

**DRAFT FOR APPROVAL**

**CONVEYANCE DEED**

**THIS CONVEYANCE DEED** executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_(Month), 20\_\_.

**By and Between**

**VENDORS<sup>1</sup>:**

**(1) LILYGOLD VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station - Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154282 and PAN AABCL8863G, **(2) DHANLABH DEALTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154274 and PAN AADCD6063A, **(3) SUBHDHAN TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154285 and PAN AAOCS9103R, **(4) SUBHDATA VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154284 and PAN AAOCS9104J, **(5) DHANRAKSHA TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154280 and PAN AADCD6064H, **(6) PUSHAPRATAN SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51509WB2010PTC154283 and PAN AAFCP7005E, **(7) TOPVIEW VANIJYA PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154286 and PAN AADCT6297N, **(8) GULSHAN MERCHANDISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154281 and PAN AADCG9929L and **(9) BRIJBHUMI TRADECOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 31/2/C Majlish Ara Road, Police Station Haridevpur, Post Office Paschim Putiary, Kolkata-700041 having CIN U51909WB2010PTC154273 and PAN AAECB2990F all represented by their constituted attorney /Authorized Representative \_\_\_\_\_, son of \_\_\_\_\_ aged about \_\_\_\_years, residing at \_\_\_\_\_, Police Station – \_\_\_\_\_, Post Office – \_\_\_\_\_, Kolkata- \_\_\_\_\_ (PAN \_\_\_\_\_), 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 successors or successors-in-interest and assigns) of the **FIRST PART**;

**AND**

**PROMOTER:**

\_\_\_\_\_

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

**PRABHA HIGHRISE LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at CD-35, Salt lake City , 1<sup>st</sup> Floor, Sector-1, Police Station and Post Office Bidhannagar North, Kolkata-700064 having LLPIN AAM-7559, PAN AAVFP9541N represented by its Authorized Representative \_\_\_\_\_ son of \_\_\_\_\_ residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata \_\_\_\_\_ having PAN \_\_\_\_\_; (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]**

\_\_\_\_\_ 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 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 piece or parcel of land containing an area of 0.83 acre or 83 Satak more or less comprised in a divided and demarcated portion of R.S. and L.R. Dag No. 463 and the entire Dag Nos. 462 and 465 in Mouza Chakpanchuria, J. L. No. 33, Police Station – New Town (formerly Rajarhat), within Patharghata Gram Panchayet, 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 4<sup>th</sup> May, 2019 between the Vendors and the Promoter and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No. I CD Volume No. 1904-2019 Pages 237886 to 237974 Being No. 190405343 for the year 2019 ("**Development Agreement**").
- B. The said Land is earmarked for the purpose of building primarily a residential project comprising of different Types of several house buildings each with earmarked exclusive surrounding areas in a sub-plot and the said project shall be known as 'AXOR' ("**Project**").

- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the house building from Rajarhat Panchayat Samity/Patharghata Gram Panchayat.
- D. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- E. By an 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** house building no. \_\_\_\_ having a total aggregate carpet area of \_\_\_\_ square feet more or less including the balcony, staircase, landing, lobby, toilets etc., (hereinafter referred to as "**Designated House Building**") and space for parking medium sized car And exclusive perpetual use of the demarcated portion admeasuring \_\_\_\_ Square feet more or less ("**Designated Plot**") out of the said Land And pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (all collectively "**Designated Property**"). The Designated Plot, the Designated House Building to be constructed on part thereof, the space for parking forming part thereof are all more particularly described in Schedule B and the plan of the Designated Property is annexed hereto and marked as Schedule C;
- F. The Parties have gone through all the terms and conditions set out in this Deed including the additional disclosures in Schedule A-2 hereto 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 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 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 Property 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 Property 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 Property **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Property **TO HAVE AND TO HOLD** the Designated Property 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 Property 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 Property 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 Property 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.
- (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 Property 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 House Building and the Designated Plot as mentioned below.
  - (i) The Purchaser shall have exclusive ownership of the Designated House Building and exclusive perpetual use of the Designated Plot.
  - (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 have undivided proportionate share in the Common Areas as members of the Association. Except as regards the Designated Plot which shall be for exclusive use of the Purchaser, since the Share interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, 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 House Property along with \_\_ (\_\_) parking and the Designated Plot containing the same 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 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. 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 Property 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 Property and the Project including as regards the area, the facilities, amenities and specifications thereat.
6. **POSSESSION OF THE DESIGNATED PROPERTY:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Property 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 handed over 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 outgoing before transferring the physical possession of the Designated Property to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (including those mentioned in the Agreement), 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 outgoing, 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 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 Association of Allottees 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 of allottees 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 Property 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 the Project are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set, underground water tanks, maintenance and service rooms, 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 service areas 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 Property 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 Property, or the common areas including common passages, corridors, circulation areas, community centre with all common installations (including lift, staircases etc., thereat) 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 Property and keep the Designated Property, 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 Designated House Building or anywhere on the exterior of the Designated Plot, Project, building/s 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 Property 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 Property.
  - 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 of Allottees and/or maintenance agency appointed by association of Allottees. 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.

15. **ENTIRE CONTRACT:** This Deed and the Agreement, 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 Property.
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 Property and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser of the Designated Property, in case of a transfer, as the said obligations go along with the Designated Property 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 the 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 DEED:** 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 House Building bears to the total carpet area of all the House Buildings in the Project.
20. **FURTHER ASSURANCES:** The 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. **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.
23. **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 as amended from time to time.



24. **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'

1. **SAID LAND: ALL THAT** the piece or parcel of land containing an area of 83 satak or 0.83 acre more or less situate lying at and being divided and demarcated portion of R.S. and L.R. Dag No.

463 and the entire Dag Nos. 462 and 465 recorded in L.R. Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581 (as described below) together with several dwelling rooms thereat admeasuring 2100 Square feet in in Mouza Chakpanchuria, J. L. No. 33, Police Station – New Town (formerly Rajarhat), within Patharghata Gram Panchayet in the District of North 24 Parganas:

R.S. Dag	L.R. Dag and Khatian Number	Total Area in Dag	Area of Dag being subject matter of said Land
Dag No. 462	Dag No. 462 recorded in Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581	0.53 acre	0.53 acre
Dag No. 463	Dag No. 463 recorded in Khatian Nos. 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580 and 2581	0.45 acre	0.29 acre
Dag No. 465	Dag No. 465 recorded in Khatian Nos. 2575, 2576, 2577, 2578 and 2579.	0.01 acre	0.01 acre
		<b>Total</b>	<b>0.83 acre</b>

The said Land is is butted and bounded as follows:

- On the **North** : Partly by each of R.S. Dag Nos. 445 and 460;  
On the **South** : By R.S. Dag No. 2224;  
On the **East** : Partly by each of R.S. Dag Nos. 467, 461 and 460; and  
On the **West** : By 18 feet wide Public Road.

**1.1.1 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:

- A1. Re: R.S. and L.R. Dag No. 462 containing an area of 0.53 acre more or less:**
- (i) One Dasharathi Chattopadhyay, Shyamal Dhan Chattopadhyay, Kiranmoy Chattopadhyay and Ardhangshu Chattopadhyay were the full and absolute owners of **ALL THAT** piece and parcel of land containing an area of 53 satak or 0.53 acre more or less comprised in R.S. and L.R. Dag no. 462 in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas hereinafter referred to as “the **Dag 462 Property**”.
- (ii) By a Sale Deed dated 1<sup>st</sup> March 1968 and registered with the Sub-Registrar, Cossipore Dum Dum in Book I Volume No. 38 Pages 1 to 3 Being No. 1708 for the year 1968, the said Dasharathi Chattopadhyay, Shyamal Dhan Chattopadhyay, Kiranmoy Chattopadhyay and Ardhangshu Chattopadhyay for the consideration therein mentioned sold conveyed and transferred unto and to one Harendra Nath Baidya (since deceased) and Bhupendra Nath Baidya (also known as Bhupendra Baidya) the Dag 462 Property, absolutely and forever.
- (iii) Upon purchase as aforesaid the said Harendra Nath Baidya and Bhupendra Nath Baidya caused their names to be mutated as Raiyats in the Records of Rights published under the West Bengal

Land Reforms Act, 1955 in respect of the Dag 462 Property under L.R. Khatian Nos. 1887 and 1188 respectively.

**A2. Re: R.S. and L.R. Dag No. 463 containing an area of 0.29 acre more or less:**

- (i) One Radha Sardar, Kristo Sardar and Shib Bala Dasi were the full and absolute owners of **ALL THAT** piece and parcel of land containing an area of 28.2 satak or 0.282 acre more or less comprised in R.S. and L.R. Dag no. 463 (corresponding to C.S. Dag No. 456 recorded in C.S. Khatian no.13) in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas.
- (ii) By a Sale Deed dated 2<sup>nd</sup> April 1976 and registered with the Sub-Registrar, Cossipore Dum Dum in Book I Volume 52 Pages 39 to 43 Being No. 2456 for the year 1976, the said Radha Sardar, Kristo Sardar and Shib Bala Dasi for the consideration therein mentioned sold conveyed and transferred unto and to the said Harendra Nath Baidya and Bhupendra Nath Baidya the said 28.2 satak in Mouza Chakpachuria, absolutely and forever.
- (iii) The said Harendra Nath Baidya and Bhupendra Nath Baidya were also jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of 0.80 satak or 0.0080 acre more or less comprised in R.S. and L.R. Dag No. 463 in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas. The said 28.2 satak and 0.80 satak aggregating to 29 satak in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas is hereinafter referred to as “the **Dag 463 Property**”.

**A3. Re: R.S. and L.R. Dag No. 465 containing an area of 0.01 acre more or less:**

- (i) The said Harendra Nath Baidya and Bhupendra Nath Baidya were also the recorded owners and jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land containing an area of 1 Satak or 0.01 acre comprised in entire R.S. and L.R. Dag no. 465 in Mouza Chakpanchuria, J.L. No.33, Police Station Rajarhat (presently New Town) in the District of North 24 Parganas hereinafter referred to as “the **Dag 465 Property**”.

**A4.** The Dag 462 Property, Dag 463 Property and Dag 465 Property are collectively referred to as the said Land.

**A5.** The said Harendra Nath Baidya died intestate on 24<sup>th</sup> October 2004 leaving him surviving his wife, namely Kamini Baidya (also known as Kamini Bala Baidya), three sons namely Mahadeb Baidya (since deceased), Sahadeb Baidya and Sibnath Baidya (also known as Sibpada Baidya) and three daughters namely Lilabati Mondal, Sunita Mondal and Anita Mondal (also known as Rupali Mondal) as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Land, absolutely and in equal shares.

**A6.** The said Mahadeb Baidya died intestate on 28<sup>th</sup> November 2008 leaving him surviving his wife namely Golapi Baidya, two sons namely Pallav Baidya and Anup Baidya and three daughters namely Bishakha Mondal, Bijli Gayan and Anjali Naskar as his only heirs and legal representatives who all upon his death inherited and became entitled to his entire part or share of and in the said Land, absolutely and in equal shares.

**A7.** By virtue of the following 12 sale deeds all dated 2<sup>nd</sup> November 2010 and all registered with the District Sub-Registrar-II, North 24 Parganas the said Kamini Baidya, Golapi Baidya, Pallav Baidya, Anup Baidya, Bishakha Mondal, Bijli Gayan, Anjali Naskar, Sahadeb Baidya, Shibnath Baidya, Lilabati Mondal, Sunita Mondal, Anita Mondal and Bhupendra Nath Baidya for the consideration therein respectively mentioned sold conveyed and transferred their entire part or share of and in the said Land unto and to the Vendors hereto, absolutely and forever

- (i) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1339 to 1361 Being No. 12702 for the year 2010, the said Kamini Bala Baidya sold to Pushpratan Suppliers Private Limited (the Vendor No. 6 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.

- (ii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1264 to 1288 Being No. 12699 for the year 2010, the said Sunita Mondal sold to Topview Vanijya Private Limited (the

- Vendor No. 7 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.
- (iii) Deed of Conveyance and registered in Book I Volume 44 Pages 1218 to 1241 Being No. 12697 for the year 2010, the said Anita Mondal sold to Topview Vanijya Private Limited (the Vendor No. 7 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.
- (iv) Deed of Conveyance and registered in Book I, CD Volume 44 Pages 1131 to 1154 Being No. 12693 for the year 2010, the said Lilabati Mondal sold to Gulshan Merchandise Private Limited (the Vendor No. 8 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.
- (v) Deed of Conveyance and registered in Book I Volume 44 Pages 1090 to 1111 Being No. 12691 for the year 2010, the said Sahadeb Badiya sold to Pushapratan Suppliers Private Limited (the Vendor No. 6 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.
- (vi) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1289 to 1312 Being No. 12700 for the year 2010, the said Sibnath Badiya sold to Gulshan Merchandise Private Limited (the Vendor No. 8 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.07 satak in Dag 465 Property out of the Said Land.
- (vii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1313 to 1338 Being No. 12701 for the year 2010, the said Golapi Baidya, Pallav Baidya, Anup Baidya, Bishakha Mondal, Bijli Gayan and Anjali Naskar sold to Brijbhumi Tradecom Private Limited (the Vendor No. 9 hereto) **ALL THAT** piece and parcel of land containing a land area of 3.79 satak in Dag 462 Property, 2.07 satak in Dag 463 Property and 0.08 satak in Dag 465 Property out of the Said Land.
- (viii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1197 to 1217 Being No. 12696 for the year 2010, the said Bhupendra Nath Baidya sold to Shubhdatta Vincom Private Limited (the Vendor No. 4 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Said Land.
- (ix) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1176 to 1196 Being No. 12695 for the year 2010, the said Bhupendra Nath Baidya sold to Dhanlabh Dealtrade Private Limited (the Vendor No. 2 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Said Land.
- (x) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1155 to 1175 Being No. 12694 for the year 2010, the said Bhupendra Nath Baidya sold to Lilygold Vincom Private Limited (the Vendor No. 1 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Said Land.
- (xi) Deed of Conveyance and registered in Book I, CD Volume 44 Pages 1070 to 1089 Being No. 12690 for the year 2010, the said Bhupendra Nath Baidya sold to Shubhdhan Tradecom Private Limited (the Vendor No. 3 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property and 2.9 satak in Dag 463 Property out of the Said Land.
- (xii) Deed of Conveyance and registered in Book I CD Volume 44 Pages 1242 to 1263 Being No. 12698 for the year 2010, the said Bhupendra Nath Baidya sold to Dhanraksha Tradecom Private Limited (the Vendor No. 5 hereto) **ALL THAT** piece and parcel of land containing a land area of 5.3 satak in Dag 462 Property, 2.9 satak in Dag 463 Property and 0.5 satak in Dag 465 Property out of the Said Land.
- A8. The Vendors have caused their names to be mutated as Raiyats in the Records of Rights published under the West Bengal Land Reforms Act, 1955 in respect of the Said Land and with Patharghata Gram Panchayat.
- A9. By the Development Agreement the Vendors, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land and to transfer, amongst other properties, the

Promoter's Allocation. Under the said Development Agreement it was further, inter alia, agreed between the Vendors and the Promoter:-

- i. the Promoter would have the exclusive rights and authority to sell transfer and transfer the entire Project on the terms and conditions therein contained;
- ii. the Vendors agreed to sell and transfer proportionate share in land to the persons intending to own Units and other transferable areas in the Project and nominated by the Promoter and in such parts or shares as the Promoter may nominate or require.
- iii. The realizations shall be shared between the Vendors and the Promoter in the ratio as mentioned therein.

#### SCHEDULE-A-2

##### DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context:
  - (i) "**this Deed**" shall mean this Deed and Schedules all read together.
  - (ii) "**Co-owners**" shall mean (a) all the Purchasers 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;
  - (iii) "**sanctioned plan**" shall mean the plan sanctioned by the Rajarhat Panchayat Samity vide Approval Order No. 918 dated 2nd June, 2020 and include additions/alterations made thereto subject to compliance of the Act.
  - (iv) "**Maintenance in-charge**" shall mean the said Association;
  - (v) "**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
  - (vi) "**Units**" shall mean all the different House Buildings and adjoining plots at the Project.
  - (vii) "**Gender**": words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
  - (viii) "**Number**": words importing singular number shall according to the context mean and construe the plural number and vice versa
2. The Project contains certain Common Areas as specified in 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 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 Purchaser acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional 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 Patharghata Gram Panchayat or Rajarhat Panchayat Samity or other appropriate authority and upon complying with the applicable provisions of the Act and/or Rules. The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to any House Building or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Property and/or the Common Areas).
4. The ownership and enjoyment of the Designated House Building 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.
5. The unsold house buildings at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 2 years from the date of the Completion Certificate
6. The power backup from the Common Generator in the Project shall be commenced only upon \_\_\_\_\_ 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 Property 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.
7. **Carpet Area of floors:** The carpet area for each floor shall mean the net usable floor area of each floor and the net usable area of the balcony, terrace, staircase, landing, lobby on each floor excluding the area covered by the external walls of the floor, areas under services shafts but includes the area covered by internal partition walls of the floor.
8. **Balcony Area:** The net usable area of the exclusive covered balcony/ies at the /Designated House Building.
9. **Open Terrace Area:** The net usable area of the exclusive open terrace at the Designated House Building.
10. **Built-up Area:** The built-up area for the Designated House Building shall mean the Carpet Area of each floor therein and Balcony and Terrace Areas and the area covered by all external walls of the such floor /Balcony. The built-up area of the Open Terrace includes the Open Terrace Area and the thickness of the parapet walls thereof.
11. **Proportionate Common Area:** The proportionate share of the Common Areas (other than said Land) attributable to the Designated Property is undivided \_\_\_\_\_ Square feet more or less.
12. **Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is \_\_\_\_\_ Square feet more or less.
13. 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

14. Unless changed by the Promoter, Messrs. \_\_\_\_\_ of \_\_\_\_\_ shall be the Architects for the Project.
15. The Project shall bear the name "**AXOR**" 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 HOUSE BUILDING: ALL THAT** the house building having a ground floor, first floor, second floor and part constructed third floor with roof containing a total aggregate carpet area of \_\_\_\_ Square feet more or less (as per table below) and a total built-up area of Unit (including Balcony) of \_\_\_\_ Square feet more or less (as per table below) on a demarcated portion of the Project at the said Land.

Floor	Carpet Area of residential space	Carpet area of balcony, lobby, landing	Carpet area of staircase, area	Total carpet area	Total Built-up area
Ground					
First					
Second					
Roof					

2. **DESIGNATED PLOT: ALL THAT** the piece or parcel of land containing an area of \_\_\_\_\_ Square feet at a demarcated portion of the said Land and containing within it the Designated House Building, Parking Space and surrounding spaces.
3. **PARKING: ALL THAT** the space for parking \_\_ (\_\_) medium sized motor cars at such partly covered partly open parking space in the ground level of the Designated Plot.

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 appendages and appurtenances belonging or appertaining to the Designated House Building and the Designated Plot 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 Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated House Building and Designated Plot.
  - b. The right of protection of the Designated House Building 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 House Building and the Designated Plot through wires and conduits lying or being in under or over the other parts of the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated House Building and the Designated Plot.
  - 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 House Building and Designated Plot and other Designated House Building and also for the purpose of repairing the Designated House Building 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 House Building and Designated Plot) 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 House Building 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 House Building 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 House Building and Designated Plot 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 Project and also for the purpose rebuilding or repairing any part or parts of the Project (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 Common Areas at the Project:

.....

1.2 **EXTRA CURRICULAR FACILITIES:** As part of the Common Areas of the Project the Promoter has constructed and/or provided Community Centre ("Common Community Centre") with first time installation of air-conditioners, Gym with first time installation of equipments and air-conditioner, Multi purpose room, Swimming pool, open terraces with first time installation of equipments. The Purchaser shall also be liable to pay to the Maintenance In-charge the charges as prescribed by the Maintenance In-charge from time to time for running, maintenance, replacement and/or otherwise in respect of the said facilities and its fitouts, facilities and usage and shall also abide by the rules and regulations framed by the Maintenance In-charge for proper management and use thereof. The said Extra Curricular Facilities shall be for use by the Vendors, the Promoter and the Co-owners and the Purchaser alongwith the other Co-owners shall not allow or permit the same to be used by any other person.

SCHEDULE E-1

(HOUSE RULES)

**HOUSE RULES:** The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. to use the Designated Property 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 Property or any activity which may cause nuisance or annoyance to the Co-owners nor to store or bring upon the Designated Property any articles of combustible, inflammable, obnoxious, dangerous or hazardous nature or explosive or contraband materials.
- 1.1. the Purchaser shall use the Parking Spaces so agreed to be granted, only for the purpose of parking of its medium sized motor car precisely within the demarcated Parking Spaces .
- 1.2. No construction or addition or alteration of any nature shall be permitted on any part of the Designated House Building or the Designated Plot.
- 1.3. The Purchaser shall not park any vehicle of any description anywhere within the Project save only within the Designated Plot.
- 1.4. The Purchaser shall not divide or subdivide either floor wise or within any floor of the Designated House Building nor to divide the Designated Plot into more than one plot.
- 1.5. The Purchaser shall not have any right to nor can grant transfer let out or part with possession of any part or portion of the Designated House Building or any floor thereof or of the Designated Plot to any person or persons. The Designated Property shall be one lot for all intents and purposes and cannot be sub-divided for any purpose. In case of any transfer or letting out by the

Purchaser the same shall be of the whole of the Designated House Building and the Designated Plot together and not in any parts or portions thereof.

**2.** The right of the Purchaser to use of Open Terrace shall be subject to the following conditions:-:

- 2.1. to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times;
- 2.2. not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to put any grills or glass or poles or any item going beyond the height of the parapet;
- 2.3. not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor to keep any dirt or filth thereat and/or any other part of the Designated Property and to ensure that the open terrace and all other parts of the Designated Property is properly maintained and kept clean and in good condition;
- 2.4. not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others;
- 2.5. not to allow or permit any sound, lighting or visual emission which may cause any disturbance to any Occupant or surrounding areas or be a cause or noise or visual or other pollution in any manner;
- 2.6. not to store or allow any one to store any goods articles or things in the said Open Terrace;
- 2.7. not to permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene;
- 2.8. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Designated House Building and/or the Designated Plot and/or outside walls thereof
- 2.9. not to put up or allow any dish antenna, tower, transmission towers or appliances except only with the prior written consent of the Promoter
- 2.10. not to sub-divide the Open Terrace in any manner.

**3.** The right of the Purchaser to use of lawn/garden spaces at the Designated Plot shall be subject to the following conditions:-:

- 3.1. to use the Lawn/garden space for the purpose only as open space for lawn/garden purpose only and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times;
- 3.2. not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to put any grills or glass or poles or any item going beyond a height of \_\_\_ feet;
- 3.3. not to cut trees and to maintain all trees thereat in a proper manner;

- 3.4. not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Lawn/garden space nor to keep any dirt or filth thereat;
- 3.5. not display any signboard, hoarding or advertisement etc. on the Lawn/Garden space so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others;
- 3.6. not to allow or permit any sound, lighting or visual emission which may cause any disturbance to any Occupant or surrounding areas or be a cause or noise or visual or other pollution in any manner;
- 3.7. not to store or allow any one to store any goods articles or things in the said Lawn/garden space;
- 3.8. not to permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene;
- 3.9. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Lawn/garden space and/or the Designated House Building and/or the Designated Plot and/or outside walls thereof
- 3.10. not to put up or allow any dish antenna, tower, transmission towers or appliances except only with the prior written consent of the Promoter
- 3.11. not to sub-divide the Lawn/garden space in any manner.
- 4. Fittings & Fixtures:** All fitouts to be put-up, erected and installed at or inside the Designated Property including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. In doing and carrying out the said fitout works, the Purchaser shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-Owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Property. The Purchaser shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out any fitout or other activity.
- 5.** The Purchaser shall not make any addition or alteration to the boundary wall/fencing on any side of the Designated Plot nor to damage or disfigure the same and shall maintain the same in good and well repaired and neat and clean manner and comply with the following in connection therewith:
  - 5.1. not display any signboard, hoarding or advertisement etc. on the wall/fencing so as to be visible from outside nor to put any speaker, equipment or instrument so as to emit noise or light therefrom disturbing others;
  - 5.2. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the walls/fencing.
  - 5.3. Not to change the outside colour scheme of the walls/fencing in any manner and to maintain and preserve the same in accordance with the colour scheme prescribed and changed from time to time by the Maintenance In-charge.

- 5.4. not to put up or allow any dish antenna, tower, transmission towers or appliances thereon;
- 5.5. not to jump over any wall or fencing or trespass into the other adjoining or other Units.
- 5.6. Not to claim exclusive rights over the common boundary/fencing between the Designated Plot and any adjoining Unit.
- 5.7. Not to change the location or size of the gates affixed to the boundary of the Designated Plot in any manner.
6. The water connection including overhead water tank and underground reservoir, electricity, drainage, sewerage, telephone, dish antenna and other utilities are all inter connected with a network of pipes, conduits, cables at the Project and shall be regulated by the Maintenance In-charge and the Purchaser shall ensure that it complies with all common rules prescribed in respect of the same and shall not do any act, deed or thing whereby the pipes or conduits are clogged or damaged or whereby the cables are damaged or cut.
  - 6.1. The Purchaser shall draw water into the Designated House Building only at the specified days and times and only for the allocated quantity as specified by the Maintenance In-charge.
  - 6.2. The Purchaser shall not tamper or damage with the water mains, electrical mains, drainage and sewerage mains and other main junction boxes at the Designated House Building or the Designated Plot in any manner whatsoever and shall keep the same in well repaired and neat and clean condition and always ready for inspection and necessary repairs.
7. The use of the Common Areas including but not limited to the Extra Curricular Facilities 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 in respect of the Common Areas (including the Extra Curricular Facilities) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Extra Curricular Facilities by the Purchaser or his family members or any other person.
8. To strictly abide by and ensure that all residents, agents and visitors abide by all the rules and regulations from time to time applicable in respect of the matters relating to the Common Areas , waste management, enforcing security and smooth functioning of the Project or for any other manner related to the Common Purposes.
9. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
10. Not to claim any access or user of any other portion of the Project except the Designated House Building and the Designated Plot and the common use of the Common Areas and that too subject to the terms and conditions and rules and regulations applicable thereto.
11. Not to close or permit the closing of windows nor open any new or additional window or any other apparatus protruding outside the exterior of the Designated House Building or the Designated Plot nor to put or fix shades, awnings, window guards or any temporary article to be hung from or placed outside the window of the Designated House Building or outside the Designated Plot.
12. Not to erect or install on the windows of the Designated Property or on any panel or glazing any sign device furnishing ornament or object which is visible from outside the Designated Property



- nor to block up, darken, or obstruct or obscure any of the windows or lights belonging to the Designated House Building.
13. To keep the Designated Property and every part thereof clean and hygienic and tidy and to keep all pipes drains basins sinks and water closets if any in the Designated Property clean and unblocked.
  14. 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 House Building or the Designated Plot save at the place as be approved or provided by the Maintenance-in-Charge nor to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the Designated House Building or the Designated Plot or any part thereof any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Promoter **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchasers to put a decent nameplate outside the main gate of at the entrance of the Designated Plot.
  15. To apply for and obtain at his own costs separate assessment and mutation of the Designated Property in the records of appropriate authority within 06 (six) months from the date of possession.
  16. Not to partition or sub-divide the Designated Property nor to commit or permit to be committed any form of alteration or changes in the Designated Property or in the beams, columns, pillars of the Designated House Building or the Designated Plot 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 Building/s at the Project or any part thereof.
  17. Not to affix or install any further or additional electrical points otherwise than through competent electrical contractor who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Purchaser will be required to submit proper electrical plans to the relevant authorities, if and as applicable, for approval.
  18. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
  19. not to install or keep or operate any generator in the Designated House Building or the Designated Plot or any part thereof or in any other common areas of the Project.
  20. 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 areas.
  21. Not to store, stack or lay out any materials, equipments, plant, bins, crates, cartons, boxes or any receptacle for waste or any other item that is or might become untidy, unclean, unsightly or in any way detrimental to the property or the area generally upon any part of the Designated House Building or the Designated Plot and/or the said Project or permit or suffer anyone at the property expressly or impliedly with its permission or under its control to do so
  22. 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 in any of the common portions of the Project unless accompanied.
  23. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated House Building or the Designated Plot at all reasonable times for construction and completion of the House Building/s 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 Property within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
  24. to use the Common Areas only to the extent required for ingress to and egress from the Designated Property 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.
25. Not to tamper, remove, damage, drill or allow or permit any shifting or removal of the common pipelines and infrastructure provided by the Promoter inside the Designated Property in any manner whatsoever and to maintain the same as per the prescribed rules and law applicable thereto. In case of any change of requirement in the protection or prevention measures, to comply with and adhere the same and install and maintain all necessary system gadgets and equipment as required under such changed circumstance in the Designated Property.
  26. To keep the Designated House Building or the Designated Plot free from all hazards relating to fire.
  27. To keep the Designated Property under its own lock and key and be responsible for safety and security of all its fit-outs and belongings at the Designated House Building and the Designated Plot.
  28. to keep the Designated House Building and the Designated Plot and 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 and protect the other units/parts of the Project.
  29. 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 Project or may cause any increase in the premia payable in respect thereof.
  30. Not to put any outdoor unit of air conditioner except at the space allotted by the Promoter to the Purchaser therefor.
  31. not to commit or permit to be committed any alteration or changes in, or draw from outside the House Building/s at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Plot and any other Unit in or portion of the Project.
  32. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
  33. not do or cause to be done any act, deed, matter or thing whereby any rights of the Promoter or any other Unit Holder are or may be prejudicially affected, impaired or put to jeopardy;
  34. Not to deface, mutilate, scratch, colour, write upon or otherwise spoil the walls or the Designated House Building or the Designated Plot or any part of the Project or any Common Areas including lift and not to affix posters or hang festoons, spit or spread dirt or do any other act which may affect the neatness or cleanliness of the Project.
  35. Not to cover or damage the security cameras in any manner nor to do any act deed or thing which may affect the viewing or recording of camera output in any manner whatsoever.
  36. To keep the Designated Property insured for the value thereof and if there be total or partial loss or destruction thereof due to any reason whatsoever, the Promoter shall not be liable or responsible in any manner therefor nor for any loss or damage that the Purchaser may suffer due to theft, pilferage, fire, destruction, leakage, flooding, water-logging or otherwise.
  37. keep the common areas 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.
  38. to maintain at his own costs, the Designated House Building and the Designated Plot 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, Patharghata Gram Panchayat, Panchayat Samity, other authorities, WBSCDC 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 Property as well as the user operation and maintenance of generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

- 39.** not to alter the outer elevation or façade or colour scheme of the Designated House Building or the Designated Plot (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever nor decorate the same 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.
- 40.** not to use the Designated Property 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.
- 41.** To allow and permit the Promoter the following rights and authorities:-
- (i) The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Common Areas by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
  - (ii) 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 owner, 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 owner/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 Common Areas. If any consideration, rent, hiring charges etc., is receivable from any such owner/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.
- 42.** The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) Property Tax, land revenue, rates and taxes and water tax, if any, assessed on or in respect of the Designated Property directly to Patharghata Gram Panchayat or other appropriate authorities Provided That so long as the Designated Property is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Promoter proportionate share of all such rates and taxes assessed on the said Land.
  - (ii) All other taxes, impositions, levies, duties, cess, betterment fees or development charges, statutory liabilities under any statute rules and regulations and other outgoings (including tube-well licence fee, drainage fee/tax) whether existing or as may be imposed or levied or enhanced at any time in future on or in respect of the Designated Property or the House Building or the said Land and whether demanded from or payable by the Purchaser or the Promoter and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Property and proportionately in case the same relates to the House Building or the said Land.
  - (iii) Electricity charges for electricity consumed in or relating to the Designated Property on the basis of the reading shown in the meter provided for the Designated Property or such minimum and other charges as demanded by the service provider and such

charges shall be solely and exclusively paid by the Purchaser directly to the WBSCDC Limited within the due dates thereof.

- (iv) Operational costs and charges for enjoying and/or availing and consuming power from the common Generator to be installed and the same shall be payable to the Maintenance-in-Charge based on the reading shown in the meter provided for the Designated Property by the Promoter it being clarified that the Purchaser shall be liable to pay such minimum monthly charges as may be decided by the Maintenance In-charge taking into account the load taken by the Purchaser.
  - (v) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Property 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 Property, 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.
  - (vi) Charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Property, wholly and if in common with the other Unit Holders, proportionately to the Maintenance-in-Charge or the appropriate authorities as the case may be.
  - (vii) Proportionate share of all Common Expenses to be paid 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, maintenance charges calculated @Rs.\_\_\_\_/- (Rupees \_\_\_\_ ) only per square foot per month of the Area for CAM mentioned in clause 12 of Schedule A-2 above. The said minimum rate 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 and cost involved in the same. It is made clear that the said monthly maintenance charges does not include any payment or contribution towards the repair, replacement, reinstatement etc. of any common area equipment or installation and the Purchaser undertakes and binds himself to pay proportionate share of all costs charges and expenses on account of such repair, replacement, reinstatement etc., as be demanded by the Maintenance-in-Charge from time to time.
  - (viii) Goods and Service Tax and any applicable tax, cess, imposition or levy whether existing or as may be imposed or revised in future in respect of the Designated Property or in respect of any amounts and outgoings payable in respect of the Designated Property also 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 any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
  - (ix) 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 any or all of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 42.1. 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 Property 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

- 42.2. The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from \_\_\_\_\_.
- 42.3. Furthermore, the maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and any non user or non requirement in respect of any common area or installations or parking facility (if so granted) shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charges.
- 42.4. In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the taxes and outgoings or any other amounts payable by the Purchaser under these presents 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 Maintenance-in-Charge, interest at the rate of \_\_\_% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-Charge, shall be entitled to take all or any one or more of the following recourses, in any priority to (i) disconnect the supply of electricity to the Designated Property, (ii) withhold and stop all other utilities and facilities (including generators, water, etc.,) to the Purchaser and its agents, tenants or licencees and/or the Designated Property, (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 Designated Property, (iv) carry out any required remedial measures in which event all costs and expenses incurred thereby together with penalty equivalent to \_\_\_% of such costs and expenses shall be paid by the Purchaser to the Maintenance-in-Charge forthwith on demand and (v) the Purchaser shall compensate and also indemnify the Promoter and all other affected persons and the Maintenance In-charge for all losses or damages that they may suffer or incur owing to such default of the Purchaser.
- 42.5. It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.
- 42.6. The Purchaser shall be and remain responsible for and to indemnify the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the said Land or any other part of the Project 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 Promoter against all actions claims proceedings costs expenses and demands made against or suffered by 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**”):

- 1.1. **MAINTENANCE:** All costs and expenses of maintaining (including annual maintenance contracts), repairing, replacing, restoring, updating, upgrading, painting, repainting, fixing, decorating, renewing, cleaning, lighting etc., as may be required from time to time, of the main structure and facade of the Common Areas, Building Management System, Security System

(including CCTV), Generator Set, common pipes/drains, gutters/conduits/cables/wires/machineries/fixtures/ fittings/equipments (including equipments installed at the Common Community Centre) etc., in the Project and any other area, installation or facility enjoyed or used by the Purchaser in common with the Promoter and other Unit Holders or serving more than one unit.

- 1.2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas, Building Management System, Security System (including CCTV), Generator Set, common pipes/drains, gutters/conduits/cables/wires/machineries/fixtures/ fittings/equipments (including equipments installed at the Common Community Centre) etc., in the Project and any other area, installation or facility enjoyed or used by the Purchaser in common with the Promoter and other Unit Holders or serving more than one unit and also the costs of repairing, renovating and replacing the same, including expenses on account of AMC (Annual Maintenance Contract) for all machines equipments and installations comprised in the Common Areas.
- 1.3. **STAFF:** The salaries, remuneration, fees and all other expenses of the staff, contractors, agencies etc.) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
- 1.4. **MAINTENANCE-IN-CHARGE:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance-in-Charge until handing over the same to the Association.
- 1.5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
- 1.6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or of the Common Areas and also for any other areas as the Maintenance-in-Charge may deem fit and proper for earthquake, damages, fire, lightning, mob, violence, civil commotion and other risks, if insured.
- 1.7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 1.8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 1.9. **REPAIRS RENOVATIONS AND REFURBISHMENTS:** All expenses and costs and charges for regular repairs renovations and refurbishments from time to time of various installations and also the Project including expenditure of capital nature.
- 1.10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter and/or the Maintenance-in-Charge for the common purposes and/or the Association.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2020

BETWEEN

LILYGOLD VINCOM PRIVATE LIMITED

....VENDORS

AND

\_\_\_\_\_ & ANR.

....PURCHASER

AND

PRABHA HIGHRISE LLP

....Promoter

CONVEYANCE

(Designated House Building No. \_\_\_\_)

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B, HARE STREET,

KOLKATA-700001