance.

G. By and under a Development Agreement dated 15th March, 2016, the Owners appointed the Developer to develop the **Additional Land** on the terms and conditions therein contained, with the intent that the Additional Land be developed jointly with the Original Land thereby enhancing the scope of development.

H. The Additional Land and the Original Land, which together form the said Premises, have since been amalgamated and the Owners and the Developer have obtained sanction of Plan for Construction of New/Additional Blocks at the said Premises from the Rajpur Sonarpur Municipality.

I. By and under and in terms of the Sale Agreement, the Purchaser agreed to purchase and acquire the said Unit described in the **SECOND SCHEDULE** hereunder written, at or for the consideration and on and subject to the terms and conditions therein contained, as modified and/or superseded by these presents. The construction of the said Unit and the Block in which the same is situated is complete. Possession was delivered by the Owners to the Purchaser.

J. So as to ensure that the residents of the Blocks, of which construction has been completed, are not unduly inconvenienced during construction and development of New/Additional Blocks, the Developer has carved out a passage within the periphery of the said Premises for ingress and egress of men, materials and vehicles, (in short the **“SAID PASSAGE”**) and the Developer alone shall have the right to use and enjoy the same for all purposes connected with the construction and development of the New/Additional Blocks, or otherwise, and the Purchaser shall not object to the same or cause any objection, obstruction, interference, or interruption at any time.

K. The Maintenance Company has been formed for taking over charge of the maintenance, management and affairs of the Housing Complex and in particular the Common Areas and Installations there at from the Developer, and the Purchaser agrees and undertakes to not at any moment of time form their own Association along with the other co-owners of the Housing Complex and shall

Contd. . .

always keep the Maintenance Company, Maintenance In Charge and/or the Developer indemnified with regard thereto. The Developer intends to handover charge of the maintenance, management and affairs of the Housing Complex and in particular the Common Areas and Installations there at to the Maintenance In Charge in due course.

L. The Purchaser has requested the Owners to convey the said Unit in favour of the Purchaser and deliver vacant peaceful possession of the said Unit to the Purchaser thereafter.

M. Accordingly, at the request of the Purchaser, the Owners are now conveying in favour of the Purchaser herein proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Purchaser's Flat is situated **and** the Developer is conveying/granting the said Unit to the extent of the construction thereof in favour of the Purchaser.

N. At or before the execution hereof, the Purchaser has fully satisfied himself as to:

- (i) the rights, title and interest of the Owners to the said Premises and accepted the same to be free from all encumbrances, whatsoever;
- (ii) the rights of the Developer under the Development Agreement;
- (iii) the workmanship and quality of construction of the said Unit and the Housing Complex constructed so far, the structural stability of the Blocks constructed so far and other structures and the various installations and facilities in or for the Housing Complex for the common use and enjoyment;
- (iv) the total area comprised in the said Unit;
- (v) the plans sanctioned and/or to be sanctioned by the Rajpur Sonarpur Municipality and/or any other appropriate authorities and also as regards the validity and all other aspects thereof and the Completion Certificate with regard thereto;
- (vi) the fact that the Additional Land and the Original Land have been amalgamated, resulting in formation of the said Premises, and New/Additional Blocks are being/shall be constructed by the Developer at the said Premises and the flats/units/parking spaces and other constructed areas and spaces and other spaces and

Contd. . .

rights therein or thereabout shall be sold transferred and disposed of by the Developer and the Owners;

- (vii) The scheme of development of the Housing Complex herein envisaged and the fact that the Developer has undertaken development of the said Premises in Phases and all Phases together are to form a single Housing Complex and that all the Common Areas and Installations at all the Phases shall be for the common use of all the co-owners/allottees/unit-holders of the entire Housing Complex and that all the co-owners/allottees/unit-holders shall have the limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of Common Expenses pertaining thereto without having any share/ownership therein till completion of all the Phases and informed by the Developer.
- (viii) The fact that inasmuch as the development of the said Premises having been undertaken by the Developer/Owners in Phases, not all of the Common Areas and Installations may be available for use by the co-owners/allottees of units in the buildings/Blocks at the said Premises till such time the development of all the Phases is completed, and only thereafter shall all the Common Areas and Installations be available for use by the co-owners/allottees of units in common with each other.

I. NOW THIS DEED WITNESSETH that in the premises aforesaid and in consideration of the sum of **Rs.** _____/- (**Rupees** _____) **only**, paid by the Purchaser to the Developer at or before the execution hereof (the receipt whereof the Developer doth hereby as also by the receipt and memo of consideration hereunder written admits and acknowledges) the Owners and the Developer do and each of them doth hereby grants, sells, conveys, transfers, releases, assigns and assures (each of them conveying and transferring their respective rights title and interest) unto and to the Purchaser **All That** the said Unit, as more fully and particularly mentioned and described in the **Second Schedule** hereunder written **Together With** the proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Purchaser's Flat is situated, attributable and appurtenant to the Flat agreed to be purchased by the Purchaser **Together With** the proportionate undivided indivisible impartible variable share in the Common Areas and Installations **Together With** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **And** the reversion or reversions remainder or remainders and the rents issues and

Contd. . .

profits of and in connection with the said Unit **And Together With** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **FIFTH SCHEDULE** hereunder written **TO HAVE AND TO HOLD** the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser's covenants and agreements hereunder contained and on the part of the Purchaser to be observed fulfilled and performed **And Also Subject To** the Purchaser paying and discharging all municipal and other rates taxes and impositions on the said Unit wholly and the Common Expenses proportionately and all other outgoings in connection with the said Unit wholly and the said Premises and in particular the Common Areas and Installations proportionately **Excepting And Reserving** unto the Owners and the Developer and the persons deriving title from them such easements quasi-easements and rights and privileges as set out in the **SIXTH SCHEDULE** hereunder written.

II. THE OWNERS AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows:

- i) The interest which the Owners and the Developer respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the said Unit in the manner aforesaid.
- ii) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owners or the Developer or any of them or any person or persons claiming through under or in trust for them or their respective predecessors **AND** freed and cleared from and against all manner of encumbrances charges trusts liens and attachments whatsoever save only those as are expressly mentioned therein.
- iii) The Owners and the Developer after completion of construction and sale of the entire Housing Complex and unless prevented by fire or some other irresistible force or accident shall at the reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents the title deeds in connection with the said Premises and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

Contd. . .

III. THE PURCHASER DOETH HEREBY COVENANT WITH THE DEVELOPER AND THE OWNERS as follows:

1. The Purchaser so as to bind himself to the Developer and the Owners and the other co-owners and so that this covenant shall be for the benefit of the said Housing Complex and other units therein and every part thereof hereby covenants with the Developer and the Owners and with all the other co-owners that the Purchaser and all other persons deriving title under him shall at all times hereafter observe the terms, conditions, covenants and restrictions set forth herein and also in the Sale Agreement (as modified and/or amended by virtue of the further terms, conditions and covenants herein agreed and mentioned), which are not being repeated herein to avoid prolixity and the same shall apply to these presents mutatis mutandis. In case of any difference or contradiction between the terms hereof and the terms of the Sale Agreement, then the terms hereof shall supersede and prevail.
2. The Purchaser shall not be entitled to raise any dispute against or claim any amount from the Developer or the Owners on account of workmanship or quality of materials or fittings or fixtures used in the said Unit nor on account of any constructional defect in the said Unit.
3. The Purchaser has fully understood the scheme of development of the Housing Complex herein envisaged and is fully aware of the fact that the Developer has undertaken development of the said Premises in Phases and all Phases together are to form a single Housing Complex and that all the Common Areas and Installations at all the Phases shall be for the common use of all the co-owners/allottees/unit-holders of the entire Housing Complex and that all the co-owners/allottees/unit-holders shall have the limited right of common user and enjoyment thereof subject to compliance of the rules and regulations applicable thereto and payment of Common Expenses pertaining thereto.
 - 3.1 The Purchaser is also fully aware of the fact that inasmuch as the development of the said Premises having been undertaken by the Developer/Owners in Phases, not all of the Common Areas and Installations may be available for use by the co-owners/allottees of the units in the buildings/Blocks at the said Premises till such time the development of all the Phases is completed, and only thereafter shall all the Common Areas and Installations be available for use by the co-owners/allottees of the units in common with each other.

Contd. . .

3.2 The Purchaser is also aware of the fact that various plans have been sanctioned from time to time by the concerned authorities and the plans shall also include all fresh sanctions and/or sanctionable modifications of the plans as may be sanctioned from time to time and/or additions and/or alterations thereto as may be made from time to time by the Developer and/or the Owners. The Purchaser has also noted and is aware of the fact that in case additional constructions are sanctioned by the concerned authorities, then the Developer and Owners (as per the arrangement between them) shall be entitled to construct and deal with the same, to which the Purchaser hereby consents. The Purchaser is also aware of the fact and consents and admits that owing to construction of additional floors/areas as hereinbefore contemplated, the proportionate undivided share of the Purchaser in the land underneath the Block (in which the Flat agreed to be purchased by the Purchaser is situated) and in the Common Areas and Installations shall be and/or is likely to stand reduced.

3.3 The Purchaser is also fully aware of the fact and ensures that the residents of the Blocks, of which construction has been completed, are not unduly inconvenienced during construction and development of New/Additional Blocks, the Developer has carved out a passage within the periphery of the said Premises for ingress and egress of men, materials and vehicles and the Developer alone shall have the right to use and enjoy the same for all purposes connected to the construction and development of New/Additional Blocks or otherwise and the Purchaser shall not object to the same or cause any objection obstruction interference or interruption at any time.

3.4 The Purchaser shall not be entitled to make any additions or alterations in the said Unit and if so made by the Purchaser, the Purchaser shall be liable to pay to the Developer, liquidated damages assessed @ Rs. 500/- (Rupees five hundred) only, per sq. ft. of the super built up area of the Flat in which such additions and alterations are made.

3.5 For smooth running and maintenance of the Housing Complex, the Purchaser ensures, agrees and undertakes that the Purchaser shall not at any moment of time form his own Association along with the other co-owners of the Housing Complex and shall keep always the Maintenance Company, Maintenance In Charge and/or the Developer indemnified with regard thereto. The Developer intends to handover charge of the maintenance, management and affairs of the Housing Complex and in particular the Common Areas and Installations there at to the Maintenance In Charge upon completion of the Housing Complex in due course.

Contd. . .

4. As from the Date of Commencement of Liability (as defined in the Sale Agreement as also herein), the Purchaser agrees and covenants:
- a) To co-operate with the other co-owners and the Developer in the maintenance, management and affairs of the Housing Complex and the concerned Block.
 - b) To observe the rules framed from time to time by the Developer and/or the Maintenance Company and upon formation, by the Maintenance In Charge, for quiet and peaceful enjoyment of the Housing Complex as a decent Housing Complex.
 - c) To allow the Developer with or without workmen to enter into the Flat for the maintenance and repairs.
 - d) To pay and bear the Common Expenses and other outgoings and expenses from the Date of Commencement of Liability (as defined in the Sale Agreement as also herein) and also the rates and taxes for and/or in respect of the Housing Complex including those mentioned in the **Fourth Schedule** hereunder written proportionately for the Housing Complex and/or the Common Areas and Installations and wholly for the said Unit.
 - e) Not to sub-divide the Flat and/or the parking space or any part or portion thereof.
 - f) Not to do any act deed or thing or obstruct the present or future construction and completion of the Housing Complex or the Block in any manner whatsoever notwithstanding any inconvenience in the Purchaser's enjoyment of the Flat.
 - g) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the Housing Complex or the Block and/or compound or any portion of the Housing Complex or the Block.
 - h) Not to store or bring and allow to be stored or brought in the Flat any goods of hazardous or combustible nature or which are so heavy so as to affect or endanger the structure of the Block or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner, whatsoever.
 - i) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the Block or any part thereof.

Contd. . .

j) Not to fix or install air conditioner in the Flat save and except at the places, which have been specified in the Flat for such installation.

k) Not to do or cause anything to be done in or around the Flat which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of the Flat or adjacent to the Flat or in any manner interfere with the use, right and enjoyment thereof or any passage or amenities available for common use.

l) Not to damage or demolish or cause to be damaged or demolished the Flat or any part thereof or the fittings affixed thereto.

m) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences of external doors and windows including grills of the Flat which in the opinion of the Developer or the Association differs from the colour scheme of the Housing Complex or the Block or deviation of which in the opinion of the Developer or the Association may affect elevation in respect of the exterior walls of the Block.

n) Not to install grills the designs of which have not been suggested or approved by the Developer.

o) Not to make in the Flat any structural addition and/or alteration and/or damage such as beams, columns, partition walls etc.

p) Not to fix or install any antenna on the roof or terrace of the Block nor shall fix any window antenna not entitled for any connection of his own excepting that the Purchaser shall be entitled to avail of the cable connection facilities to be provided by the Developer to the Purchaser and also the other owners of the flats in the Housing Complex at their cost. The Purchaser shall not be entitled to obtain any other cable connection or DTH services other than that provided by the Developer in the Housing Complex.

q) Not to use the Flat or permit the same to be used for any purpose whatsoever other than residential purpose save and except Flat No. A on the ground floor of Block No. 5 and Flat Nos. A and D on the ground floor of Block No. 6, 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 Housing Complex or to the owners and occupiers of the neighbouring

Contd. . .

properties or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating and Catering Place, Dispensary or a meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking space, if allotted, anything other than private motor car or motor cycle and shall not raise or pull up any kutcha or pucca construction grilled wall/enclosures thereon or parts 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 parking space.

r) Not to use the allocated parking space(s) or permit the same to be used for any other purpose whatsoever other than parking of his own car/cars/two wheeler/s.

s) Not to park car/two wheeler in the pathway or open space of the Housing Complex or at any other place save and except the space allotted and purchased by the Purchaser and shall use the pathways as would be decided by the Developer.

t) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or may be visible to the outsiders.

u) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Block save a letter box at the place in the ground floor as may be expressly approved or provided by the Developer and a decent nameplate outside the main gate of his Flat.

v) Not to alter the outer elevation of the Block or any part or portion thereof nor decorate the exterior of the Block otherwise than in the manner agreed by the Developer, Maintenance Company and/or the Maintenance In Charge in writing or in the manner as near as may be in which it was previously decorated.

w) Not to bring in any contractor or any labour or mason of his own without the written consent of the Developer into the Housing Complex so long as the Housing Complex is not completed fully and made over by the Developer.

x) To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the Maintenance In

Charge and after it's incorporation to comply with and/or adhere to the building rules and regulations of such Maintenance In Charge.

y) To use the common areas, installations only to the extent required for ingress to and egress from the Flat of men and materials and passage of utilities and facilities.

z) To keep the common areas, open spaces, parking areas, paths, passages, gardens, staircases, lobbies, 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 Housing Complex or the Block.

aa) Not to claim any right whatsoever or howsoever over any other flats or portions or roof in the Housing Complex or Block save the Flat.

bb) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other flats in the Block.

cc) Not to let out transfer or part with the possession of the parking space, if the right of parking car/two wheeler is granted hereunder, independent of the Flat 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 Flat to any other co-owner of the Housing Complex and none else.

dd) Maintain at his own costs, the Flat in the same good condition state and order in which the same be delivered to the Purchaser 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, Rajpur Sonarpur Municipality, WBSEDCL and/or any statutory authority and/or local body with regard to the user and maintenance of the Flat as well as the user operation and maintenance of the lift, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the Housing Complex or the Block and to make such additions and alterations in or about or relating to the Flat as may be required to be carried out by them or any of them, independently or in common with the other co-owners as the case may be without holding the Developer in any manner liable or responsible there for and to pay all costs and expenses there for wholly or proportionately as the case may be and to be

Contd. . .

answerable and responsible for deviation or violation of any of its conditions or rules or bye-laws and shall indemnify and keep the Developer saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that it may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchaser.

ee) To apply for and obtain at his own costs separate assessment and mutation of the Flat in the records of the Rajpur Sonarpur Municipality, and the Developer and the Owners shall give their consent for the same.

ff) Not to make and/or cause to be made or permit any disturbing noises or create nuisance in the Housing Complex or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers. Not to play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television loud speaker in such flat if the same shall disturb or annoy other occupants of the Block. Not to give vocal or instrumental instruction at any time in order to reduce sound emanating from a flat.

gg) No article shall be allowed to be placed in the halls or on the staircase landings or fire towers nor shall anything be hung or shaken from the floor, stair windows, terraces or balconies or placed upon the window sills of the Block. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developer.

hh) No shades, awnings, window guards, ventilators or air conditioning devices shall be used in or about the Block excepting such as shall have been approved by the Developer.

ii) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the Block except such as shall have been approved by the Developer nor shall anything be projected out of any window of the Block without similar approval.

jj) Water-closets and other water apparatus in the Flat 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 flat-owner in whose flat it shall have been caused.

kk) No bird or animal shall be kept or harboured in the common areas of the Block. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Block unless accompanied.

ll) No bird or animal shall be either killed, slaughtered, or offered in sacrifice, for any religious, communal, social, cultural, or for any other purpose whatsoever, in any visible part or portion of the Flat, open and covered two wheeler/car parking spaces/areas, any other open or covered spaces and areas, or in any part or portion of the Housing Complex.

mm) No radio or television aerial shall be attached to or hung from the exterior of the Flat.

nn) Garbage and refuse from the Flat shall be deposited in such place only in the Block or the Housing Complex and at such time and in such manner as the Developer, Maintenance Company and/or the Maintenance In Charge of the Housing Complex may direct.

oo) These house rules may be added to, amended or repealed at any time by the Developer, Maintenance Company and after formation, by the Maintenance In Charge.

5. In the event the Purchaser has been allotted any car parking space within the Housing Complex, then the Purchaser shall be bound and obliged to observe fulfill and perform the following terms and conditions:

(i) The Purchaser shall use the parking space only for the purpose of parking of his own small motor car/two wheeler and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one small motor car/two wheeler according to the allotment letter/Sale Agreement thereat;

(ii) The Purchaser shall not be entitled to transfer or assign such parking space or allow or permit any one to use the same as tenant, lessee, caretaker, licensee or otherwise or part with possession of the same, independent of the said Unit, to any person **save and except** to any other co-owner/Unit-Holder in the Housing Complex;

(iii) The Purchaser shall not make any construction of any nature whatsoever in or around the parking space or any part thereof nor cover

such parking space by erecting walls/barricades etc., of any nature whatsoever;

(iv) The Purchaser shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the Housing Complex or any other portion of the said Premises save at the allotted parking space;

(v) The Purchaser shall observe fulfill and perform all terms, conditions, stipulations, restrictions, rules, regulations etc., as may be made applicable from time to time by the Developer, Maintenance Company and thereafter the Maintenance In-Charge with regard to the user and maintenance of the parking spaces, in the Housing Complex;

(vi) The Purchaser shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such parking space if and as applicable, and shall indemnify and keep saved harmless and indemnified the Developer and the Owners, the Maintenance Company and the Maintenance In Charge with regard thereto;

6. As a matter of necessity, the Purchaser in using and enjoyment of the Flat and the Common Areas and Installations binds himself and covenants to observe fulfill and perform the rules, regulations, obligations, covenants and restrictions as may be made applicable from time to time for the quiet and peaceful use enjoyment and management of the Housing Complex by the Developer, Maintenance Company and/or the Maintenance In Charge appointed by the Developer, and in particular the Common Areas and Installations and other Common Purposes.

6.1 The Purchaser shall regularly and punctually pay to the Developer, Maintenance Company and thereafter to the Maintenance In Charge with effect from the Date of Commencement of Liability, the amount of expenses and outgoings as are mentioned and contained in the **Fourth Schedule** hereunder written including, inter alia, the following:

i) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Flat directly to the Rajpur Sonarpur Municipality, Provided That so long as the Flat is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Developer, Maintenance Company and thereafter to the

Contd. . .

Maintenance In Charge, proportionate share of all such rates and taxes assessed on the Housing Complex.

- ii) All other taxes, 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 Flat or the Housing Complex as a whole and whether demanded from or payable by the Purchaser to the Developer and the same shall be paid by the Purchaser wholly in case the same relates to the Flat and proportionately in case the same relates to the Housing Complex/said Premises as a whole.
- iii) Electricity charges for electricity consumed in or relating to the Flat and until a separate electric meter is obtained by the Purchaser for his flat, the Developer shall provide a reasonable quantum of power in the Flat from its existing sources and the Purchaser shall pay electricity charges to the Developer based on the reading shown in the sub-meter provided for the Flat at the rate at which the Developer shall be liable to pay the same to the WBS&EDCL.
- iv) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) hereunder written payable to the Developer, Maintenance Company and thereafter to the Maintenance In Charge, from time to time as may be and in the manner as may be determined.
- v) All penalty, surcharge, interest, cost, 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 the WBS&EDCL from its consumers for delay in payment of its bills) to the Developer, Maintenance Company and thereafter to the Maintenance In Charge.

6.2 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the seventh day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 (seven) days of demand being made by the Developer and/or the Maintenance Company thereafter the Maintenance In Charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the

Contd. . .

Flat or in the letter box in the ground floor of the Block earmarked for the Flat.

- 6.3** The Developer shall have at its own discretion, after sale of all the Units in the Housing Complex or earlier at the Developer's sole discretion, cause formation of the Maintenance In Charge for the purpose of taking over charges of the acts relating to the Common Purposes and for the purpose of maintenance and management of the Housing Complex and in particular the Common Areas and Installations, having such rules and regulations framed as may be deemed proper and necessary by the Developer.
- 6.4** The Purchaser agrees and covenants to become a member of the Maintenance In Charge, upon its formation, without raising any objection whatsoever and also abide by all the rules and regulations, restrictions and bye-laws as framed and/or made applicable by the Developer, Maintenance Company and/or the Maintenance In Charge for the Common Purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Maintenance In Charge and to do all the necessary acts, deeds and things.
- 6.5** As on date, the Developer intends to enter into an agreement with the Maintenance Company, laying down therein the terms, conditions, covenants and restrictions for the maintenance management user and enjoyment of the Housing Complex and in particular the Common Areas and Installations and the Purchaser agrees and covenants to abide by and honour the same and also to ratify and confirm the same upon the same being entered into between the Developer and the Maintenance Company and the same is and shall be deemed to be a covenant running with the land. The Purchaser hereby agrees and covenants to abide by the terms, conditions covenants as may be imposed by the Maintenance Company.
- 6.6** For compliance of all or any of the obligations of the Purchaser contained in Clauses 6.4 and 6.5 herein above, the Purchaser doth hereby appoints the Developer as his Constituted Attorney.
- 6.7** Till the time of the formation of the Maintenance In Charge and its taking over the charges of the acts relating to the Common Purposes, the Developer and/or the Maintenance Company shall look after the Common Purposes and the Purchaser undertakes to regularly and punctually pay to the Developer and/or the Maintenance Company, the

Contd. . .

maintenance charges and other amounts payable by the Purchaser hereunder.

- 6.8** So long the Developer and/or the Maintenance Company authorized by the Developer is managing and maintaining the Housing Complex, the Purchaser shall not hold the Developer and/or the Maintenance Company liable for rendering any accounts or explanation of any expenses incurred by the Developer and/or the Maintenance Company in its acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Developer and/or the Maintenance Company responsible to furnish any accounts, vouchers, bills, documents etc. in any manner and the Purchaser shall remain liable to indemnify and keep indemnified the Developer and/or the Maintenance Company for all liabilities due to non-fulfillment of the obligations contained herein by the Purchaser.
- 6.9** Upon formation of the Maintenance In Charge and upon sale of all the flats in the Housing Complex or earlier at the sole discretion of the Developer, the Developer shall transfer to the Maintenance In Charge all its rights responsibilities and obligations with regard to the Common Purposes (save those expressly reserved by the Developer hereunder or so intended to be or so desired by the Developer hereafter) whereupon only the Maintenance In Charge shall be entitled thereto and obliged there for. All reference to the Developer with regard to the Common Purposes shall thenceforth be deemed to be reference to the Maintenance In Charge.
- 6.10** At the time of handing over the charge to the Maintenance In Charge, after completion of the Housing Complex, the Developer shall also transfer the residue then remaining of the deposit made by the Purchaser under the Sale Agreement after adjusting all amounts then remaining due and payable by the Purchaser and the amounts thus transferred shall be held by the Maintenance In Charge to the account of the co-owners respectively for the purpose thereof. The Purchaser shall not be entitled to raise any dispute and/or query with regard to the residue amount transferred by the Developer or the Maintenance Company to the Maintenance In Charge, nor shall be entitled to ask for accounts from the Developer or the Maintenance Company in that regard.
- 6.11** Furthermore, with effect from the date of formation of the Maintenance In Charge and its taking charges of acts relating to the Common Purposes, all the employees of the Developer and/or the Maintenance Company having appointment as on such date for the Common Purposes such as watchmen, security men, caretaker, sweeper, plumber etc. shall

Contd. . .

be employed and/or absorbed by the Maintenance In Charge with continuity of service with effect from such date.

6.12 In case, due to any reason whatsoever, the formation of the Maintenance In Charge becomes unfeasible or not practicable or impossible, then the Developer may in its absolute discretion award the job of managing and maintaining the Housing Complex to any third person or party under any contract or agreement or otherwise and on such terms and conditions as the Developer may agree with such person or party and the Purchaser shall abide by and honour the same and the same is and shall be deemed to be a covenant running with the land.

6.13 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Developer, Maintenance Company and thereafter the Maintenance In Charge, interest at the rate of 24% per annum on all the amounts in arrears and without prejudice to the aforesaid, the Developer, Maintenance Company and thereafter the Maintenance In Charge shall be entitled to:

- i)** Discontinue the supply of electricity to the Flat.
- ii)** Withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and his family members, servants, visitors, guests, tenants, licensees and/or the Flat.
- iii)** To demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Flat.

6.14 The Purchaser shall abide by all rules and regulations as shall be made from time to time by the Developer, Maintenance Company and thereafter the Maintenance In Charge relating to and/or concerning the use of the said Unit, Parking Space and the Common Areas and Installations in the Housing Complex and the said Premises without any objection denial or dispute whatsoever.

7. The Purchaser shall apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of the Rajpur Sonarpur Municipality.

8. Purchaser's acknowledgements, covenants and assurances:

8.1 The Purchaser shall not cause any objection, obstruction, interference, or interruption at any time hereafter in the construction or completion of construction of or in the Housing Complex or other parts of the said Premises, including the Additional Blocks/Constructions to be constructed by the Owners and/or the Developer as elsewhere stated herein (notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) nor do anything whereby the construction or development of the Housing Complex or the said Premises, including the Additional Blocks/Constructions to be constructed by the Developer as elsewhere stated herein, or the sale or transfer of the other Units and other areas and spaces in the Housing Complex and the said Premises, including the Additional Blocks/Constructions to be constructed by the Developer as elsewhere stated herein, is in any way interrupted or hindered or impeded with and if due to any act or deed of the Purchaser, the Owners or the Developer are restrained from construction or development of the Housing Complex or the said Premises, including the Additional Blocks/Constructions to be constructed by the Developer as elsewhere stated herein, or in the sale or transfer of the other Units and other areas and spaces in the Housing Complex and the said Premises, including the Additional Blocks/Constructions to be constructed by the Developer as elsewhere stated herein, then and in that event, without prejudice to such other rights the Owners or the Developer may have, the Purchaser shall be liable to compensate and also indemnify the Owners and the Developer for all losses, damages, costs, claims, demands, actions and proceedings suffered or incurred by the Owners and/or the Developer as may be determined by them or any of them. For all or any of the purposes aforesaid, the Purchaser shall fully co-operate with the Owners and the Developer with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as may be required by the Owners or the Developer from time to time.

8.2 Save the said Unit, the Purchaser acknowledges that the Purchaser has no claim nor shall make claim of any right, title, or interest whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or open spaces at the said Premises/Housing Complex.

Contd. . .

- 8.3** The Purchaser shall not claim any right over and in respect of any open land at the said Premises (including side and back open spaces) or in the parking areas or any other open or covered areas of the Housing Complex and the said Premises reserved or intended to be reserved by the Owners and/or the Developer for the exclusive use and enjoyment of themselves or any other person/body and not meant to be a common area or portion (including for setting up and/or installation of Multi Level Car Parking thereat) and not to obstruct any development or further development or additional construction which may be made by the Owners and/or the Developer thereat or on any part thereof. The Purchaser shall also not claim any right over and in respect of or object to the various rights, properties, benefits, advantages and privileges reserved by the Owners and/or the Developer as dealt with herein below.
- 8.4** The Purchaser shall not be entitled to raise any objection and make any grievance for the disturbance and annoyance caused, if any, due to such constructional activities for the said construction of additional areas and/or building/s and shall also not be entitled to claim any compensation in that regard, either individually or collectively.
- 8.5** The Purchaser is aware and agrees and covenants not to raise any objection for extension of the Housing Complex, either vertically or horizontally in the contiguous lands in future wherein all the provisions of common facilities such as roads, gates, drainage, ingress and egress, sewage, underground reservoir, pumps, clubs, gym, community hall, playgrounds and other amenities shall all be part of a common integrated development. At or before entering into the Sale Agreement, the Developer has made known to the Purchaser that the Developer may from time to time add/attach or cause to be added/attached further areas and/or lands to the said Premises and such additions/areas and/or building/buildings to be constructed will be entitled to all facilities, utilities and/or amenities and/or common areas available to the flat purchasers in the Housing Complex and that all the flat purchasers and/or occupants of the building and/or buildings constructed, erected and completed on the said additional area shall be entitled to have free ingress and egress from all pathways, passages and roads forming part of the Housing Complex, for which the Purchaser herein shall extend all co-operation and also ensure that the residents of the Blocks, of which construction has been completed, are not unduly inconvenienced during construction and development of New/Additional Blocks, the Developer has carved out a passage within the periphery of the said Premises for ingress and egress of men materials and vehicles, being the said Passage, and the Developer alone shall have the right to use and enjoy the same for

Contd. . .

all purposes connected with the construction and development of New/Additional Blocks or otherwise and the Purchaser shall not object to the same or cause any objection, obstruction, interference, or interruption at any time.

9. Rights of the Developer and/or the Owners: Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:

- (a) The Owners and/or the Developer shall always be entitled to construction and completion of construction of or in the Housing Complex or other parts of the said Premises, including the Additional Blocks/Constructions to be constructed by the Owners and/or the Developer (notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) and to sell, convey, transfer, or otherwise deal with or dispose of all the Units and other areas and spaces in the Housing Complex and the said Premises, including the Additional Blocks/Constructions to be constructed by the Developer and the Purchaser shall fully co-operate with the Owners and the Developer with regard thereto and sign, execute and deliver all papers, documents, instruments, writings, consents, no objections etc., as may be required by the Owners or the Developer from time to time.
- (b) Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood that the Developer and/or the Owners shall be exclusively entitled to all future horizontal and vertical exploitation of the Housing Complex and the said Premises lawfully, including construction of the Additional Blocks/Constructions as elsewhere herein stated and/or by way of raising further storey or stories on the roofs for the time being thereof (including the Additional Blocks/Constructions) and to do all acts deeds and things and make all alterations and connections (including to connect and make available all existing utilities facilities and amenities available at the said Premises, including those mentioned in the **Third Schedule** hereunder written, to the new constructions) as may be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell, transfer the same to any person on such terms and conditions as the Developer and/or the Owners in their absolute discretion may think fit and proper and the proportionate share of the Purchaser in the land underneath the concerned Block in unlikely event and also in the Common Areas and Installations shall also stand reduced owing to such construction, but

Contd. . .

the Purchaser may not raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction or abatement of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Developer and/or the Owners on account thereof and furthermore the Purchaser shall fully cooperate with the Developer and/or the Owners and sign, execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Developer and/or the Owners.

- (c)** The Developer and/or the Owners shall always be entitled to set up or allow any person or body to set up at any time mechanised or masonry parking on any part of the land/open space of the said Premises and to use, enjoy, hold, sell, transfer, let out, lease out, transfer, or otherwise dispose of the same to any person or persons in whole or in parts and in such manner or conditions (including by way of permanent user or user on hourly, daily, weekly, monthly or yearly basis) as the Developer and/or the Owners may deem fit and proper.
- (d)** The Developer and/or the Owners shall be at liberty to cause to be changed the occupancy group in respect of any Unit (other than the said Unit sold/transferred to the Purchaser) in the Housing Complex and to own, use, enjoy and/or transfer the same as per such sanctioned occupancy group without any hindrance, obstruction, objection, or claim by the Purchaser.
- (e)** The Developer and/or the Owners shall have the right to grant to any person the exclusive right to park car in or at the parking spaces or otherwise use and enjoy for any other purposes, any of the flats, the side, front and back open spaces surrounding the Blocks at the said Premises (including the Additional Blocks/Constructions) and also the covered spaces in the ground floor of the Blocks/said Premises in such manner as the Developer and/or the Owners shall in their absolute discretion think fit and proper.
- (f)** The proportionate share of the Purchaser in various matters referred to herein shall be such as may be determined by the Developer and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (g)** Save the said Unit, the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units

Contd. . .

and spaces or constructed areas of the Housing Complex/said Premises or parking spaces at the said Premises or other open and covered spaces at the said Premises and the Housing Complex and the Developer and/or the Owners shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Developer and/or the Owners, in their absolute discretion, shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Developer and/or the Owners exclusively.

- (h)** It is expressly agreed understood and clarified that the Developer and/or the Owners shall be absolutely entitled to enter into any agreement or arrangement with the owners of any adjoining properties on such terms as may be agreed with the owners of such adjoining properties (including by way of purchase of the same or by joint development/venture or otherwise as the Developer and/or the Owners may deem fit and proper). In such event, such additional land added on to the said Premises shall increase the scope and ambit of the development envisaged by the Owners and the Developer and the proportionate share of the Purchaser in various matters may stand varied owing to such additional land/development and the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction or abatement of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Developer/Owners on account thereof and furthermore the Purchaser shall fully cooperate with the Developer and the Owners and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Developer and/or the Owners.
- (i)** The Developer and/or the Owners may in their absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining/contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises, and the Purchaser hereby consents to the same.

Contd. . .

- 9.1** The Purchaser doth hereby agrees, acknowledges and consents to the rights title and interest of the Developer and/or the Owners under Clause 9 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute, objection, hindrance, obstruction, or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Developer and/or the Owners and/or persons deriving title or authority from the Developer and/or the Owners and shall not have nor claim any right of user or enjoyment in any manner whatsoever in respect thereof.
- 10.** The properties and rights hereby sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Developer in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 11.** If at any time hereafter, there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises and/or the Housing Complex as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 days of a demand being made by the Developer or the Owners, as applicable, without raising any objection thereto.
- 12.** The Housing Complex shall bear the name '**Prudent Prana**' and none else unless changed by the Developer and/or the Owners.
- 13.** These presents supersede all other agreements, arrangements, understandings, brochures etc.
- 14.** The Purchaser individually or along with the other co-owners will not require the Owners or the Developer to contribute the proportionate share of the Common Expenses/maintenance charges of the flats which are not alienated or agreed to be alienated by the Owners or the Developer notwithstanding the Owners or the Developer being co-owners in respect thereof.
- 15.** Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover

sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

THE FIRST SCHEDULE ABOVE REFERRED TO:

“SAID PREMISES”

ALL THAT the piece and parcel of bastu land measuring **415.282 decimals**, be the same a little more or less, situate, lying at and being L. R. Dag Nos. 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1758, 1759, 1760, 1761, 1762, 1767, 1769, 1770, 1771, 1772, 1773, 1774 and 1775 corresponding to R. S. Dag Nos. 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1186, 1187, 1188, 1189, 1190, 1193, 1195, 1196, 1197, 1198, 1199, 1200 and 1201, recorded in L. R. Khatian Nos. 2735, 2737, 2746, 2731, 2729, 2743, 2730, 2733, 2742, 2738, 2740, 2728, 2734, 2725, 2741, 2744, 2736, 2732, 2759, 1780, 1781 and 1005 all in Mouza Sripur Bagherghole, J. L. No. 59, Pargana-Magura, Touzi No. 1, comprised in Holding No. 272, Sripur Bagherghole ‘A’, P. S. Sonarpur & A.D.S.R. Garia, under Rajpur Sonarpur Municipality, Ward No. 33, District South 24 Parganas, Kolkata – 700 103 and butted and bounded in the manner following that is to say:

ON THE NORTH: By R. S. Dag Nos. 1194, 1195, 1197, 1202, 1204, 1205, and 1206;

ON THE EAST: By R. S. Dag Nos. 1179, 1178(P), 1187(P), 1185, 1188(P) and 1190(P) and Boral Main Road;

ON THE WEST: By R. S. Dag Nos. 1155, 1168, 1200(P), 1201(P) and 2093 and

ON THE SOUTH: By R.S. Dag No. 1193(P), 1179, and Mouza Bonhooghly

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

THE SECOND SCHEDULE ABOVE REFERRED TO:

“SAID UNIT”

PART - I

“FLAT”

ALL THAT the **Flat No.**_____ on the _____ **floor** of **Block No.** _____ of the Housing Complex namely ‘**Prudent Prana**’, containing by admeasurement super built up area of _____ **sq. ft.**, be the same a little more or less, as shown on the map or plan annexed hereto bordered in **RED** colour thereon **TOGETHER WITH** the proportionate undivided, impartible share and/or right, title and interest in the land underneath the Block No. 5, attributable to the flat.

Contd. . .

PART - II**“SAID PARKING SPACE”**

ALL THAT the right to use _____ car parking space preferred by the Purchaser, which shall be allotted by the Developer at a later date.

THE THIRD SCHEDULE ABOVE REFERRED TO:**PART - I****“COMMON PARTS, PORTIONS, AREAS AND INSTALLATIONS IN THE HOUSING COMPLEX”**

1. Entrance and exit gates of the Block and the Housing Complex.
2. Paths passages and open spaces in the Housing Complex other than those reserved by the Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Developer for use of any other co-owner of any flat in the Block/Housing Complex.
3. Entrance lobbies in the ground floors of the Blocks.
4. Driveway in the ground floor of the Housing Complex.
5. Staircases of the Blocks along with their full and half landings with both stair cover on the ultimate roof.
6. Lift with lift shafts and the lobbies on typical floors and lift machine rooms and the stair leading to the roof thereof of the concerned Block.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pumps and for supply of power in the Flat to the extent of quantum mentioned herein and/or in the other flats during power failure and generator room in the Housing Complex.
8. Electrical wiring and fittings and fixtures for lighting the staircases, lobbies and landings and operating the lifts and separate electric meter/s and meter room in the ground floor.
9. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats of the concerned Block.
10. Water waste and sewerage evacuation pipes from the flats to drains and sewers common to the Block and from the Block to the municipal drain.

Contd. . .

11. Common toilets with W. C. on the ground floor.
12. Room for durwan/security guard, caretaker's office on the ground floor of the Housing Complex.
13. Requisite arrangement of Intercom with connections to each individual flat.
14. Boundary walls.
15. Fire Fighting System/Control Room.
16. Air-conditioned community hall.
17. Club.
18. Swimming Pool.
19. Kids' Pool.

PART - II

“SPECIFICATIONS AND AMENITIES”

SPECIFICATIONS:

Foundation:	Earthquake Resistant RCC-framed structure with anti-termite treatment
Wall finish:	Interior - Brickwork with Plaster of Paris
	Exterior- High quality weatherproof cement/textured paint
Flooring:	Bedrooms – Vitrified tiles
	Living/Dining – Vitrified tiles
Kitchen:	Flooring – Anti skid Ceramic tiles
	Granite counter
	Stainless steel sink
	Dado of ceramic tiles up to 2 ft. above the counter
	Electrical points for Refrigerator, Aquaguard, Exhaust fan & Microwave Oven
	Provision for exhaust
Toilet:	Flooring – Ceramic tiles
	Toilet Walls – Ceramic tiles on the walls up to door height
	Sanitary ware of Parryware/Hindware or equivalent make
	CP fittings of ESSCO/ESS ESS/Jaguar or equivalent make
	Electrical point for Geyser
	Plumbing provision for Hot/Cold Water line

Contd. . .

Doors & Windows:	Door frame – treated wood
	Main Door – laminated flush doors
	Main Door Fittings – Godrej or equivalent make night-latch with eyepiece & handle
	Internal Bedroom Doors – Flush door enamel painted with Mortice lock
	Toilet Doors – laminated inside & enamel painted outside
	Windows – Powder coated Aluminum Sliding/Swing windows with glass panes
	Integrated window MS Grill mandatory at extra cost
Electricals :	Modular switches of reputed brands
	AC points in all bedrooms
	Necessary electric points/switch boards in all bedrooms, living/dining, kitchen & toilets
	Cable TV points in living/dining & all bedrooms
	Telephone line in living/dining
	Concealed copper wiring with Central MCB of reputed brands
	Door bell point at the main entrance door
Common Lighting:	Overhead illumination for compound and street lighting
	Necessary illumination in all lobbies, staircases & common areas
Lifts, Stairs & Lobbies	Lifts of reputed make/Johnson
	Stairs & Floor Lobbies – Mosaic
	Entrance – Ground floor lobby of each block, combination of marble, granite tiles
24x7 Security & Fire Prevention	Surveillance facility with CCTV in ground floor lobby
	Intercom facility
	Fire fighting system as per norms
	Generator Back up (1BHK – 400 Watts, 2BHK – 750 Watts and 3BHK – 1000 Watts mandatory at extra cost)

AMENITIES:

1. Outdoor Play Area
2. A. C. Gymnasium
3. Indoor Games Room

Contd. . .

4. A. C. Community Hall
5. Doctor's parking
6. 24 hour water supply
7. 24 x 7 security services along with modern security arrangements like CCTV, Intercom etc.
8. Fire fighting systems
9. Combined underground reservoir and pump house
10. Water treatment plant
11. Sewerage treatment plant
12. Rain water harvesting
13. Common toilets
14. Manicured open green space
15. Children's play area
16. Generator Backup for common areas & services
17. Montessori School

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
"COMMON EXPENSES"**

1. MAINTENANCE: All costs, charges 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 Block and other saleable spaces in the Housing Complex, main entrance and exit gates, landings and staircases of the Block and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls of the land, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired condition.

2. OPERATIONAL: All costs, charges and expenses for running and operating all machinery, equipment and installations comprised in the Common Areas and Installations (including lift, water pump with motor, generator,

Contd. . .

firefighting equipment and accessories, security systems deep tube well etc.) and also the costs of repairing, renovating and replacing the same, irrespective of whether the same are used by the Purchaser or not.

3. 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, administration persons, accountant, clerk, gardeners, sweepers, liftman, etc.) including their bonus and other emoluments and benefits.

4. ASSOCIATION: Establishment and all other expenses of the Maintenance In Charge and also similar expenses of the Developer or any agency looking after the Common Purposes, until handing over the same to the Maintenance Company.

5. TAXES: Municipal and other rates, taxes and levies and all other outgoings, including enhancement thereof, if any, in respect of the Housing Complex (save those assessed separately in respect of any flat).

6. COMMON UTILITIES: Costs, charges and expenses for serving/supply of common facilities and utilities and all costs and charges incidental thereto.

7. CLUB CHARGES: To be decided later on by the Developer/Maintenance Company.

8. RESERVES: Creation of funds for replacement, renovation and/or other periodic costs, charges and expenses.

9. OTHER: All other costs, charges and expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Maintenance Company for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

“EASEMENTS”

1. The Purchaser shall be entitled to all rights privileges vertical and lateral easements quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit as usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto **Excepting And Reserving** unto the Owners and/or the Developer and/or other occupiers of the Housing Complex and the Maintenance In Charge the rights easements quasi easements privileges and appurtenances hereinafter more fully and particularly set forth in the **Sixth Schedule** hereunder written.

Contd. . .

2. The right of access and way in common with the Owners and/or the Developer and/or other occupiers of the Housing Complex at all times and for all normal residential purposes connected with the common use and enjoyment of the Common Areas and Installations.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Unit **Provided Always** and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under him or his servants agents and invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Owners and/or the Developer and/or other occupiers of the Housing Complex and the Maintenance In charge entitled to such way as aforesaid.
4. The right of protection of the said Unit by and from all parts of the Housing Complex so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity water and waste or soil from and to the said Unit through pipes drains wires and conduits lying or being in under through or over the other parts of the Housing Complex so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.
6. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Housing Complex solely and strictly for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid and also for the purpose of rebuilding, repairing, replacing, or cleaning any part or parts of the Housing Complex and the Common Areas and Installations insofar as such rebuilding, repairing, replacing, or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty eight hours' previous notice in writing of his intention so to enter to the Owners and/or the Developer, Maintenance Company and/or the Maintenance In Charge and/or the occupier of the Housing Complex affected thereby.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Easements excepted out of the sale and reserved for the Owners and/or the Developer and persons deriving title through or under them)

The under mentioned rights easements quasi easements and privileges appertaining to the Housing Complex and the said Premises shall be excepted

Contd. . .

and reserved for the Owners and/or the Developer and/or the Maintenance In charge and/or the other occupiers of the Housing Complex:

1. The right of access and way in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Housing Complex at all times and for all purposes connected with the use and enjoyment of the Common Areas Installations and Facilities.
2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water and waste or soil from and to any part (other than the said Unit) of the other part or parts of the Housing Complex through pipes drains wires conduits lying or being in under through or over the said Unit and all other parts of the Housing Complex as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Housing Complex.
3. The right of protection of other part or parts of the Housing Complex by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Housing Complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary such pipes drains wires and conduits as aforesaid **Provided Always** that except in emergent situation the Owners, the Developer, the Maintenance Company and/or the Maintenance In Charge and the occupiers of the other part or parts of the Housing Complex shall give to the Purchaser a prior forty eight hours' written notice of its or their intention for such entry as aforesaid.

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

SIGNED SEALED AND DELIVERED on behalf of the **OWNERS** by their Constituted Attorney, **Sri Anshul Khaitan**, at Kolkata in the presence of:

- 1.

Contd. . .

2.

SIGNED SEALED AND DELIVERED on behalf of the **DEVELOPER** by its Authorised Signatory, **Sri Anshul Khaitan**, pursuant to the Board Resolution dated 31st May, 2017, at Kolkata in the presence of:

1.

2.

SIGNED SEALED AND DELIVERED by the **PURCHASER** at Kolkata in the presence of:

1.

2.

Drafted by me.

Mayank Kakrania
Advocate, High Court, Calcutta,
10, Old Post Office Street,
Right Wing, 1st Floor, Room No. 34A,
Kolkata – 700 001.
Enrolment No. WB/1287A/99

Contd. . .

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs.** _____/- **(Rupees** _____) **only**, being the full consideration money payable to the Developer herein, as per the memo of consideration written herein below:

Paid by the Purchaser by several cheques on various dates in favour of the Developer.
_____/-

Total: Rs.

(Rupees _____) only.

W I T N E S S E S:

1.

2.

D E V E L O P E R

Contd. . .