

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____(Month), 20____.

By and Between

VENDORS¹:

(1) **PRAMOD GUPTA** son of late Prahlad Gupta residing at Flat No 3C, Block-9 Diamond City North 68 Jessore Road, Kolkata- 700055, Police Station Dum Dum, Post Office Bangur, having PAN ADMPG0113H
(2) **SANJAY GUPTA** son of late Prahlad Gupta residing at 5, B. K. Paul Avenue, Kolkata – 700005 Police Station Jorabagan, Post Office Hatkola, having PAN ADTPG6566H represented by their Constituted Attorney _____; hereinafter referred to as the “**Vendors**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs executors administrators legal representatives and/or assigns) of the **FIRST PART**;

AND

ASPIRA DEVELOPERS LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at Room No. 703-704, 7th Floor, Gate No. 4, “Poddar Court”, 18, Rabindra Sarani, Post Office Bowbazar, Police Station - Bowbazar, Kolkata -700001, (having PAN ABHFA2789C), represented by its Authorized Representative Mr. _____ (Aadhaar No. _____) authorized vide resolution dated _____; hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

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

[OR]

[If the Purchaser is a partnership]

¹ Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

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

[OR]

[If the Purchaser is an Individual]

Mr. / Ms. _____ (Aadhaar No. _____) son/daughter of _____ aged about _____, residing at _____ (PAN _____),

hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____),

hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns)

of the **THIRD PART**.

(Please insert details of other Purchaser(s) in case of more than one Purchaser)

AND

_____ an Association registered under the West Bengal Apartment Ownership Act, 1972 and having its office at _____ and represented by _____ hereinafter referred to as "**the Association**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest) of the **FOURTH PART:****

***{Note : Making of Association as a party is subject to the Association being registered at the material time. If no Association is formed, several provisions in the format deed in connection with Association will undergo changes}*

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

I. Definitions - For the purpose of this Deed for Sale, unless the context otherwise requires,-

- (a) **"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) **"Rules"** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) **"Regulations"** means the Regulations 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **"Section"** means a section of the Act.

II. WHEREAS:

- A. The Vendors are the full and lawful owners of lands admeasuring 2654.207 Square Metre or 01 Bigha 19 Cottah 10 Chittacks 40 Square feet more or less on survey and actual measurement, situate lying at and being portion of old Holding No. 618 and thereafter Holding Nos. 127/F and 154/F, B.T. Road, thereafter Holding Nos. 145/F and 141/F B.T. Road thereafter Holding Nos. 141/F and 137/F B.T. Road and now forming Holding No. 137/F B.T. Road (abutting Ashwani Dutta Road) within Ward No. 10 of the Panihati Municipality and comprised of portions of R.S. Dag Nos.3523, 3527 and 3530 recorded in New Khatian Nos. 2434, 2435, 2436 and 2437 (formerly Khatian Nos. 1108, 1092, 360, 1086, 1101, 1117 and theretofore Khatian Nos.1776, 1761, 1746, 460, 1740, 1755 and 1770) in Mouza Panihati, J.L. No.10, under Police Station Khardah (formerly Sodepur) in the District of North 24-Parganas described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Vendors and the Promoter have entered into a joint development agreement dated 15th the December 2015 between the Vendors herein and the Promoter herein and registered with Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2015, Pages 103684 to 103738, Being No. 190402848 for the year 2015.
- B. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as **Aspira Joy ("Project")**.
- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments and buildings from Panihati Municipality and has constructed the Project.

- D. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- E. By Agreement for Sale dated _____ ("**Agreement**"), the Promoter and the Vendors agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("**Building**") along with _____ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (collectively "**Designated Apartment**") more particularly described in **Schedule B** and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**.
- F. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- G. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.
- H. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- III **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____) only by the Purchaser to the Vendors and the Promoter paid at or before the execution hereof (the receipt whereof the Vendors and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the reimbursement of the consideration paid by the Promoter to the Vendors to the extent apportioned towards the proportionate share in the Land attributable to the Designated Apartment and of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being the _____ morefully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule D** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors do hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendors and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.

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

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

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

- 1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the Designated Apartment.
 - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.
 - (iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
- 2. SINGLE UNIT: The Purchaser agrees that the Designated Apartment along with _____ parking if any shall be treated as a single indivisible unit for all purposes.

3. INDEPENDENT PROJECT: It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Co-owners of the Project.
4. COMPLIANCE OF LAWS RELATING TO REMITTANCES: The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.
5. CONSTRUCTION OF THE PROJECT / APARTMENT: The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.
6. POSSESSION OF THE APARTMENT: The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the common areas to the Association duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.
7. HANDOVER OF DOCUMENTS: The Purchaser and the Association acknowledges and confirms that the Promoter has handover the necessary documents and plans, including common areas, to the Association.
8. PAST OUTGOINGS : The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in this Deed), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.

9. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT: The Association shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Association.
10. DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchaser or any other Co-owner or Association and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the Association or competent authority
11. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
12. USAGE: Use of Service Areas: The service areas if any located within Aspira Joy shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.
13. COMPLIANCE WITH RESPECT TO THE APARTMENT:
 - 13.1 The Purchaser shall with effect from _____, be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
 - 13.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face

façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

- 13.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13.4 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
14. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction/modified plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act. In this regard, the Purchaser agrees and accepts that in case at any time after execution hereof there arises any possibility of any additional structure/construction being carried out at the Project owing to change of laws/rules or relaxation of rules, the Promoter shall have the exclusive rights and benefits in respect of all or any such additional structure/construction and related addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Panihati Municipality and upon complying with the applicable provisions of the Act and/or Rules.
15. ENTIRE CONTRACT: This Deed, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
16. PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT BUYERS/TRANSFEREES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent buyer/transferee of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
17. WAIVER NOT A LIMITATION TO ENFORCE: Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
18. SEVERABILITY: If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Deed unless the same are capable of having been agreed by the parties

and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

19. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.
20. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
21. PLACE OF EXECUTION: The execution of this Deed shall be completed only upon its execution by the parties Hence this Deed shall be deemed to have been executed at _____
22. NOTICES: That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned above. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
23. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
24. DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation an validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.
25. OTHER TERMS AND CONDITIONS : The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendors:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Purchaser: (including joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SCHEDULE 'A'

SAID LAND:

ALL THAT the messuages tenements hereditaments dwelling houses constructions and the premises together with the pieces and parcels of bastu land or ground thereunto belonging whereon and on part whereof the same are erected and built containing an area of 2654.207 Square Metre or 01 Bigha 19 Cottah 10 Chittacks 40 Square feet more or less on survey and actual measurement, situate lying at and being portion of old Holding No. 618 and thereafter Holding Nos. 127/F and 154/F, B.T. Road, thereafter Holding Nos. 145/F and 141/F B.T. Road thereafter Holding Nos. 141/F and 137/F B.T. Road and now forming Holding No. 137/F B.T. Road (abutting Ashwani Dutta Road) within Ward No. 10 of the Panihati Municipality and comprised of portions of R.S. Dag Nos.3523, 3527 and 3530 recorded in New Khatian Nos. 2434, 2435, 2436 and 2437 (formerly Khatian Nos. 1108, 1092, 360, 1086, 1101, 1117 and theretofore Khatian Nos.1776, 1761, 1746, 460, 1740, 1755 and 1770) in Mouza Panihati, J.L. No.10, under Police Station Khardah (formerly Sodepur) in the District of North 24-Parganas and particulars of Dags and municipal Holdings are also mentioned in the table below:

Dag and Khatian Numbers	Total Area in Dag	Area of Dag being subject matter of transaction	Municipal premises Nos.
RS Dag No. 3523 recorded in Khatian No. 2435 and 2436	0.76 acre	33 Cottahs more or less	Part of Municipal Holding No. 145F (formerly 154F) B. T. Road
R.S. Dag No. 3527 and 3530 recorded in Khatian No. 2434 and 2437	0.53 acre and 0.21 acre	6 Cottahs 10 Chittacks and 40 Square feet	Part of Municipal Holding No. 145F (formerly 154F) B. T. Road and of Municipal Holding No. 141F (formerly 127F) B. T. Road

The Said Land is butted and bounded as follows:

- (i) On the North : Partly by Ashwani Dutta Road and partly by portion of Dag No. 3523;
- (ii) On the South : Partly by common passage and partly by portion of Dag No. 3730 and 3527
- (iii) On the East : by portion of Dag Nos. 3724, 3725, 3726, 3727, 3730, 3731, 3732 and 3527
- (iv) On the West : by portion of Dag Nos. 3527 and 3528.

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

SCHEDULE A-1

CHAIN OF TITLE:

- 1.1. One Debendra Nath Konar was fully seized and possessed of and well and sufficiently entitled as the sole and absolute owner to several properties, including, **ALL THOSE** pieces or parcels of land hereditaments and premises situate lying at and being C.S. and R.S. Dag No. 3523 (recorded in Khatian Nos. 1746, 1761 and 1776), C.S. and R.S. Dag No. 3527 (recorded in Khatian Nos. 1740, 1755 and 1770) and C.S. and R.S. Dag No. 3530 recorded in Khatian No. 460) in Mouza Panihati, J.L. No. 10 P.S. Khardah and comprised in Old Holding No. 618 under Panihati Municipality in the District of 24 Parganas North and hereinafter collectively referred to as “the **Larger Property**”.
- 1.2. The said Debendra Nath Konar, a Hindu, died intestate leaving him surviving his wife namely Nanda Rani Debi and three sons namely Shakti Prasanna Konar, Shanti Prasanna Konar and Kanti Prasanna Konar as his only heirs and legal representatives who all upon his death inherited and became entitled to the Larger Property in equal shares.
- 1.3. By a Deed of Partition dated 12th June 1972 made between the said Nanda Rani Debi, Shakti Prasanna Konar, Shanti Prasanna Konar and Kanti Prasanna Konar and registered with Sub Registrar Barrackpore in Book I Volume No 46 Pages 53 to 63 Being No 2343 for the Year 1972 the said Nanda Rani Debi, Shakti Prasanna Konar, Shanti Prasanna Konar and Kanti Prasanna Konar divided the Larger Property and other properties belonging to them by metes and bounds and the said Nanda Rani Debi was, inter alia, allotted **ALL THAT** pieces or parcels of land hereditament and premises containing an area of 2 Bighas 15 Cottahs 5 Chittaks and 43 Square feet more or less situate lying at and being a divided and demarcated portion of the Larger Property shown as Lot D in the plan annexed to the said Deed of Partition (hereinafter referred to as “the **Lot D**”) absolutely and exclusively and the said Shanti Prasanna Konar was, inter alia, allotted **ALL THAT** pieces or parcels of land hereditament and premises containing an area of 2 Bighas 11 Cottahs 11 Chittaks and 34 Square feet more or less situate lying at and being a divided and demarcated portion of the Larger Property shown as Lot B in the plan annexed to the said Deed of Partition (hereinafter referred to as “the **Lot B**”), absolutely and exclusively
- 1.4. By a Sale Deed dated 10th September, 1990 and registered with District Registrar, Barasat in Book No. I Volume No. 114 Pages 445 to 458 Being No. 6348 for the year 1990, the said Nanda Rani Debi for the consideration therein mentioned, sold conveyed and transferred unto and to one Oyester Mercantile (P) Ltd., **ALL THAT** piece and parcel of land, hereditaments and premises containing an area of 33 cottahs more or less out of the said Lot D situate lying at and being a portion of the said C.S. and R.S. Dag No. 3523 in the said Mouza Panihati and being municipal premises No. 154/F Barrackpore Trunk Road (hereinafter referred to as “the **Dag 3523 Property**”) absolutely and forever.
- 1.5. By a Sale Deed dated 15th December, 1992 and registered with Registrar of Assurances, Calcutta in Book No. I Volume No. 629 Pages 301 to 314 Being No. 22022 for the year 1992, the said Oyester Mercantile (P) Ltd for the consideration therein mentioned, sold conveyed and transferred unto and to one Bhupendra Kumar Jain, Sunita Jain, Gautam Dutta and Mahesh Kumar Keyal **ALL THAT** the said Dag 3523 Property absolutely and forever.

- 1.6. By a Sale Deed dated 9th November, 1993 and registered with Registrar of Assurances, Calcutta in Book No. I Volume No. 379 Pages 367 to 380 Being No. 16093 for the year 1993, the said Bhupendra Kumar Jain, Sunita Jain, Gautam Dutta and Mahesh Kumar Keyal for the consideration therein mentioned, sold conveyed and transferred unto and to the Vendors No. 2 herein namely Sanjay Gupta **ALL THAT** an undivided one-fourth part or share of and in the Dag 3523 Property absolutely and forever.
- 1.7. By another Sale Deed dated 9th November, 1993 and registered with Registrar of Assurances, Calcutta in Book No. I Volume No. 379 Pages 381 to 392 Being No. 16094 for the year 1993, the said Bhupendra Kumar Jain, Sunita Jain, Gautam Dutta and Mahesh Kumar Keyal for the consideration therein mentioned, sold conveyed and transferred unto and to one Premlata Gupta and Rakhi Gupta **ALL THAT** an undivided one-fourth undivided part or share of and in in the Dag 3523 Property absolutely and forever.
- 1.8. By another Sale Deed dated 9th November, 1993 and registered with Registrar of Assurances, Calcutta in Book No. I Volume No. 379 Pages 393 to 406 Being No. 16095 for the year 1993, the said one Bhupendra Kumar Jain, Sunita Jain, Gautam Dutta and Mahesh Kumar Keyal for the consideration therein mentioned, sold conveyed and transferred unto and to one Prahlad Kumar Gupta **ALL THAT** an undivided one-fourth part or share of and in the Dag 3523 Property absolutely and forever.
- 1.9. By a Sale Deed dated 9th November, 1993 and registered with Registrar of Assurances, Calcutta in Book No. I Volume No. 379 Pages 407 to 418 Being No. 16096 for the year 1993, the said one Bhupendra Kumar Jain, Sunita Jain, Gautam Dutta and Mahesh Kumar Keyal for the consideration therein mentioned, sold conveyed and transferred unto and to the Vendors No. 1 hereto namely Pramod Kumar Gupta **ALL THAT** an undivided one-fourth part or share of and in the Dag 3523 Property absolutely and forever.
- 1.10. The said Prahlad Kumar Gupta, a Hindu, died intestate on 9th May, 2010 leaving him surviving his wife namely Premlata Gupta, four sons namely Manoj Gupta, Pradeep Gupta, Sanjay Gupta and Pramod Gupta and one daughter namely Rakhi Gupta as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled to his entire undivided one-fourth part or share of and in the Dag 3523 Property absolutely and in equal shares.
- 1.11. By a Deed of Gift dated 23rd April 2013 and registered with Additional Registrar of Assurances- II, Kolkata in Book I Volume No.19 Pages 3268 to 3279 Being No. 5767 for the year 2013 the said Premlata Gupta and Rakhi Gupta conveyed and transferred by way of gift unto and to their brother the said Pramod Gupta (the Vendors No. 1 hereto) **ALL THAT** their entire one-fourth undivided part or share of and in the Dag 3523 Property (purchased by them by Sale Deed dated 9th November, 1993) absolutely.
- 1.12. By a Deed of Gift dated 23rd April 2013 registered with Additional Registrar of Assurances- II, Kolkata in Book I Volume No.19 Pages 3372 to 3385 Being No. 5771 for the year 2013 the said Manoj Gupta, Pradeep Gupta, Sanjay Gupta, Premlata Gupta and Rakhi Gupta conveyed and transferred by way of gift unto and to their brother the said Pramod Gupta (the Vendors No. 1 hereto) **ALL THAT** their entire five-sixth undivided part or share of and in the said one-fourth part

or share of and in the Dag 3523 Property inherited by them from Prahlad Gupta deceased as aforesaid, absolutely.

- 1.13. The said Pramod Gupta (the Vendors No. 1 hereto) became and still is the full and absolute owner of three-fourth undivided part or share of and in the Dag 3523 Property and the said Sanjay Gupta (the Vendors No. 2 hereto) became and still is the full and absolute owner of one-fourth undivided part or share of and in the Dag 3523 Property.
- 1.14. By a Sale Deed dated 19th March, 2001 and registered with Additional District Sub-Registrar, Barrackpore in Book No. I Volume No. 92 Pages 357 to 368 Being No. 3593 for the year 2001, the said Shanti Prasanna Koner for the consideration therein mentioned, sold conveyed and transferred unto and to Sanjay Gupta (the Vendors No.2 hereto) **ALL THAT** piece and parcel of land hereditaments and premises containing an area of 2 Cottahs 9 Chittaks more or less out of the said Lot B situate lying at and being a divided and demarcated portion of the said Dag Nos. 3527 and 3530 in the said Mouza Panihati and being a portion of municipal premises No. 127/F Barrackpore Trunk Road within the limits of Panihati Municipality together with right to use a 20 feet wide common passage connecting B. T. Road running from West to East absolutely and forever.
- 1.15. By another Sale Deed dated 19th March, 2001 and registered with Additional District Sub-Registrar, Barrackpore in Book No. I Volume No. 92 Pages 369 to 378 Being No. 3594 for the year 2001, the said Shanti Prasanna Koner for the consideration therein mentioned, sold conveyed and transferred unto and to Pramod Gupta (the Vendors No.1 hereto) **ALL THAT** piece and parcel of land containing an area of 4 Cottahs 1 Chittaks 5 Square feet more or less out of the said Lot B situate lying at and being a divided and demarcated portion of the said Dag Nos. 3527 and 3530 in the said Mouza Panihati and being a portion of premises No. 127/F Barrackpore Trunk Road within the limits of Panihati Municipality absolutely and forever.
- 1.16. The said Dag 3523 Property alongwith the portion measuring 4 Cottahs 1 Chittacks 5 Square feet purchased as aforesaid were amalgamated and renumbered by the Panihati Municipality as municipal premises No. 145F B. T. Road and the portion measuring 2 Cottahs 9 Chittacks purchased as aforesaid has been renumbered by the Panihati Municipality as municipal premises No. 141F B. T. Road.
- 1.17. The name of the Vendors have been mutated in the Records of Rights published by the B.L.&L.R.O., in respect of the Said Land as follows:-

Sl. No.	Dag No.	Name recorded	Khatian No.	Area
1	3523	Pramod Gupta	Original Khatian Nos. 1776, 1761, 1746 – Modified Khatian Nos. 1108 and 1092 and latest Khatian No. 2436	40.84 Satak with 53.72% share in the Dag.

2	3530	Pramod Gupta	Original Khatian No. 460 – Modified Khatian No. 360 and latest Khatian No. 2435	01 Satak with 3.44% share in the Dag
3	3527	Pramod Gupta	Original Khatian Nos. 1740, 1755, 1770 – Modified Khatian Nos. 1086, 1101 and 1117 and latest Khatian No. 2435	06 Satak with 11.32% share in the Dag
4	3523	Sanjay Gupta	Original Khatian Nos. 1776, 1761, 1746 – Modified Khatian Nos. 1108 and 1092 and latest Khatian No. 2437	13.61 Satak with 17.90% share in the Dag.
5	3530	Sanjay Gupta	Original Khatian No. 460 – Modified Khatian No. 360 and latest Khatian No. 2434	01 Satak with 4.31% share in the Dag
6	3527	Sanjay Gupta	Original Khatian Nos. 1740, 1755, 1770 – Modified Khatian Nos. 1086, 1101 and 1117 and latest Khatian No. 2434	03 Satak with 6.41% share in the Dag

- 1.18. The Vendors in common decided to carry out integrated development of the said Land through a specialist real estate developer and pursuant to the said decision the Vendors appointed Aspira Developers Private Limited as the Promoter therefor and granted to the Promoter all rights and authority to develop or cause to be developed the said Land into the Project and also, inter alia, granted rights and authority to the Promoter to negotiate for sale of the Units and other saleable areas to interested buyers and the Vendors and the Promoter would each be entitled to a specified percentage of the proceeds of sale of the Units and other saleable areas in the Project and the Promoter agreed to accept the same at and for the mutual considerations and on the terms and conditions contained in the Development Agreement.
- 1.19. Subsequently the said Aspira Developers Private Limited has been converted to a Limited Liability Partnership and a Certificate of Registration on Conversion was issued by the Registrar, Kolkata, West Bengal on 20th January 2017. By virtue of the conversion all tangible and intangible property, assets, interests, rights, privileges, liabilities, obligations of the said Aspira Developers Private Limited and the whole of the undertaking of the said Aspira Developers Private Limited

stood transferred to and vested in the Aspira Developers LLP with continuance in operation of all contracts, deeds, agreements, powers of attorney, instruments, by or in favour of Aspira Developers Private Limited and the Promoter hereto is accordingly vested with all rights, powers and obligations of the Aspira Developers Private Limited, inter alia, under or arising out of or in pursuance of the Development Agreement and the Power of Attorney executed in pursuance thereof by the Vendors.

- 1.20. Under and in terms of the Development Agreement the Vendors and the Promoter agreed to share the price receivable from sale of any Unit in the ratio of 35:65 and the same would be payable to the Promoter whose acknowledgement and receipt of the same shall bind the Promoter as well as the Vendors and the Promoter shall pay to the Vendors the share of the Vendors in the same as provided for therein. The Vendors have agreed to join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the said Building to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the Designated Unit.
- 1.21. The plans for construction of the Buildings at the Project has been sanctioned by the Panihati Municipality vide Building Permit No. 591 dated 22nd November, 2016.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

- 1 DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context:
 - 1.1 "this Deed" shall mean this Deed and Schedules all read together.
 - 1.2 "Co-owners" shall mean (a) all the purchasers/Co-owners of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the respective Vendors and/or Promoter;
 - 1.3 "sanctioned plan" shall mean the plan sanctioned by the Panihati Municipality vide Building Permit No. 591 dated 22nd November, 2016 and include additions/alterations made thereto subject to compliance of the Act.
 - 1.4 "Maintenance in-charge" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - 1.5 "Common Purposes" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
 - 1.6 Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - 1.7 Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- 2 The said Building shall contain certain Common Areas as specified in clause 1.1.1 of Schedule E hereunder written and which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall contain certain Common Areas as specified in clause 1.1.2 of the Schedule E hereunder written which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of

the Common Areas by the Purchaser either independently or in common with any other Co-owner

- 3 The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and Schedule E and which can be used for parking "Open Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the Co-owners who need the same and apply for the same with preference being given by the Promoter to those Co-owners who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
- 4 The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Purchaser at the appropriate time if and to the extent required under the Act.
- 5 Purchaser acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional structures/construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Panihati Municipality and upon complying with the applicable provisions of the Act and/or Rules.
- 6 The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Purchaser at the appropriate time if and to the extent required under the Act.
- 7 The ownership and enjoyment of the Designated Apartment by the Purchaser shall be Subject to the observance, fulfilment and performance of the terms and conditions of this Deed as also the House Rules as stipulated in Schedule E-1 hereto.
- 8 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of eighteen months from the date of the Completion Certificate
- 9 The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
- 10 The Promoter has taken construction finance for construction of the Project from _____ by mortgaging the said Land and the construction **Provided However That** such mortgage to the

extent it relates to the Designated Apartment and pro rate share of the Common Areas has been redeemed/discharged by the Promoter prior to the execution of this Deed by the Promoter in favour of the Purchaser in terms hereof and a No Objection Certificate has been obtained by the Promoter from the financier.

- 11 In case the Purchaser has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone.
- 12 The Project shall bear the name "**Aspira Joy**" or such other name as be decided by the Promoter from time to time. The Blocks 'Bliss', 'Cheer', 'Glee' shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE 'B' – APARTMENT, PARKING ETC.,

1. **DESIGNATED APARTMENT : ALL THAT** the flat being Unit No. _____ containing a carpet area of _____ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of _____ Square feet more or less on the _____ floor of the Tower ___ of the Project at the said Land.
2. PARKING: _____
3. OPEN TERRACE: _____

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE D –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appurtenances and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendors, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:
- a. The right of access and use of the Common Areas in common with the Vendors and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
 - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
 - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
 - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
 - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendors and the Promoter and other persons deriving right, title and/or permission in respect thereof from them:

- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
- b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
- c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
- d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
- e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE 'E' - AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT).

1 AMENITIES & FACILITIES:

- 1.1 Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 1.2 Surveillance System in the entrance lobby of the Buildings at the Project and any other place if so provided by the Promoter.
- 1.3 Intercom facility.
- 1.4 Underground water reservoir
- 1.5 Submersible Water pump with motor with water distribution pipes to the Overhead water tanks of the Buildings at the Project.
- 1.6 Municipal Water supply or Deep tube well for water supply.
- 1.7 Water waste and sewerage evacuation pipes and drains from the Buildings at the Project to the municipal drains.
- 1.8 DG Set, its panels, accessories and wirings and space for installation of the same.
- 1.9 Community Hall , Gym, Games Room and other Club related construction and the constructions, fittings and fixtures with equipments.
- 1.10 Boundary wall and gate and Security Gate House
- 1.11 Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

2 Club Membership And Facility²: The Promoter has made available certain facilities as hereinafter mentioned (hereinafter referred to as “the Club Facility” which expression shall include any modifications or alterations of all or any such facility) at a portion of the said Land containing:

- a) Community hall;
- b) Room with initial equipments for Indoor games
- d) Gym with first time installation of equipments
- e) Plunge pool.

² If club facility is made available by the Promoter

2.1 On the Club Facility becoming functional, the Purchaser shall pay all charges for such use as may be prescribed by the Maintenance InCharge and comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. It is expressly agreed and clarified that the use of the Club related facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying any club facility by the Purchaser or his family members or any other person. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the Promoter or the Maintenance In-charge.

SCHEDULE E1

(HOUSE RULES)

- 1 HOUSE RULES: The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions (“House Rules”):
 - 1.1 to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
 - 1.2 that unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written (“Parking Facility”), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land)
 - 1.3 In case the Purchaser has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - 1.3.1 The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - 1.3.2 the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Land (including at the open spaces at the said Land);
 - 1.3.3 the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space (but not exceeding the size of 11 feet x 6 feet) and/or two wheeler, as the case may be. In case the Purchaser has been granted any Parking Facility for motor car as specifically mentioned in Clause 2 of the Schedule A hereinabove written, the same shall not and cannot be used to park any two-wheeler or any other vehicle and vice versa.
 - 1.3.4 No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever.
 - 1.3.5 The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - 1.3.6 The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-Vendors of the Project and none else.
 - 1.3.7 This right to use parking space does not confer any right of Ownership of the space on which such parking facility is provided.

- 1.9 not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
- 1.10 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 1.11 not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Said Buildings passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Said Building or any part thereof.
- 1.12 not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 1.13 not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
- 1.14 not to change or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 1.15 not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 1.16 no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 1.17 to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;

- 1.18 to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Vendors and the Promoter and all other persons entitled thereto.
- 1.19 to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
- 1.20 to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- 1.21 not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- 1.22 not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 1.23 to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Land and other Common Purposes.
- 1.24 keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- 1.25 to maintain at his own costs, the Designated Apartment and the Balcony in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Panihati Municipality, WBSIEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 1.26 not to alter the outer elevation or façade or colour scheme of the buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split

model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

- 1.27 Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 1.28 not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 1.29 not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners,
- 1.30 To allow and permit the Promoter the following rights and authorities:-
 - 1.30.1 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Vendors/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
- 1.31 The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
 - 1.31.1 Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Panihati Municipality, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.

- 1.31.2 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.
- 1.31.3 Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- 1.31.4 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- 1.31.5 Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Re.2.70/- (Rupee two and paise seventy) only per Square foot per month of the built-up area of the Designated Apartment. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- 1.31.6 In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs.360/- per annum if the Parking Facility agreed to be granted to the Purchaser is for four wheeler and Rs. 50/- per annum if the Parking Facility agreed to be granted to the Purchaser is for two wheeler and in either case to be increased every three years by 10% (ten percent) of the amount then payable.
- 1.31.7 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 1.31.8 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.

- 1.32 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Apartment Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default
- 1.33 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 1.34 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 1.35 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Said Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

SCHEDULE E-2

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

- 1 **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building and of the Project (including lifts, generators, intercom, water pump with motor, Club related equipments and also the Parking Spaces and all adjoining side spaces and all related gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2 **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas and also the Parking Spaces.
- 3 **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- 4 **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- 5 **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land (save those assessed separately in respect of any unit).
- 6 **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 7 **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 8 **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 9 **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.

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