

DEED OF CONVEYANCE

ASSESSED MARKET VALUE OF RS. _____/-,

INDENTURE OF Rs. _____/-

QUERY NO. _____

PROPERTY SOLD: One self-contained commercial **Unit No.** ___ **on**
the ___ **Floor admeasuring** an area of ___ **sq.ft. (___ sqm)** Carpet
Area/Saleable area together with right to park {.....} nos. of
road worthy cars (light motor vehicle) on ___ Floor Level, identified
as being Car park no, of the said building "PRASAD
CENTRAL" lying and situated at Municipal Premises No. 14/1
Sudder Street, Kolkata 700016, Ward No. 63 of Kolkata Municipal
Corporation under Police Station New Market, Post Office Park
street.

NILAMBUR CREATORS LLP



Partner

THIS INDENTURE is executed at Kolkata on this _____ day of _____, **Two Thousand and Twenty-**_____

BY & BETWEEN

NILAMBUR CREATORS LLP (PAN AAQFN8163K), a Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008, having LLPIN : AAQ-0213 represented by its Designated Partner, Sri Rameswar Prasad (**PAN : _____ and (Aadhar No.- _____) (Mobile No.- _____)**), son of Late Ganesh Prasad, having its Registered Office at 16, Sudder Street, P. O. and P.S. New Market, Kolkata-700 016, hereinafter referred to as the **DEVELOPER** (which expression unless excluded by or repugnant to the context shall include its partners for the time being and their respective heirs, executors, administrators, legal representative and assigns), party of the **FIRST PART;**

A N D

LYTTON HOTEL PRIVATE LIMITED (PAN- AAACL5206G), a Company within the meaning of Companies Act, 1956 having CIN: U55701WB1984PTC037149 and governed by the Companies Act 2013, represented by its registered office at premises No. 14, Sudder Street, P. O. and P.S. New Market, Kolkata 700 016, being represented by its Constituted Attorney Mr. Rameswar Prasad (**PAN : _____ and (Aadhar No.- _____) (Mobile No.- _____)**), son of Late Ganesh Prasad, working for gain at 16, Sudder Street, P. O. and P.S. New Market, Kolkata-700 016, appointed by virtue of registered Power of Attorney dated 29th day of January, 2020 and registered at the office of Additional registrar of Assurances IV and recorded as Being no 190400972 for the year 2020 hereinafter referred to as the **VENDOR/CONFIRMING PARTY**, (which expression unless excluded by or repugnant to the context shall

NILAMBUR CREATORS LLP



Partner

include its successors-in-Interest and assigns), party of the **SECOND PART**;

A N D

[If the Purchaser is a Company] _____, **(CIN No....)** a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar 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 authorised partner, _____ (Aadhar No. _____) authorised vide _____ 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 HUF]
Mr./Mrs. _____ (Aadhar No. _____) son/daughter of _____ aged about _____ FOR SELF AND AS THE Karta of the Hindu Joint 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 and include its successor-in-interest, and permitted assigns)

(or)

[If the Purchaser is an individual]

Mr./Mrs. _____ (Aadhar No. _____) son/daughter of _____ aged about _____ residing at _____ (PAN _____) hereinafter referred to as the Purchasers (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

The Developer and Purchasers shall hereinafter collectively be referred to as the Parties and individually as a Party of the **THIRD PART:**

SECTION- I # INTERPRETATION:

WHEREAS:

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- (i) **"Agreed Consideration"** shall mean the consideration mentioned in the **THIRD SCHEDULE** hereto and payable by the Purchaser to the Builder for acquiring the said Unit.
- (ii) **"Architects"** shall mean any Architect whom the Vendors and the Builder have appointed as the Architects for the Project / Buildings time to time.
- (iii) **"Association"** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the purchasers of Units and the Builder as may be required and be formed or incorporated at the instance of the Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.

- (iv) **"Buildings"** shall mean the Commercial building named "Prasad Central" having One Block of a total of ___ of different types units in B+G+SIX storied Block including such other constructions and/or structures, as may be constructed on the Premises by the Builder from time to time morefully and particularly detailed and described in **PART II** of the **FIRST SCHEDULE** appearing herein below.
- (v) **"Built-Up Area"** and/or **"Covered Area"** in relation to a Unit shall mean the floor area of that commercial Unit including the area of open terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Units, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such Unit.
- (vi) **"Carpet Area"** means the net usable floor, area of an Unit, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the unit;
- (vii) **"Car Parking Area"** means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level and includes all types of car parking areas sanctioned by the Competent Authority morefully and particularly detailed and described in **PART II** of the **SECOND SCHEDULE** appearing herein below;

(viii) "Common Area" means-

- i) the entire land for the real estate project or where the project is developed in phase and registration under the West Bengal Real Estate Regulation Rules, 2021, the entire land for that phase;
- ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;
- iii) the common basements, terraces, car parks, visitors car parking areas and common storage spaces;
- iv) the premises for the commercial usage of persons employed for the managements of the property including accommodation for watch and ward staffs;
- v) Installations of central services such as electricity, water, and sanitation, air-conditioning and incinerating system for water conservation and renewal energy;
- vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- vii) all community and commercial facilities as provide in the real estate project;
- viii) all other potion of the project necessary or convenient for its maintenance, safety etc., and in common use;

(ix) "Common Expenses" shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common Area/Portions, and the Premises and also the expenses for Common Purposes of the Unit Owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges morefully and particularly detailed and described in the **FIFTH SCHEDULE appearing herein below.**

- (x) **“Common Portions”** shall mean the common areas and installations in the Buildings and the Premises that are more fully and particularly mentioned in the **FOURTH SCHEDULE** hereto.
- (xi) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.
- (xii) **“Corpus Deposit or Sinking Fund”** shall mean a deposit comprising of amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards future capital expenses or major maintenance which shall be held by the maintenance Agency/Company/Association morefully and particularly detailed and described in the **THIRD SCHEDULE** hereto.
- (xiii) **“Land”** shall mean the entire land ALL THAT the piece and parcel of free hold land ad-measuring 1 Bigha, 1 Cottha, 1 Chittack and 5 square feet to be the same little more or less comprised in premises no 14/1, Sudder Street, Post Office and Police Station New Market, Kolkata-700 016, under the Kolkata Municipal Corporation Ward no. 63 with all easement rights, more fully & particularly mentioned and described in **PART I** the **FIRST SCHEDULE** hereunder written.

- (xiv) **“Maintenance Agency”** shall mean the Builder or any association, society, company, body or committee formed/appointed by the Builder for the Common Purposes.
- (xv) **“Municipal Corporation”** shall mean the Kolkata Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- (xvi) **“Notice of Possession”** shall mean the notice given by the Builder to the Purchaser in terms of clause 6.1 herein below stating that the said Unit is ready for possession.
- (xvii) **“Plan”** or **“Plans”** shall mean the plan sanctioned by the Kolkata Municipal Corporation; vide Building **Permit no** 2021070079 dated 24-09-2021 (*Valid up to.....*) for construction of the commercial Buildings at the Land and shall include any other plan or plans sanctioned by any other department or departments authorized to do so and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendors and/or the Builder from time to time.
- (xviii) **“Premises”** shall mean the Land including the Buildings detailed and described in **PART I** and **PART II** of the **FIRST SCHEDULE** and other structures to be constructed thereon.
- (xix) **“Project”** shall mean the work of development undertaken and to be done by the Vendors and the Builder jointly in respect of the Premises and/or any modification or extension thereof till such development of the Premises is completed and possession of the

completed Units / Units are made over to the respective Unit Owners.

(xx) **"Proportionate"** with all its cognate variations shall mean the ratio the Covered Area of any Unit may bear to the Covered Area of all the Units in the Buildings.

(xxi) **"Proportionate Undivided Share"** in relation to a commercial/office Unit shall mean the proportionate variable undivided indivisible and impartible share in the Land comprised in the Premises that is attributable to such commercial/office Unit at any point of time.

(xxii) **"Said Unit"** shall mean the commercial/office **Unit No. ___ on the ___ Floor admeasuring** an area of **___ sq.ft. (___ sqm)** Carpet Area/Saleable area together with right to park (.....) nos. of road worthy cars (light motor vehicle) on ___ Floor Level, identified as being Car park no, of the said building "PRASAD CENTRAL" situated at Premises No. 14/1 Sudder Street, Kolkata 700016, Ward No. 70, described in **PART-I** of the **SECOND SCHEDULE** hereto.

(xxiii) **"Said Undivided Share"** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Land comprised in the Premises attributable to the said Unit.

(xxiv) **"Said Unit"** shall mean the said commercial/office Unit, the said Vehicle Parking Space, (if any), and the right of common use of the Common Portions and wherever the context so intends or permits, shall also include the Said Undivided Share.

- (xxv) **"Said Garage"** shall mean a place within a described in **Part-II** of the **SECOND SCHEDULE** hereto.
- (xxvi) **"Saleable Area"** of a commercial/office Unit shall mean the Built-Up Area of such commercial/office Unit and the Proportionate Undivided Share attributable to such Unit.
- (xxvii) **"Unit"** shall mean a commercial/office space in the said commercial Buildings, with or without any Vehicle Parking Space, and wherever the context so intends or permits, shall include the Proportionate Undivided Share attributable to such commercial/office Unit and the right of common use of the Common Portions thereto.
- (xxviii) **"Unit Owners"** shall according to the context, mean all purchasers and/or intending purchasers of different office Units / commercial Units in the Buildings and shall also include the Builder in respect of such office Units / commercial Units which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Vendors and/or the Builder.
- (xxix) **"Vehicles Parking Space"** shall mean such covered spaces on the ground floor or the basement of the Buildings, Open Spaces surrounding or adjacent to the Buildings that may be earmarked by the Builder for parking private cars and two wheelers of the Unit Owners as described in **PART II** of the **SECOND SCHEDULE** hereto.
- (xxx) **"Builder's Advocates"** shall mean _____, who have prepared this Agreement and who shall prepare all legal documents including the Deed of Conveyance in respect of the

development, construction, sale and transfer of the commercial/office Units including the said Unit, in the Premises.

(xxxix) "**Masculine**" gender shall include the "**Feminine**" and "**Neuter**" genders and vice versa.

(xxxixii) "**Singular**" number shall include the "**Plural**" and vice versa.

(xxxixiii) "**Completion Certificate**" shall mean Completion Certificate issued by the Kolkata Municipal Corporation on _____ for the grant of partial Completion Certificate.

(xxxixiv) "**Rights on Purchaser's Default**" shall mean the rights mentioned in the **SEVENTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Purchaser.

(xxxixv) "**Said Sale Agreement**" shall mean the Agreement made between the Vendors herein, therein also referred to as the Vendors of the First Part, the Builder herein, therein also referred to as the Builder of the Second Part, and the Purchasers herein, therein also referred to as the Purchasers of the Third Part whereby the Vendors and the Builder have agreed to sell and the Purchasers have agreed to purchase the Said commercial/office Unit and or for the consideration and on the terms and conditions, as therein contained.

B. The Vendors are the absolute owners of the said Premises.

C. The facts describing the devolution of title of the Vendors to the Premises are more particularly mentioned in the **EIGHTH SCHEDULE** hereto.

D. The Said Land had been earmarked for the purpose of construction of the New Building in accordance with the Said Plan which is comprising of the basement + ground floor + 6 upper floors containing commercial office spaces/office spaces, parking spaces as shown and delineated in the Said Plan and the said project is known as 'Prasad Central' ("Project");

E. That the building sanction plan has been drawn keeping in view that, its design, construction or operation, reduces or eliminates negative impacts, on our climate and natural environment. The same shall be a Green building which shall result in preserving precious natural resources and improve our quality of life.

F. The Owner and the Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the Said Land on which Project shall be constructed is in accordance with the Kolkata Municipal Corporation Sanctioned Plan;

G. The Owner and the Developer have applied for registration of the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on & have been granted registration certificate vide registration no.

H. The Purchaser have inspected the title of the said property, and upon being satisfied that the Developer has marketable right relating to the said property together with rights and appurtenances in relation thereof, had approached the said Nilambur Creators LLP being the Developer herein to purchase a commercial Office space/office space

in the Project and in terms thereof the Developer has agreed to and allotted to the Purchaser all that the commercial/Office space being no. on the floor having carpet area of square feet together with right to park (.....) nos. of road worthy cars (light motor vehicle) on the Floor Level identified as being Car park no, in the said building "Prasad central" at Municipal Premises No. 14/1 Sudder Street, PO & PS New Market, Kolkata 700016 hereinafter referred to as the "said office space" more particularly described in **SECOND SCHEDULE** appearing hereinafter together with pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act together with the floor plan of the said office space is annexed hereto and marked as Annexure 1;

- I. The Purchaser have inspected the Plans and investigated the title of the Developer and is completely satisfied that the Developer has a marketable title relating to the Said office space and the Rights and Properties Appurtenant to the said office space, and henceforth the Purchaser agrees and declares that he/she/it/they shall not raise any objection with regard thereto or any changes or for any amendments that may be made in the Plans.
- J. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein:
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter.

L. In accordance with the terms and conditions set out in this Agreement dated _____ and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell, transfer and convey and the Purchasers hereby agree to purchase the Said office space [more fully mentioned in **PART-I** of the '**SECOND SCHEDULE**' at or for the consideration as detailed in the **THIRD SCHEDULE** and on the terms and conditions appearing hereinafter.

M. The Purchasers herein being desirous of purchasing **ALL THAT** the said commercial/office Unit, as detailed and described in the **SECOND SCHEDULE** has approached and requested the Vendors and the Builder to sell the said office Unit to the Purchasers, when accepting the said request of the Purchasers, by the Said Sale Agreement, the Vendors and the Builder agreed to sell and the Purchasers agreed to purchase the said commercial/office Unit at or for the consideration and on the terms and conditions, more fully therein contained.

N. In due course the builder has completed the construction of the said project accordance with necessary approvals and sanctioned plans and named the complex "**Prasad Central**" and fulfilled all terms and conditions of the said Development Agreement and subsequent Amendments up to date.

O. The Vendors and the Builder have since caused construction and completed construction of the Said commercial/office Unit in accordance with the Plans and obtained the Completion Certificate from Kolkata Municipal Corporation issued on letter **dated** _____ for the grant of Completion Certificate and have issued to the Purchasers the Notice of Readiness and the Notice of Possession in terms of the Said Sale Agreement.

P. The Purchasers having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said commercial/office Unit, has been taken over vacant and peaceful possession thereof prior to the date of execution of these presents and have no claim and /or demand of whatsoever nature include pecuniary.

Q. Now at the request of the Purchasers, the Vendors and the Builder have in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Purchasers in the manner as hereinafter contained.

R. It is recorded that at or before execution of these presents, the Purchasers have by obtaining independent professional services, examined and fully satisfied themselves as to the following:

- (a) The title of the Vendors to the Premises and also the Said Unit;
- (b) The right of the Builder in respect of the Project;
- (c) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents;
- (d) The Plans sanctioned by the Kolkata Municipal Corporation;
- (e) The total measurement of the Said Unit including the Super Built-Up Area thereof;
- (f) The specifications of materials used for construction of the Said Unit and the Buildings; and have agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives their respective right, if any, to do so.

SECTION - II # WITNESSETH:

I. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in consideration of the sum of **Rs. _____ /-** (**Rupees _____ only**) by the Purchasers to the Builder paid at or before the execution hereof (the receipt whereof the Builder doth hereby as also by the

receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchasers and the Said office Unit being hereby conveyed) the Vendors and the Builder do and each of them doth hereby grant convey sell transfer release assign and assure unto and in favour of the Purchasers **ALL THAT** the commercial/office Unit, being identified as **Unit No. ___ on the ___ Floor** admeasuring an area of **___ sq.ft. (___ sqm)** Carpet Area/Saleable area as more fully and particularly mentioned and described in **PART - I** of the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** proportionate undivided share in the Land comprised in the Premises, as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written and attributable to the Said Unit, **TOGETHER WITH** like proportionate undivided share in the Common Portions, fully mentioned and described in the **FOURTH SCHEDULE** hereunder written and attributable to the Said Unit, **AND TOGETHER WITH** right to park {.....} nos. of road worthy cars (light motor vehicle) on ___ Floor Level, identified as being Car park no,as allotted in the Said Vehicle Parking Space at the Premises, and as more fully mentioned in **PART - II** of the within mentioned **SECOND SCHEDULE**, (all hereinafter collectively referred to as "the **Said Unit**"), **AND TOGETHER WITH** the right to use and enjoy the Common Portions detailed in **FOURTH SCHEDULE** in common with the other Unit Owners of the Building **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Unit **AND** all the estate right title interest property claim and demand whatsoever of the Vendors and/or the Builder into or upon the Said Unit **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Unit **TO HAVE AND TO HOLD** the Said Unit and every part thereof unto and to the use of the Purchasers absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchasers' covenants and agreements hereunder contained and on the part of the Purchasers to be observed

fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the **SIXTH SCHEDULE** hereunder written and the Said Sale Agreement) **AND ALSO SUBJECT** to the Purchasers paying and discharging all municipal and other rates taxes and impositions on the Said Unit wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Said Unit wholly and the Premises and in particular the Common Portions proportionately.

SECTION - III # VENDORS' AND BUILDER'S COVENANTS:

I. THE VENDORS AND THE BUILDER DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE PURCHASER as follows: -

- i) The right, title and interest which the Vendors and the Builder doth hereby profess to transfer subsists and that the Vendors and the Builder have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchasers, the Said Unit in the manner aforesaid.
- ii) It shall be lawful for the Purchasers, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendors or the Builder or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.
- iii) The Builder for the time being, and subsequently the Association or Maintenance Company, after handing over the charge of maintenance and management of the Premises to the Association or Maintenance Company by

the Builder, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers 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 Said Unit hereby granted sold conveyed and transferred unto and to the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers.

iv) The Builder for the time being, and the Association or Maintenance Company, upon the Builder handing over all relevant documents in respect of the said Premises to the Association or Maintenance Company, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers produce or cause to be produced to the Purchasers or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Premises and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other copies or extracts there from as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncancelled.

SECTION - IV # PURCHASERS' COVENANTS:

II. THE PURCHASERS DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE VENDORS AND THE BUILDER as follows:

1. The Purchasers agree and bind themselves that the Purchasers shall and will at all times hereafter abide by and observe the restrictions (a) set forth in the **SIXTH SCHEDULE** hereunder written and contained in the Said Sale Agreement.
2. The Purchasers have also examined and satisfied themselves about all the permissions and licenses issued by the concerned authorities, including

those relating to occupation of the Buildings, installation, maintenance and user of lift and other utilities and facilities at the Premises and rules made there under and also acquainted itself and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

3. As from the date hereof, the Purchasers bind themselves to regularly and punctually pay the following amounts and outgoings:

i) Municipal rates and taxes, surcharge and water tax, if any and as assessed on the Said Unit, directly to the Municipal Corporation **Provided That** so long as the Said Unit is not separately assessed for the purpose of such rates and taxes, the Purchasers shall pay to the Builder/Maintenance Agency proportionate share of all such rates and taxes assessed on the Premises.

ii) All other impositions, levies, cess, taxes and outgoings (including Multistoried Building Tax, Betterment fees, Development Charges, GST, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Unit or on the Premises by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Unit and proportionately in case the same relates to the Premises, as the case may be.

iii) Electricity charges for electricity consumed in or relating to the Said Unit directly to electricity supplying body or the Maintenance Agency, as the case may be.

iv) Maintenance charges and proportionate share of all Common Expenses (including any contribution towards major repairs, electricity consumption for the common meter, lift, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said Unit and demanded from time to time by the Builder or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Builder, or the

Association upon its formation, after taking into account the common services provided at the Premises.

3.1 All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Builder or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Builder or its nominee leaving its bill for or demanding the same at the above address of the Purchasers and the Purchasers shall keep the Builder and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to nonpayment or delay in payment thereof.

3.2 The apportionment of the liability of the Purchasers in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchasers in respect of the said Unit shall be done by the Vendor and the Association upon its formation and the same shall be final and binding on the Purchasers.

4. The Purchasers shall, in case already not so done, within 1(One) month from the date hereof apply for and obtain separate assessment of the Said Unit from the Municipal Corporation and the Vendors and the Builder shall sign necessary papers and declarations as may be required. In case the Purchasers fail to have such separation effected, then the Vendors and the Builder shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Purchasers.

5. The Purchasers shall permit the Builder and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Unit and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for

similar purposes and also to view and examine the state and condition of the Said Unit and the Purchasers shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Builder or the Association.

6. It is clarified that the defect liability responsibility of the Developer shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Purchasers or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Developer to the Purchasers ends before the defect liability period and such warranties are covered under the maintenance of the said Office space/building/phase wing and if the annual maintenance contracts are not done/renewed by the Purchasers, the Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendor/Confirming Parties/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Said office spaces and the Common project amenities wherever applicable. The Purchasers have been made aware and the Purchasers expressly agree that the regular wear and tear of the Office space/Building/phase/wing excludes minor hairline cracks on the external and internal walls excluding the RCC structure which occur due to variation in temperature of more than 200-degrees Centigrade and which do not amount to structural defects and hence cannot be attributed to either poor workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchasers, it shall be necessary to appoint an expert who shall be a surveyor nominated by the Architect of the said project, who shall survey and assess the same and then

submit a report to state the defects in material used in the structure of the Office space and in the workmanship executed.

7. From the date of execution hereof and till the continuance of its ownership of the Said Unit, the Purchaser shall:

- i) use the Said Unit only for the exclusive purpose of commercial office space in a decent and respectable manner and for no other purposes;
- ii) use the Said Vehicle Parking Space, if any right to park a motor vehicle is expressly so granted to the Purchasers hereunder, only for the purpose of parking of their own medium sized motor vehicles;
- iii) not use the roof of the Building for any purposes or such purpose for the same is to be considered as a common area with the other Unit Owners;
- iv) use the Common Portions in common with the other Unit Owners of the Building and only to the extent required for ingress and to egress from the Said Unit of men materials and utilities and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Premises.
- v) not to damage, demolish or cause to be damaged or demolished the said Unit or any part thereof;
- vi) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
- vii) not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Developer/Association/Maintenance Agency. Provided however that nothing contained herein shall prevent

- the Purchaser to put a decent nameplate on the outface of the main door of the said Unit;
- viii) not to make or permit or play any disturbing noises or loud sounds or music in the Building or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers and/or disturb them;
 - ix) not to store in the said Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
 - x) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Portions in any manner whatsoever;
 - xi) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV / Satellite Dish Antenna;
 - xii) not to install any loose, hanging or exposed wires or cables anywhere outside the said Unit;
 - xiii) not to interfere with, obstruct or hinder the rights of the Promoter regarding the roofs including the transfer of such rights and entitlements along and/or not to do anything that may be contrary to the provisions of this Deed;
 - xiv) not to carry on or permit to be carried on at the said Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the said Premises and/or the neighborhood;
 - xv) not to use the said Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Promoter to any liability under environmental laws;

xvi) not to install air conditioners anywhere in the said Unit save and except the places which have been specified for such installations;

8. The Purchasers shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Unit Owners in the Building.

9. The Purchasers shall not make any additions or alterations to the Said Unit (including internal partition walls, etc.) nor to the Building or the Premises nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the Said Unit and also not to decorate or paint or clad the exterior of the Said Unit and do not install any Grill in Windows (including the Design of the Said Grill) otherwise than in the manner as be agreed to by the Owner/Builder or the Association in writing.

10. The Purchasers shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Builder or the Association (including those contained in the Said Sale Agreement and the **SIXTH SCHEDULE** hereunder written) or the appropriate authorities for the user and management of the Premises and every part thereof and in particular the Common Portions.

11. The Purchaser may deal with or dispose of or alienate or transfer the said Unit subject to the following conditions:

a) The said Unit shall be one lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares.

b) The transfer of the said Unit by the Purchaser shall not be in any manner inconsistent with this Deed of Conveyance and the covenants contained herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Unit shall automatically be also bound by the same terms,

conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of this Deed of Conveyance.

- c) All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, municipal corporation taxes and other taxes etc. relating to the said Unit payable to the Promoter, the Maintenance Agency and the Municipal Corporation are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same

12. The Purchaser shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever, and in the event of any default, the Purchaser shall be liable to pay interest @ 2% per month on the due amounts, and if such default shall continue for a period of three months, then and in that event, the Purchaser shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Developer/Association as the case may be, shall be entitled to take the following measures and the Purchaser hereby consents to the same:

- i) To discontinue the supply of electricity to the "Said Office space".
 - ii) To disconnect the water supply
 - iii) Not to allow the usage of lifts, either by Purchasers, and visitors.
 - iv) To discontinue the facility of DG Power back-up.
 - v) To discontinue the usage of all amenities and facilities provided in the said project "PRASAD CENTRAL" to the Purchaser and visitors.
- e. The above said discontinuation of some services and facilities shall not be restored until such time the Purchasers have made payment of all the dues together with the interest accrued at the aforesaid rate,

including all costs charges and expenses incurred till then by the Developer/Association to realize the due amount from the Purchasers.

- f. Use the said office space for commercial purpose only.
- g. Use all path, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.
- h. Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- i. Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other office spaces in the New Building and/or the adjoining building/s.
- j. Not to place or cause to be placed any article or object in the common area.
- k. Not to injure, harm or damage the Common Area or any other Office spaces in the New Building by making any alterations or withdrawing any support or otherwise.
- l. Not to park any vehicle 2/4 wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Purchasers.
- m. Not to make any addition, alteration in the structure of the building, internally within the office space or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and duly approved and finalized by the architect of the project.
- n. Not to slaughter or permit to be slaughtered any animal and/or bird, nor do any act deed or thing which may hurt or injure the sentiments of any of the other Purchasers and/or occupiers of the said project.
- o. Not to keep in the said office space any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive which might increase the risk or fire or

- explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said office space and/or any other office space in the said project.
- p. Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said office space' which in the opinion of the Developer / Association differs from the colour scheme of the building or deviation or which in the opinion of the Developer/Association may affect the elevation in respect of the exterior walls/glass facade of the said building.
- q. Not to use the Said office space or permit the same to be used for any purpose whatsoever other than commercial purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Purchasers and other co-owners of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.
- r. Not to allow and/or use the office space as a residential unit for the purpose of dwelling and/or lodging of person or persons.
- s. Not to use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

- t. Not to let out or part with possession of the Car/Two-wheeler(s) Parking Space except as a whole with the Said office space to anyone else, or except to a person who owns the said office space in the New Building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.
- u. Not to encumber the Said office space/ office space in any manner, except for raising the loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the Said office space/ office space in favour of the Purchasers.
- v. To ensure that all interior work of furniture, fixtures and furnishing of the said office space, or any repairs or renewals thereto, is carried out during night hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Purchasers.

13. GREEN BUILDING

The Developer with a view to support and contribute towards promoting a "Eco-Friendly" "Green Environment", has constructed the said Project in compliances to the guidelines laid down by The Indian Green Building Council and in terms thereof had obtained a certification of "Gold Rating" through the Indian Green Building Council for the said Project "Prasad Central". The Developer recommends to the Purchaser/Purchaser herein that: -

- a) The Purchaser/Purchaser should install an energy efficient lighting and/or shall use energy efficient electrical equipment so as to minimize the lighting power density in the said office Space
- b) The Purchaser/Purchaser shall not change the plumbing, fittings and fixtures provided by the Developer in the said office space and, in case they are changed, the Purchaser/Purchaser shall ensure that new fittings and fixtures do not exceed the existing flush and

floor rates as recorded in the "Green Building Manual" of the Indian Green Building Council.

- c) The Purchaser/Purchaser shall make arrangement for collection of Organic Inorganic and E-Waste and to hand over the same separately to the Maintenance Agency appointed by the Developer and/or by the association to be formed thereafter.
- d) That the Purchaser/Purchaser shall ensure that while carrying out the work of interior decoration in the said office space, as far as possible, local material should be utilized as well as rapidly renewable material and material which is salvaged and with a high recycled content.
- e) That the Purchaser/Purchaser shall ensure that Low VOC Paints, Adhesives and Sealants should be utilized in the interior / exterior / additions / modifications work
- f) That Bio-degradable materials should be used in carrying out such interior work / finishing.
- g) To utilize Electric Charging Points for Electric Vehicles provided by the Developer in the basement/podium parking.
- h) The Purchaser/Purchaser shall be liable to:-
 - (ii) use of low VOC primer and paint (less than 50 grams/litre)
 - (iii) Use of alternate materials of natural timber in full wood work
 - (iv) Use of primer and paint having VOC 50 grams/litre
 - (v) Use of local material/items
 - (vi) Full adherence to Make in India policy
 - (vii) VRF (Variable flow refrigerant system) with COP – 4.0 at full load.
 - (viii) BEE 5 Star rated split Air Conditioning Units and BEE 3 star rated other equipment's.
 - (ix) LED lightings
 - (x) Eco friendly refrigerants.

The details of the said compliances are available to the Purchaser/Purchaser in the "Green Building Manual" of the Indian Green Building Council

SECTION - V # VENDORS', BUILDER'S AND PURCHASERS' MUTUAL COVENANT:

I. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

- a) The properties benefits and rights hereby conveyed unto and in favour of the Purchasers are and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchasers shall also not claim any division or partition in the Land comprised in the Premises towards its proportionate land share appurtenant to the Said Unit. It is further agreed and clarified that any transfer of the Said Unit by the Purchasers shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchasers shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.
- b) All the units and other constructed areas if any as well as the other open and covered spaces in the new building or the said premises shall remain the exclusive property of the Unit Owners proportionately.
- c) After the allotment and transfer of all the Units in the Building or earlier, as the case may be, the Association of the Unit Owners shall be formed and the Purchasers and the other Unit Owners shall be the members thereof, each having voting rights therein equivalent to one vote, it being clarified that in case there be more than one purchaser of a Unit then only one of the such purchasers shall be entitled to have voting right equivalent to one vote. The Purchaser shall, along with the other Unit Owners, sign and execute all papers, documents, declarations and applications for the purpose

of formation of the Association and its taking charge of the acts relating to the Common Purposes.

d) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes or until the expiry of three months of a notice in writing given by the Builder to the Purchasers and the other Unit Owners to take charge of the acts relating to the Common Purposes whichever be earlier, the Builder or its nominees shall manage and maintain the Premises and in particular the Common Portions and look after the Common Purposes **subject however** to the Purchasers making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.

e) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Builder and/or its nominee to the Association or the Unit Owners. All references to the Builder herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association and/or the Unit Owners.

f) In the event of the Purchasers failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchasers under these presents and/or in observing and performing the covenants terms and conditions of the Purchasers hereunder, then the Builder and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to: -

(i) Claim interest at the rate of _____ per annum on all the outstanding amounts.

(ii) To demand and directly realize the amounts becoming due and payable to the Purchasers by any tenant or licensee or other occupant in respect of the Said Unit.

(iii) Discontinue supply of water to the Said Unit.

- (iv) Disconnect electricity Connection in the Said Unit.
- (v) Withhold and stop use of all other utilities and facilities (including lift) to the Purchasers and their Family Members, guests, tenants or licensees.
- g) The bills for maintenance charges/Common Expenses, electricity charges, etc. payable by the Purchasers to the Builder and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Purchasers, in case the same is left in the Said Unit or in the letter box in the ground floor of the Building and earmarked for the Said Unit or emailed to the last recorded email address.
- h) The Building shall at all times be recognized as a commercial building bearing the name "**PRASAD CENTRAL**" and none else.
- i) These presents constitute the entire understanding between the Parties and shall have overriding effect on all earlier agreements, contracts and understanding, if any, made between the Parties prior to execution of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART - I

(Description of the Premises)

ALL THAT the piece and parcel of free hold land ad-measuring 1 Bigha, 1 Cottha, 1 Chittack and 5 square feet to be the same little more or less comprised in premises no 14/1, Sudder Street, Post Office and Police Station New Market, Kolkata-700 016, under the Kolkata Municipal Corporation Ward no. 63 with all easement rights, more fully & particularly mentioned and described in the following manner:

- On the North : Partly by premises No. 7E, Lindsay Street and Partly by premises No. 6A and 5B, Lindsay Street;
- On the South : By Sudder Street;
- On the East : By Premises No. 14, Sudder Street;

On the West : By Premises No.14/2, Sudder Street.

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

PART - II

(Description of the New Building "Prasad Central")

ALL THAT the new "**Building**" consisting of different type of commercial units in the B+G+six storied Block including such other constructions and/or structures, as per the sanctioned Plan bearing No. Building **Plan(s) Memo No.** _____ **dated** _____ and obtained Completion Certificate dated _____ on upon the Premises more particularly described in the **First Schedule** herein above.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART - I

(Description of the Said Unit)

ALL THAT the commercial Self Contained **commercial/office Unit No.** ___ **on the** ___ **Floor** admeasuring an area of ___ **sq.ft.** (___ **sqm**) Carpet Area/Saleable area along with garage/closed parking no. ___ admeasuring an area of ___ **sq.ft.** and/or with exclusive right to use covered Mechanized Parking / Parking space No. --- located on basement/Ground/Stilt floor of the said building at "PRASAD CENTRAL" lying and situated at Premises No. 14/1 Sudder Street, Kolkata 700016, Ward No. 63, more particularly

described in the **First Schedule** herein above and as more fully and particularly shown in the map or plan annexed hereto, being **Annexure – A**, and thereon bordered in **red**.

PART-II

(Description of the Said Vehicle Parking Space)

ALL THAT the right to park (.....) nos. of road worthy cars (light motor vehicle) on ____ Floor Level, identified as being Car park no, admeasuring an area of ____ **sq.ft.**, in the Building more particularly described in the **FIRST SCHEDULE** herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Total Consideration)

The Purchasers/Purchasers has purchase the said commercial office space being office No. on the Floor, total ad-measuring sq. ft. carpet area together with right to park (.....) nos. of road worthy cars (light motor vehicle) space on Floor Level, identified as being Car park no, be the same a little more or less in "PRASAD CENTRAL" at 14/1, Sudder Street, Kolkata – 700016 for a total consideration of Rs./- (Rupees Only) including GST if any & other cost, in "PRASAD CENTRAL" at 14/1, Sudder Street, Post Office and Police Station New Market, Kolkata-700 016, to be paid by the Purchaser(s) to the Developer in the manner as stated hereunder:-

- (a) The Said office space (undivided proportionate
land share in Said Premises) Rs./-

- (b) GST on said office space at applicable rate% Rs.
/-
- (c) Miscellaneous Charges including
 applicable GST (Rs./- + 18% GST) Rs.
/-
- (d) Extra Work Charges Rs./-

.....
 Total - Rs.
/-

(Rupees Only)

N.B.:

Price includes right of user in Common Areas.

Price includes GST and cost of additional features/facilities provided at the request of the Purchasers/Purchasers.

Deposit and charges of electric meter to be provided by CESC Limited, costs for registration of transfer documents, legal fees, deposit for maintenance and taxes are excluded from Price etc. details of which are mentioned below:

Description	Amount (Rs.)
CESC Deposit	NIL
Maintenance Deposit (@ Rs. 100/- per Sq.ft.)	Rs./-
Sinking Fund Deposit (@ Rs. 50/- Per Sq. Ft.)	Rs./-
Total	Rs. _____/-

FOURTH SCHEDULE
(Description of the Common Portions)

- A.** Common areas and installations in respect whereof only the right of user in common shall be granted to the Purchaser:
- 1.** Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.
 - 2.** Roof right.
 - 3.** Staircase and Staircase landing, Lift and lift landings on all floors of the new Building.
 - 4.** Common passage and lobby on the ground floor for garage space area of the new Building.
 - 5.** Water pump, water tank, water pipes and other common plumbing installations.
 - 6.** Electrical Substation/Transformer, electrical wiring meter room, generator and fittings (excluding those as, are installed for any particular unit).
 - 7.** Water and sewerage evacuation pipes from the units to drains and sewers common to the building (s).
 - 8.** Drainage, sewers and pipes, from the building to the Municipal drainage.
 - 9.** Boundary walls and main gates of the new Building.
 - 10.** Duct.
 - 11.** Project Control Room, Caretaker/Security Gate Goomty, Toilet for Driver/Security (subject to Sanction).
 - 14.** Security Check post at the entries of the Building.
- A1.** The Purchasers agree and acknowledge that no right of access or use will be permitted to the Purchasers, their men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the Owner/Builder.

A2. The Purchaser agrees and acknowledges that no right of access or use will be permitted to the Purchaser, his men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the Builder including those areas and/or spaces in the Premises which have been earmarked by the Builder exclusively for commercial use.

A.3. Common installations and/or facilities for which proportionate additional costs are to be paid by the Purchaser:

- (i) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
- (ii) Common power generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Units.
- (iii) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section - A above.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipment's installations and accessories for common services, utilities and facilities (including the outer walls of the Building).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipment's, installations and accessories for common facilities and utilities (including lifts, water pump with motor etc.).

3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **ASSOCIATION:** Establishment and all other expenses of the Association or Maintenance Company (including its formation) and also similar expenses of the Builder or any agency looking after the Common Purposes until handing over the same to the Association excluded the commercial space and the area on the roof earmarked for the Commercial use.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Premises or the Building or any part thereof (save those assessed separately in respect of the Said Unit).
6. **INSURANCE:** Insurance premium if any for insuring the Buildings against 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 (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES:** Sinking Fund/Corpus Fund, Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Builder and/or the Association for the Common Purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Restrictions imposed on the Purchasers).

1. The Purchasers agree, undertake and covenant to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;

- b) permit the Builder, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit for the Common Purposes of the Project;
- c) deposit the amounts for various purposes as may be required by the Maintenance Agency or the Association;
- d) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- e) keep the said Unit and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units /parts of the Building;
- f) in particular, and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- g) use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit of men materials and utilities;
- h) sign and deliver to the Builder all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Unit from the service provider in the name of the Purchaser;
- i) bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately, and the said Unit wholly;
- j) pay Municipal Corporation Taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately, and the said Unit wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;

- k) pay monthly common area maintenance charges for the maintenance of the Building, open areas, common areas, paths, passages and the Premises as a whole, at such rate as may be quantified by the Builder/Association;
- l) pay the monthly subscription for using the Community Hall and any other facilities if provided by the Purchasers and their family members at such rate as may be quantified by the Builder/Association at the appropriate time;
- m) pay for Wi-Fi, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Unit;
- n) allow the other Unit Owners the right of easements and/or quasi-easements;
- o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- p) observe and comply with such other covenants as be deemed reasonable by the Builder/Association for the Common Purposes;
- q) not to use the said Unit or permit the same to be used for any purpose other than a private dwelling place of families;
- r) not to do or suffer any thing to be done in or about for the said Unit which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Unit or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- s) not to demolish or cause to be demolished the said Unit or any part thereof at any time or any part of the said Building or the fittings and fixtures thereof;
- t) not to make in the said Unit any structural alterations of a permanent nature except with the prior approval in writing of the Builder and/or the Municipal Corporation and all other concerned or statutory authorities;

- u) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Unit;
- v) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Unit or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Building;
- w) not to put any name plate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Builder Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Unit;
- x) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Building, save at places specified / fixed and in a manner as indicated by the Builder;
- y) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Unit or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- z) not to decorate the exterior of the Building otherwise than in the manner agreed by the Builder/Maintenance Agency/Association in writing or in the manner as nearly as may be in which it was previously decorated;
- aa) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Building;
- bb) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building;
- cc) not to claim partition or sub-division of the Land comprised in the Premises underneath the Building and/or the Common Portions towards its Proportionate Undivided Share attributable to the said Unit or any part

thereof nor to do any act or deed, whereby the rights of the Vendors and the Builder and/or the rights of the purchaser of other Units in the Building is affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Building;

dd) not to partition the said Unit by metes and bounds;

ee) not to shift or obstruct any windows or lights in the said Unit or the Building;

ff) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit without the prior consent in writing of the Builder and/or the Association;

gg) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchasers, if any, mentioned in **PART-II** of the **SECOND SCHEDULE** hereto; and

hh) Purchasers shall always cooperate with other Unit Owners for ingress and egress of their respective Car/Vehicle/Motor Cycle from their respective Car parking Space of the Building by mutual understanding amongst them.

ii) not to let out the said Unit or any part thereof without obtaining prior written permission of the Builder and making payment of all sums or amounts then due and payable by the Purchaser in respect of the said Unit.

jj) not to park any car or two-wheeler in the Premises if the Purchasers have not been allotted any Vehicle Parking Space.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Rights on Purchaser's Default)

a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and

electricity charges) or otherwise by the Purchaser to the Builder or the Association upon its formation, interest shall be payable by the Purchaser at the agreed rate of ____percent per annum from the due date till the date of payment.

b) In addition to the above the Purchasers shall have to deposit towards Sinking Fund/Corpus Fund before taking possession of the unit when called upon to do so which will transfer, **post deduction**, if any, to the registered body (Association) after it is formed, without interest. The Maintenance Corpus Deposit collected from each Purchaser will remain credited to the account of such Purchaser in the records of Builder and subsequently to the said registered body

c) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Unit continuing for more than 2 months, then the Builder and/or the Association upon its formation shall be entitled to issue a notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Purchaser does not comply with the said notice to the satisfaction of the Builder and the Association, as the case may be, then the Builder and/or the Association, as the case may be, shall be entitled to invoke their rights under **Section V clause I (f)** of these presents and the Purchaser shall in addition be liable to pay to the Builder and/or the Association, compensation and/or damages that may be quantified by the Builder / Association.

d) In the event of any charges for any reason whatsoever being debited to the Bank Account of the Builder / Association for any cheque for any amount issued by the Purchaser, the Purchaser agrees to pay / reimburse to the Builder / Association, such bank charges. The Purchaser further undertakes that in case of return of any cheques being dishonoured, the Purchaser shall be liable to make payment of the amount of such dishonoured cheque with

interest thereon. This shall be without prejudice to the other legal rights of the Builder / Association under law (including under the Negotiable Instruments Act, 1881) as also the other rights of the Builder and/or the Association under this Agreement.

THE EIGHTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

- A. That the said Lytton Hotel Private Limited the Vendor/Confirming Party herein had purchased ALL THAT the premises No. 14/1 Sudder Street, Calcutta, admeasuring about 1 Bigha, 1 Cottha, 1 Chittack and 5 square feet along with two brick built structures built and standing thereon and measuring about 4575 sq. ft. and 4654 sq. ft. be the little more or less by virtue of a Deed of Conveyance dated 17th November 2005 registered with the office of the Registrar of Assurances, Calcutta in Book No.-I, Volume No.-7, Page No.-1 to 17 Being no. 06721 for the year 2005.
- B. The Vendor/Confirming Party got itself mutated as the owner of the said property in the Assessment records of the Kolkata Municipal Corporation vide Assessee no. 110635100229.
- C. That for the purpose of development and commercial exploitation of ALL THAT the premises No. 14/1 Sudder Street, Calcutta, admeasuring about 1 Bigha, 1 Cottha, 1 Chittack and 5 square feet along with two brick built structures built and standing thereon and measuring about 4575 sq. ft. and 4654 sq. ft. be the little more or less under K.M.C Ward No 63, Police Station: - New Market hereinafter referred to as "**the said land**" more fully and particularly described in the **FIRST SCHEDULE** herein written, the Vendor/Confirming Party as Owner of the said property has entered into a Development Agreement dated 28th January 2020 with Nilambur Creators LLP registered with the Additional Registrar of Assurances- IV of Kolkata in Book no. I, Volume no.1904 -

2020 Pages from 54889 to 54948 Being no. 190400859 for the year 2020
on such terms and conditions as detailed and recorded therein.

IN WITNESS WHEREOF the parties hereto have hereunto put their
respective hands the day month and year first above written.

SIGNED AND DELIVERED by the
VENDORS at **Kolkata**

in the presence of:

1.

2.

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

1.

2.

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

1.

2.

MEMO OF CONSIDERATION

RECEIVED on the day month and year first above written of and from the within named Purchasers the within mentioned sum of **Rs. _____/- (Rupees _____ only)** paid as and by way of full consideration in terms of these presents.

Sl. No.	Details	Amount (Rs)
1	By cheque no. _____ dated _____	
2	By cheque no. _____ dated _____	
3	By cheque no. _____ dated _____	
4	By cheque no. _____ dated _____	
5	By cheque no. _____ dated _____	
6	TDS (_____)	

TOTAL
(RUPEES _____ ONLY)

WITNESSES:

1.

(OWNERS)

2.

NILAMBUR CREATORS LLP



Partner

NILAMBUR CREATORS LLP

9/11/2017

=====
DATED THIS ____ DAY OF _____, 202..
=====

BETWEEN

LYTTON HOTEL PRIVATE LIMITED

...VENDOR/CONFIRMING PARTY

AND

NILAMBUR CREATORS LLP

...DEVELOPER

AND

1)

PURCHASERS/PURCHASERS

DEED OF CONVEYANCE

NILAMBUR CREATORS LLP

Partner

NILAMBUR CREATORS LLP

[Signature]

Partner