

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** ("Deed") is made on this [•] day of [•], 20[•] at Kolkata

BY AND BETWEEN

WEST BENGAL HOUSING BOARD, (PAN: AAAJW0019K), a Statutory Body Corporate constituted under the West Bengal Housing Board Act, 1972 (Act XXXII of 1972), having its office at 105, S. N. Banerjee Road, District: Kolkata, Post Office: Taltola, Police Station: Taltola, Kolkata-700014, West Bengal, India, (duly represented herein by its Constituted Attorney vide Power of Attorney dated [•]) **BENGAL AMBUJA HOUSING DEVELOPMENT LIMITED**, a Joint Sector Company, incorporated under the Companies Act, 1956 and an existing company under the Companies Act, 2013 and having its Registered Office at "Vishwakarma", 86C, Topsia Road (South), District: 24 Parganas(South), Post Office: Tangra, Police Station: Topsia, Kolkata-700046, West Bengal, India, ("**BAHDL**") represented by its Mr. [•], (PAN: [•]), (Aadhaar No. [•]), son of [•], residing at [•] and duly authorized vide Board Resolution dated [•], hereinafter referred to as the "**OWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **FIRST PART**:

AND

S.E. BUILDERS & REALTORS LIMITED, (CIN No.U70109WB2011PLC171075), (PAN: AAQCS8412H), a company incorporated under the provisions of the Companies Act, 1956 and an existing Company under the Companies Act, 2013, having its Registered Office at "Vishwakama", 86C, Topsia Road (South), District: 24 Parganas(South), Post Office: Tangra, Police Station: Topsia, Kolkata-700046, West Bengal, India, represented by its Mr. [•], (PAN: [•]), (Aadhaar No. [•]), son of Mr. [•], residing at [•] and duly authorized vide Board 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 successor-in-interest and permitted assignees) of the **SECOND PART**:

AND

[If the Purchaser is a company]

[•], (CIN no.[•])(PAN[•]) 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 [•], represented by its authorized signatory Mr. [•], (PAN [•]), (Aadhaar No. [•]), son of [•], residing at [•],duly authorized vide board resolution [•] hereinafter referred to as the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)of the **THIRD PART**

[OR]

[If the 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 [•], son of [•], residing at [•],) 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 permitted assigns) of the **THIRD PART**.

[OR]

[If the Purchaser is an Individual]

Mr./Ms. [•] (Aadhaar No [•]) son/ daughter of [•], aged about [•] years, residing at [•], 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) of the **THIRD PART**.

[OR]

[If the Purchaser is a HUF]

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

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

The Owner, Promoter and the Purchaser shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS:

- A. The Owner presently is the sole and absolute owner of and is well and sufficiently entitled to land admeasuring 20.184 acres (equivalent to 81681.82 square meters) comprised in RS Dag/Plot Nos. 135(P), 136(P), 137(F), 126/165(P), 124/167(P), 127/169(P), 128/170(F) and 129/171(P) under RS Khatian No. 147, 148, 156/164 and 165/157 within Mouza: Barakhola, J.L. No. 21, Police Station: Purba Jadavpur (formerly Tollygunge), Sub-Registry Office: ADSR Sealdah, in the District of South 24 Parganas situate lying at and being the Premises No. 405, Barakhola, Mukundapur, Kolkata - 700099 within Ward No. 109 of the Kolkata Municipal Corporation ("Larger Land").

- B. The Owner had purchased the Larger Land by virtue of 5 separate sale deeds, all dated 19 August 2008 and all registered with the Additional District Sub-Registrar, Sealdah, for the year 2008 in:
- (i) Book No. 1, CD Volume No.43, Page from 230 to 237, being Deed No.833 executed by Sohanlal Manpuria s/o Late Bajrang Lal Manpuria in favour of West Bengal Housing Board;
 - (ii) Book No. 1, CD Volume No.43, Page from 238 to 247, being Deed No.834, executed by Narendra Manpuria, s/o Sri Sohanlal Manpuria in favour of West Bengal Housing Board;
 - (iii) Book No. 1, CD Volume No.43, Page from 248 to 259, being Deed No.835 executed by Rita Adhikari, w/o Sri Samarjit Adhikari in favour of West Bengal Housing Board;
 - (iv) Book No. 1, CD Volume No.43, Page from 260 to 272, being Deed No.836, executed by Ashish Ghosh, s/o Late Indu Bhusan Ghosh in favour of West Bengal Housing Board;
 - (v) Book No. 1, CD Volume No.43, Page from 273 to 284, being Deed No.837 executed by Mr. Debashis Ghosh, s/o. Late Indu Bhusan Ghosh in favour of West Bengal Housing Board;
- C. The Owner had entered into a development agreement dated 31 December 2009 ("**Development Agreement**", which expression shall include all subsequent amendments, extensions and revisions thereof) with BAHDL for construction and development of the Larger Land for housing and allied purposes for the consideration and subject to the terms and conditions contained therein. The Owner had, pursuant to the terms of the Development Agreement, also executed a power of attorney on 31 December 2009 ("**POA**", which expression shall include all subsequent amendments, extensions and revisions thereof) appointing BAHDL as its true and lawful attorney,.
- D. By an Agreement dated 30 January 2012 BAHDL had transferred and assigned its ~~rights and obligations under the Development Agreement in relation to the~~ development of the Larger Land to the Promoter herein for the consideration and subject to the terms and conditions contained therein.
- E. In pursuance of the terms of the Development Agreement, the Promoter has undertaken the development and construction of a multi-zonal complex on the Larger Land under the name and style "**UTALIKA-THE CONDOVILLE**" ("**Utalika**") in multiple phases and comprising 3 (three) distinctly earmarked zones as under:
- (i) **Efficiency Comfort Zone:** The Promoter has already completed the development of a residential complex having 1 (one) multi- storeyed residential tower comprising both lower-income group (**LIG**) and middle-

income Group (**MIG**) apartments along with common areas, parts, portions, utilities, amenities and installations ("**Efficiency Comfort Zone**") dedicated to and intended for the exclusive use in common by the allottees of such Efficiency Comfort Zone on a clearly demarcated land area admeasuring 1.937 acres ("**Efficiency Comfort Zone Land**" as depicted and demarcated in the map/plan of the Larger Land annexed herewith and marked as **Annexure "I"** and bordered thereon in **GREEN** colour), as a separate real estate project.

(ii) **Future Development Zone**: A clearly demarcated land area admeasuring 0.879 acres out of the Larger Land ("**Future Development Zone Land**" as depicted and demarcated in the map/plan of the Larger Land annexed herewith and marked as **Annexure "I"** and bordered thereon in **BLUE** colour), is identified by the Promoter for the purpose of developing a multi-storeyed tower comprising constructed spaces meant partly for residential ("**MIG Block**"), partly for commercial ("**Retail Block**") and partly for semi-commercial ("**Office Block**") use along with necessary common areas, parts, portions, facilities, utilities, amenities and installations meant for access and use by one or more such Blocks ("**Future Development Zone**") as one or more separate real estate project(s).

(iii) **Luxury Zone**: A clearly demarcated land area admeasuring 15.615 acres out of the Larger Land ("**Complex Land**", more fully and particularly described under Part I of **Schedule "A"** hereunder and depicted and demarcated in the map/plan of the Larger Land annexed herewith and marked as **Annexure "I"** and bordered thereon in **RED** colour), is identified by the Promoter for the purpose of developing a luxury zone ("**Complex/Luxury Zone**") comprising 5 (five) separate multi-storied tower(s) (collectively "**Towers**" and singularly, a "**Tower**"). Pursuant to the same, the Developer has completed the development and construction of 5 (five) Towers namely, Tower A ('Prathama'), Tower B ('Chaturthi'), Tower C ('Utalika Luxury Phase- 5'), Tower D ('Tritiya') and Tower E ('Dwitiya'), all comprising high-end luxury apartments. Additionally, Tower C/Utalika Luxury Phase- 5 also comprises of a high-end luxury club with a hospitality section.

F. The Promoter had obtained a composite sanctioned building plan as a part of the Master Plan for the development of both the Tower 'C' and the Future Development Zone Land. The said composite sanctioned plan permits the construction and development of two adjacent multi-storied towers situated on the Project Land (defined below) and the Future Development Zone Land respectively, both having basement, ground plus 33 (thirty three) upper storeys, and connected with each other at the Basement ('B'), the Ground Floor ('P1'), the First Floor ('P2'), the Second Floor ('P3'), the Third Floor ('P4') and the Fourth Floor ('P5') (the said B, P1, P2, P3, P4 and P5 floors are hereinafter collectively referred to and identified as the "**Connected Floors**").

- G. The Promoter has developed Tower 'C' named "Utalika Luxury Phase- 5" as a multi-storeyed building with basement, ground and 33 (thirty three) upper storeys on land admeasuring 0.897 acres (equivalent to 3632 square metres) of clear demarcated land out of the Complex Land ("**PROJECT LAND**"). The detailed description of the Project Land is given in **Part II of Schedule "A"** hereunder and demarcated in the map/plan of the Complex Land annexed herewith and marked as **Annexure "II"** and bordered thereon in colour **RED**.
- H. The Promoter has developed a part of the said Tower 'C' as 'Phase 5' of the Luxury Zone/Complex comprising high end luxury residential apartments of various shapes and sizes located on clearly demarcated portions of the 5th (fifth) and 6th (sixth) floors and the 7th (seventh) floor to the 33rd (thirty-third) floor in entirety along with covered car parking slots located on the 1st (first) floor (P2), 2nd (second) floor (P3) and a clearly demarcated portion of the 3rd (third) floor (P4) of the Connected Floors **along with** necessary common areas, parts, portions, utilities, amenities and installations dedicated to and intended for the exclusive use and enjoyment in common by the allottees of such project ("**Project Common Areas**", more fully and particularly described in **Part "I" of Schedule "C"**, and depicted in the drawings/plans of the various parts of the Tower C, annexed hereto and collectively marked as **Annexure "IV"** and coloured thereon in **RED** colour) (hereinafter collectively referred to and identified in entirety as the "**PROJECT**").
- I. The Promoter has developed and constructed a part of the said Tower 'C' as a high-end luxury club with a hospitality section located on clearly demarcated portions of the 5th (fifth) and 6th (sixth) floors along with covered car parking slots located on the ground floor (P1) and a clearly demarcated portion of the 3rd (third) floor (P4) of the Connected Floors **along with** certain demarcated areas, parts, portions and identified utilities, amenities and installations located in the basement and ground floor (P1) of the Connected Floors dedicated to and intended for the exclusive use and enjoyment of the Promoter (hereinafter collectively referred to and identified as the "**Promoter's Club**" and depicted in the drawings/floor plans of the various parts of the Tower C annexed hereto and collectively marked as **Annexure "XI"** and coloured thereon in **RED** colour), which shall be exclusively retained and owned by the Promoter for its own business purposes and enjoyment. Further, all the (i) 22 (twenty-two) covered car parking slots located on a clearly demarcated area of the 3rd (third) floor (P4) of the Connected Floors ("**Office Parking Spaces**") shall be retained and owned by the Promoter for allotment in favour of the allottees of the Office Block comprised in the Future Development Zone (ii) 90 (ninety) covered car parking slots located on the 4th (fourth) floor (P5) of the Connected Floors shall be retained and owned by the Promoter for allotment in favour of the allottees of the MIG Block comprised in the Future Development Zone ("**MIG Parking Spaces**"). It is expressly agreed by and between the Parties that the Promoter's Club, the Office Parking Spaces and the MIG Parking Spaces, shall not be considered as a part of the Project in any manner whatsoever.

- J. Each of the phases in the Luxury Zone and the Future Development Zone are separate real estate projects save and except: (i) certain designated areas, facilities, utilities, amenities, installations in Tower 'C'/ Utalika Luxury Phase- 5, the access and use of which are meant to be shared by the allottees/purchasers of the Project in common with the Promoter and/or visitors to /occupants of the Promoter's Club (more fully and particularly described in Part "II" of Schedule "C" and depicted in the drawings/plans of the various parts of Tower 'C'/ Utalika Luxury Phase- 5, annexed hereto and collectively marked as Annexure "V" and coloured thereon in RED colour and hereinafter collectively referred to and identified as the "Project & Promoter's Club Shared Common Areas");(ii) certain designated areas to be utilised for integration of the infrastructural facilities, utilities, amenities, installations, between the Tower 'C'/ Utalika Luxury Phase- 5 and the Future Development Zone, the access and use of which are meant to be shared by the allottees/purchasers of the Project in common with the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees/purchasers of one or more phases of the Future Development Zone (more fully and particularly described in Part "III" of Schedule "C" and depicted in the drawings/plans of the various parts of the Project and the Future Development Zone, annexed hereto and collectively marked as Annexure "VI" and coloured thereon in RED colour and hereinafter collectively referred to and identified as the "Tower 'C' & Future Development Zone Shared Common Areas"); and (iii) certain designated areas to be utilised for integration of the infrastructural facilities, utilities, amenities, installations, between the 5 (five) separate phases of the Luxury Zone, the access and use of which are meant to be shared by the allottees/purchasers of the Project in common with the Promoter and/or visitors to /occupants of the Promoter's Club and all other allottees/purchasers/lawful occupants of the remaining 4 (four) Towers in the Luxury Zone on the Complex Land, (more fully and particularly described in Part "IV" of Schedule "C" and depicted in the 5 (five) drawings/plans of the various parts of the Complex, being VI/1, VI/2, VI/3, VI/4, VI/5 annexed hereto and collectively marked as Annexure "VII" and coloured thereon in RED colour and hereinafter referred to and identified collectively as the "Complex Shared Common Areas").
- K. Accordingly, the purchasers of the Project shall be entitled to the perpetual, irrevocable, non-exclusive right to use and enjoy: (i) the Project & Promoters Club Shared Common Areas in common with the Promoter and/or visitors to /occupants of the Promoter's Club; (ii) the Tower 'C' & Future Development Zone Shared Common Areas in common with the Promoter and/or visitors to /occupants of the Promoter's Club and the allottees/ owners/ lawful occupants of one or more phases of the Future Development Zone; and (iii) the Complex Shared Common Areas in common with the allottees/ owners/ lawful occupants of all the remaining four (4) Towers/Phases comprised in the Complex. For the sake of clarity, the Project Common Areas, Project & Promoter's Club Shared Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas and the Complex Shared Common Areas have been collectively referred to as the "Common Areas" wherever the context so requires in this Deed.

- L. In pursuance of the Development Agreements, the Owner through the Promoter had caused the sanctioning of a single integrated building plan, proposing development and construction of a building complex comprising of residential buildings and allied facilities on the area of Larger Land, bearing Building Permit No. 2014120101 dated 13 June 2014, which plan was re-validated and extended on 25 June 2019 ("Master Plan" which expression shall include all subsequent revisions, amendments, extensions thereof) by the Kolkata Municipal Corporation ("KMC"). The Master Plan was revised vide Building Permit No. 2023120166 dated 28 June 2023 and subsequently regularised under Rule 26 of Kolkata Municipal Building Rules, 2009 approved by D.G.(Building) dated 15 December 2023. It is therefore, clarified that the final layout plans, building plans, specifications and approvals in respect of the Project are not a separate building plan but part of the Master Plan sanctioned by the KMC ("Project Plan").
- M. The Towers 'Prathama', 'Dwitiya', 'Tritiya' and 'Chaturthi' were registered as separate real estate projects under the provisions of the erstwhile West Bengal Housing Industry Regulation Act, 2017 whereas the Promoter registered the Project as a separate real estate project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("the Act") at Kolkata on [•] under Registration No. [•] by the West Bengal Real Estate Regulatory Authority ("WBREERA").
- N. The Purchaser had applied for an apartment in the Project vide **Application No. [•] dated [•]** and has been allotted **ALL THAT** Apartment No. [•], having carpet area of [•] Sq. mts. ([•]Sq. ft), Along With an exclusive Balcony Area of [•] Sq. mts. ([•] Sq.ft.) and an exclusive Open Terrace Area of [•] Sq. mts. ([•] Sq.ft.) appurtenant to the carpet area of the Apartment (corresponding to a super built-up area of [•] Sq. mts. ([•] Sq.ft.)), located on the [•] Floor in Tower C named Utalika Luxury Phase- 5 within the **Luxury Zone** of **UTALIKA-THE CONDOVILLE** (hereinafter referred to and identified as the "**APARTMENT**" which is more fully described in **Schedule-"B"** hereto) **Together With** [•] no. covered car parking space(s) being Parking Slot No. (s). [•] (measuring [•] Sq. mts. (135 Sq.ft.) and located at [•] ("**Parking Space(s)**")
- O. By a provisional allotment letter dated [•] ("**Allotment Letter**") the Promoter had allotted the Apartment together with the Parking Space(s) and the Purchaser agreed to accept such allotment for a total consideration of [•] ("**Total Price**") subject to the terms and conditions mentioned therein with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project and the Complex.
- P. Thereafter, by and under an Agreement for Sale dated [•] and registered in the office of [•] in Book No. 1, Volume No. [•], at Pages [•] to [•] as Deed No. [•] for the year [•] ("**Agreement**"), the Promoter agreed to sell to the Purchaser and the Purchaser agreed to purchase **ALL THAT** the Apartment along with the Parking

Space(s) **Together With** the undivided proportionate share in the Project Common Areas **Together With** the perpetual irrevocable right to use the Project & Promoter's Club Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project and the Promoter and/or visitors to /occupants of the Promoter's Club **Together With** the perpetual irrevocable right to use the Tower 'C' & Future Development Zone Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project, Promoter and/or visitors to /occupants of the Promoter's Club and the allottees/purchasers/lawful occupants of one or more phases of the Future Development Zone **Together With** the perpetual irrevocable right to use Complex Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project, the Promoter and/or visitors to /occupants of the Promoter's Club and all other allottees/purchasers/lawful occupants of the remaining 4 (four) Towers in the Luxury Zone on the Complex Land, for the Total Price and on the terms and conditions as recorded therein. Such terms and conditions as recorded in the Application, the Allotment Letter and the Agreement for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.

- Q. The Promoter has since then completed the construction of the Project including the Apartment and has been issued the block-wise completion certificate for the Project, i.e., Tower- "C" (Utalika Luxury Phase- 5) vide No. [•] dated [•] by the KMC.
- R. The Purchaser has from time to time paid the Total Price as recorded in the Allotment Letter and the Agreement for purchasing the Apartment, the Parking Space(s) and the rights and properties appurtenant thereto.
- S. The Promoter has now called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken such possession of the Apartment to the Purchaser's full satisfaction.
- T. Before taking possession of the Apartment, the Purchaser has:
 - (a) seen and examined the Master Plan which includes the Project Plan, specifications, components of the Project Common Areas, the Project & Promoter's Club Shared Common Areas Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas and the Complex Shared Common Areas and accepted the floor plan, payment plan and the specifications, amenities and facilities which had been approved by the competent authority, as also the manner of construction thereof and have fully satisfied himself/herself with regard thereto and shall not make any claim or demand whatsoever against the Owner and/or the Promoter concerning the same save and except as mentioned in Clause 10 herein;

(b) satisfied itself about the title of the Owner to the Project Land and the Complex Land and the documents relating to the title of the Complex Land and the Project Land, the right of the Promoter, the Project Plan (which is a portion of the Integrated Master Plan sanctioned for the Complex), the materials used in the Apartment and appurtenances, the workmanship and measurement of the Apartment, the carpet area whereof has been confirmed to the Purchaser and shall not raise any requisition about the same;

U. 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 desirous of executing this Deed on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the Apartment and the Parking Space(s) by the Promoter to and in favour of the Purchaser.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH THAT:

1. CONVEYANCE AND TRANSFER BY SALE

1.1 In consideration of the payment of the Total Price reserved and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid observed and performed, the Promoter hereby sells conveys grants transfers absolutely and forever, to the Purchaser **ALL THAT** Apartment No. [•], having carpet area of [•] Sq. mts. ([•] Sq. ft), Along With an exclusive Balcony Area of [•] Sq. mts. ([•] Sq.ft.) and an exclusive Open Terrace Area of [•] Sq. mts. ([•] Sq.ft.) appurtenant to the carpet area of the Apartment (corresponding to a super built-up area of [•] Sq. mts. ([•] Sq.ft.), located on the [•] Floor in Tower C named Utalika Luxury Phase- 5 within the **Luxury Zone** of **UTALIKA-THE CONDOVILLE** (hereinafter referred to and identified as the "**APARTMENT**" which is more fully described in **Schedule-"B"** hereto) **Along With** [•] no. covered car parking space(s) being Parking Slot No. (s). [•] (measuring [•] Sq. mts. (135 Sq.ft.) and located at [•] (hereinafter referred to and identified as "**Parking Space(s)**" which is more fully described in **Schedule-"B"** hereto) **Together With** the undivided ~~proportionate share in the Project Common Areas~~ ~~Together With~~ the perpetual irrevocable right to use the Project & Promoter's Club Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project and the Promoter and/or visitors to /occupants of the Promoter's Club **Together With** the perpetual irrevocable right to use the Tower 'C' & Future Development Zone Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of the Project, Promoter and/or visitors to /occupants of the Promoter's Club and the allottees/purchasers/lawful occupants of one or more phases of the Future Development Zone **Together With** the perpetual irrevocable right to use Complex Shared Common Areas in common with the remaining allottees/purchasers/lawful occupants of Project, Promoter and/or visitors to /occupants of the Promoter's Club and all other allottees/purchasers/lawful occupants of the remaining 4 (four) Towers

in the Luxury Zone on the Complex Land. The Apartment and the exclusive [open terrace and/or exclusive balcony] appurtenant to the carpet area of the Apartment is/are delineated in RED border on map/plan of the [*] floor of [*]/Tower C annexed hereto and marked as Annexure-"III/1" and the Parking Space(s) is/are delineated in RED border on the map/plan of [*] annexed hereto and marked as Annexure-"III/2" **ALONG WITH** all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Apartment and the Parking Space(s) and every part thereof, absolutely and forever, as its exclusive owner, free from all encumbrances **SUBJECT HOWEVER** to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions, and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the Project Land **AND FURTHER SUBJECT** to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project **AND FURTHER SUBJECT** to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Apartment and the Parking Space(s) from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Project (in relation to the Project Common Areas, the Project & Promoter's Club Shared Common Areas Common Areas and the Tower 'C' & Future Development Zone Shared Common Areas) and the Complex (in relation to the Complex Shared Common Areas).

- 1.2 Unless contrary to the context, the capitalised term 'Apartment' (defined above) wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted, and it is expressly made clear that the same constitute one residential unit.
- 1.3 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no ownership whatsoever in respect of the following:
 - a) The clear demarcated land areas of Tower A, Tower B, Tower D, and Tower E respectively;
 - b) ~~The Promoter's Club Complex Limited Common Areas (as defined in Clause 4 hereinbelow);~~
 - c) The Project & Promoter's Club Shared Common Areas Common Areas;
 - d) The Tower 'C' & Future Development Zone Shared Common Areas;
 - e) Specific demarcated areas of the Connected Floors reserved for allotment or exclusive use and access by the Promoter or allottees/purchasers of the Future Development Zone (described in Clause 1.4 below)

- f) The Complex Shared Common Areas which also include the Complex Limited Common Areas,
- g) The Café (as explained more fully in Clause 5 below);
- h) The Promoter's Club (as explained more fully in Clause 6 below);
- i) Other residential apartments and covered car parking spaces in the Project and/or in the Connected Floors and/or in the other Towers/Phases comprised in the Luxury Zone/Complex;
- j) The Efficiency Comfort Zone Land or any part thereof; and
- k) The Future Development Zone Land or any part thereof.

1.4 It is hereby expressly and unequivocally agreed that **SAVE AND EXCEPT** (a) the covered car parking spaces, common areas, amenities, utilities and installations located within the Connected Floors and comprised in the Project; (b) the Promoter's Club; (c) the Project & Promoter's Club Shared Common Areas; and (d) the Tower 'C' & Future Development Zone Shared Common Areas in the manner described under the Paragraphs 'G', 'H', 'I', 'J' and 'K' of the recitals to this Deed, the following clearly demarcated areas within the Connected Floors and Tower 'C', shall be retained by the Promoter for allotment to the allottees/purchasers of one or more phases/blocks of the Future Development Zone (as depicted in the drawing(s)/plan(s) of the basement, ground, third and fourth floors of the Connected Floors, annexed hereto and collectively marked as **Annexure "XII"** and coloured thereon in **RED** colour):

- a. certain designated areas, amenities, utilities and installations on a clearly demarcated portion of Basement within the Connected Floors (as depicted in the drawing(s)/plan(s) of the basement of the Connected Floors annexed hereto and marked as **Annexure "XII/1"** and coloured thereon in **RED** colour);
- b. all saleable retail units along with certain designated areas, amenities, utilities and installations on a clearly demarcated portion of the ground floor (P1) within the Connected Floors (as depicted in the drawing(s)/plan(s) of the ground floor (P1) of the Connected Floors annexed hereto and marked as **Annexure "XII/2"** and coloured thereon in **RED** colour);

- c. the Office Parking Spaces along with certain designated areas, amenities, utilities and installations on a clearly demarcated portion of the 3rd (third) floor (P4) within the Connected Floors (as depicted in the drawing(s)/plan(s) of the 4th (fourth) floor (P5) of the Connected Floors annexed hereto and marked as Annexure "XII/3" and coloured thereon in RED colour)
 - d. the MIG Parking Spaces along with certain designated areas, amenities, utilities and installations on a clearly demarcated portion of the 4th (fourth) floor (P5) within the Connected Floors (as depicted in the drawing(s)/plan(s) of the 4th (fourth) floor (P5) of the Connected Floors annexed hereto and marked as Annexure "XII/4" and coloured thereon in RED colour);
- 1.5 It is expressly clarified herein in respect of the residential apartments, covered car parking and other spaces, properties and other rights comprised in the Project and/or the Complex including the Promoter's Club, the Café, etc., which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner as permissible under the applicable laws and on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference to or objection of the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 1.6 The Purchaser shall use and enjoy the Apartment and the Parking Space(s) in a manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/purchasers and/or of the Owner/Promoter.
- 1.7 The Purchaser shall be entitled **TO HAVE AND TO HOLD** the Apartment and the Parking Space(s) hereby granted, sold, conveyed, transferred, assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Purchaser absolutely and forever in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of the Owner, Promoter and any other allottee/purchaser of the Project and/or the other Towers/Phases comprised in the Complex and/or any allottee/purchaser of the Future Development Zone.
- 1.8 The transfer of the Apartment and the Parking Space(s) and all other grants and rights attached and forming part thereof is together with and subject to the mutual easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed, which shall be covenants running with the said Apartment and the Parking Space(s) in perpetuity.

2. MAINTENANCE OF THE COMMON AREAS:

- 2.1 The Total Price is inclusive of Tower Maintenance Charges (*defined below*), Project & Promoter's Club Shared Common Area Maintenance Charges (*defined below*), Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges (*defined below*), Complex Shared Common Area Maintenance Charges (*defined below*) for a period of 1 (one) year from the date of possession or the deemed date of possession of the Apartment, as the case may be. These charges, although forming part of the Total Price of the Apartment, have been collected by the Promoter solely for the purpose of upkeep, security, management and maintenance of the Project Common Areas/Project & Promoter's Club Shared Common Areas/Tower 'C' & Future Development Zone Shared Common Areas/Complex Shared Common Areas mentioned in **Schedule "C"** hereunder and fixtures, fittings and all other installations thereat intended for common use, and providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of (i) the Project Common Areas by the Tower Association (*defined below*); (ii) the Complex Shared Common Areas by the Luxury Zone Association (*defined below*), (iii) the Project & Promoter's Club Shared Common Areas jointly by the Tower Association (*defined below*) and the Promoter; and (iv) the Tower 'C' & Future Development Zone Shared Common Areas jointly by the Tower Association (*defined below*), the Future Development Zone Association (*defined below*) and the Promoter.
- 2.2 The Promoter shall transfer and handover the management and maintenance of the Project Common Areas to the Tower Association (*defined below*) after obtaining the completion certificate or partial completion certificate in respect of the Project, as the case may be, from the competent authority as provided in the Act and shall transfer the Complex Shared Common Areas to the Luxury Zone Association (*defined below*), after completion of development in entirety of all the Towers of the Luxury Zone and the formation of such Tower Association (*defined below*) and Luxury Zone Association (*defined below*) in accordance with the provisions of the Act and/or any other applicable local law.
- 2.3 The Promoter shall transfer (i) the undivided proportionate share in the Project & Promoter's Club Shared Common Areas jointly to the Tower Association (*defined below*) and the Promoter; and (ii) the undivided proportionate share in the Tower 'C' & Future Development Zone Shared Common Areas jointly to the Tower Association (*defined below*), the Future Development Zone Association (*defined below*) and the Promoter,, after completion of development in entirety of Tower 'C'/ Utalika Luxury Phase- 5 (comprising of the Project and the Promoter's Club) as well as the Future Development Zone and formation of such Tower Association (*defined below*) and Future Development Association (*defined below*) in accordance with the provisions of the Act and/or any other applicable local law.
- 2.4 The Promoter shall be responsible to provide and maintain essential services of the Project and Complex/Luxury Zone till the taking over of the maintenance of the Project by the Tower Association (*defined below*) and the Complex/Luxury Zone by the

Luxury Zone Association (*defined below*).

- 2.5 The Tower Association (*defined below*), Luxury Zone Association (*defined below*) and the Future Development Association (*defined below*) shall be collectively referred to as the "Associations".
- 2.6 The computation/calculation of maintenance charge(s) as mentioned in the Total Price is based on the Consumer Price Index (CPI) published by Central Statistics Office (CSO) (Ministry of Statistics and Programme Implementation) as on January, 2023 assuming that the Association(s) shall be formed and maintenance and management of the Common Areas and common facilities will be taken over by the allottees/purchasers within a period of 2 (two years) from the date of the completion certificate or partial completion certificate, as the case may be, of the Project or the Future Development Zone, whichever is later.
- 2.7 **Tower Association:** Upon formation of an association of the purchasers/allottees of the Project in accordance with the provisions of the Act and/or any other applicable local law ("Tower Association"), the Promoter shall transfer the Project Common Areas to the Tower Association along with the responsibility to manage and maintain such Project Common Areas. It has been agreed that all costs and expenses towards maintenance of the Project & Promoter's Club Shared Common Areas shall be borne and paid by the Tower Association and the Promoter respectively in the ratio 91:9, which is the ratio of the built-up areas of the Project and the Promoter's Club with respect to the total built-up area of Tower 'C'/ Utalika Luxury Phase- 5.
- 2.8 **Future Development Zone Association:** All the purchasers/allottees of the proposed Future Development Zone shall form one association upon its completion in accordance with the provisions of the Act and/or any other applicable local law ("Future Development Zone Association"). Upon formation of both the Tower Association and the Future Development Zone Association, the Tower 'C' & Future Development Zone Shared Common Areas shall be transferred jointly to the Tower Association, the Future Development Zone Association and the Promoter in the manner stipulated in Clause 2.3 above.
- All costs and expenses towards maintenance of the Tower 'C' & Future Development Zone Shared Common Areas shall be borne and paid by the Tower Association and the Future Development Zone Association and the Promoter respectively in the ratio 61:33:6 which is the ratio of the built-up area of the Project, the built-up area of the Promoter's Club and the built-up area of the Future Development Zone with respect to the aggregate built-up area the Tower 'C'/Utalika Luxury Phase-5 and the Future Development Zone.
- 2.9 **Luxury Zone Association:** The associations of purchasers of each of the five (5) Towers of the Luxury Zone/Complex shall form a confederation of such associations in accordance with the provisions of the Act and/or any other applicable local law ("Luxury Zone Association"). Upon formation of the Luxury Zone Association, the

Promoter shall transfer the Complex Shared Common Areas to the Luxury Zone Association along with the responsibility to manage and maintain the same. It is clarified that the Luxury Zone Association shall be formed, and the Complex Shared Common Areas shall be transferred to the Luxury Zone Association only after a date falling after the completion of all the five (5) Towers of the Luxury Zone/Complex.

Provided that if such Luxury Zone Association cannot be formed due to reasons not attributable to the Promoter, the Complex Shared Common Areas shall then, at the discretion of the Promoter, be transferred to each of the associations of the five (5) Towers jointly along with the responsibility to manage and maintain such Complex Shared Common Areas and thereafter the said associations shall jointly takeover the management and maintenance of the Complex Shared Common.

All costs and expenses towards maintenance of the Complex Shared Common Areas shall be borne and paid by each of the five (5) associations of the five (5) Towers in such proportion as the aggregate carpet area of such Tower bears to the aggregate carpet area of all the Towers together.

- 2.10 The Purchaser shall execute the necessary Declaration(s) in Form-A under the West Bengal Apartment Ownership Act, 1972, to enable the formation of the Tower Association and the Luxury Zone Association either by himself, or through a Power of Attorney holder, when called upon to do so by the Promoter.
- 2.11 **Tower Maintenance Charges:** The Purchaser shall pay in advance to the Promoter (including any agency nominated by it) or Tower Association, as the case may be, such charges at such rate as may be decided by the Promoter/Tower Association from time to time by the 7th (seventh) of each month in advance without any abatement ("Tower Maintenance Charges") for the maintenance of the Project Common Areas. The Tower Maintenance Charges shall remain liable to increase from time to time by the Promoter/Tower Association. So long as the maintenance of the Project Common Areas are not handed over to the Tower Association, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Tower Maintenance Charges for a period of 1 (one) year from the deemed date of possession of the Apartment in terms of the Allotment Letter has already been collected by the Promoter, which is included in the Total Price of the Apartment. After the expiry of the said 1 (one) year period, the Purchaser shall be liable to pay the monthly Tower Maintenance Charges to the Promoter or its nominated agency (ies) or to the Tower Association, as the case may be, by the seventh day of each month in advance without any demur and delay. For the purposes of this clause, it is hereby clarified that the Tower Maintenance Charges shall constitute 40 (forty) % of the aggregate maintenance charges to be collected from the purchasers on account of Tower Maintenance Charges, Project & Promoter's Club Shared Common Area Maintenance Charges, Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and Complex Shared Common Area Maintenance Charges.

2.12 Project & Promoter's Club Shared Common Area Maintenance Charges: : The Purchaser shall pay in advance to the Promoter (including any agency nominated by it) or to the Tower Association, as the case may be, such charges at such rate as may be decided by the Promoter/ Tower Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Project & Promoter's Club Shared Common Area Maintenance Charges**") for the maintenance of the Project & Promoter's Club Shared Common Areas. The Project & Promoter's Club Shared Common Area Maintenance Charges shall remain liable to increase from time to time by the Promoter/ Tower Association. So long as the Tower Association is not formed the maintenance activities of the Project & Promoter's Club Shared Common Areas will be operated solely by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Project & Promoter's Club Shared Common Area Maintenance Charges for a period of 1 (one) year from the deemed date of possession of the Apartment in terms of the Allotment Letter has already been collected by the Promoter, which is included in the Total Price of the Apartment. After the expiry of the said 1 (one) year period, the Purchaser shall be liable to pay the monthly Project & Promoter's Club Shared Common Area Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Tower Association, as the case may be, by the seventh day of each month in advance without any demur and delay. Till the handover of the maintenance of the Project & Promoter's Club Shared Common Areas jointly to the Tower Association and the Promoter, the Promoter shall be liable to collect the proportionate Project & Promoter's Club Shared Common Area Maintenance Charges. For the purposes of this clause, the expression '*proportionate Project & Promoter's Club Shared Common Areas Maintenance Charges*' shall mean 5% of the aggregate maintenance charges to be collected from the allottees/purchasers on account of Tower Maintenance Charges, Project & Promoter's Club Shared Common Area Maintenance Charges, Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and Complex Shared Common Area Maintenance Charges.

2.13 Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges: The Purchaser shall pay in advance to the Promoter (including any agency nominated by it) or to the Tower Association, as the case may be, such charges at such rate as may be decided by the Promoter/ Tower Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges**") for the maintenance of the Tower 'C' & Future Development Zone Shared Common Areas. The Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges shall remain liable to increase from time to time by the Promoter/ Tower Association. So long as the maintenance of the Tower 'C' & Future Development Zone Shared Common Areas are not handed over to the Tower Association, the Future Development Zone Association and the Promoter, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges for a



period of 1 (one) year from the deemed date of possession of the Apartment in terms of the Allotment Letter has already been collected by the Promoter, which is included in the Total Price of the Apartment. After the expiry of the said 1 (one) year period, the Purchaser shall be liable to pay the monthly Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Tower Association, as the case may be, by the seventh day of each month in advance without any demur and delay. Till the handover of the maintenance of the Tower 'C' & Future Development Zone Shared Common Areas jointly to the Tower Association, the Future Development Zone Association and the Promoter, the Promoter shall be liable to collect the proportionate Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges from the allottees/purchasers of the Project. For the purposes of this clause, the expression 'proportionate Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges' shall mean 5 % of the aggregate maintenance charges to be collected from the allottees/purchasers on account of Tower Maintenance Charges, Project & Promoter's Club Shared Common Area Maintenance Charges, Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and Complex Shared Common Area Maintenance Charges.

- 2.14 **Complex Shared Common Area Maintenance Charges:** The Purchaser shall pay in advance to the Promoter (including any agency nominated by it) or Luxury Zone Association, as the case may be, such charges at such rate as may be decided by the Promoter/Luxury Zone Association from time to time by the 7th (seventh) of each month in advance without any abatement ("**Complex Shared Common Area Maintenance Charges**") for the maintenance of the Complex Shared Common Areas. The Complex Shared Common Area Maintenance Charges shall remain liable to increase from time to time by the Promoter/Luxury Zone Association. So long as the maintenance of the Complex Shared Common Areas are not handed over to the Luxury Zone Association, the maintenance activities will be operated by the Promoter or its nominated agency on a "cost plus" basis to ensure a reasonable return for the effort to be made in respect of the maintenance. The Complex Shared Common Area Maintenance Charges for a period of 1 (one) year from the deemed date of possession of the Apartment has already been collected by the Promoter, which is included in the Total Price of the Apartment. After the expiry of the said 1 (one) year period, the Purchaser shall be liable to pay the monthly Complex Shared Common Area Maintenance Charges to the Promoter or it's nominated agency (ies) or to the Luxury Zone Association, as the case may be, by the seventh day of each month in advance without any demur and delay. The Tower Association shall be liable to collect the proportionate Complex Shared Common Area Maintenance Charges from the purchasers/allottees of the Project/Tower C and handover/pass on the same to the Promoter or it's nominated agency or to the Luxury Zone Association, as the case may be.

For the purposes of this clause, the expression '*proportionate Complex Shared Common Area Maintenance Charges*' shall mean 50 (fifty) % of the aggregate



maintenance charges to be collected from the purchasers on account of Tower Maintenance Charges, SCA Maintenance Charges and Complex Shared Common Area Maintenance Charges.

- 2.15 **Maintenance Security Deposit:** Before taking over the possession of the Apartment, the Purchaser has also paid to the Promoter an interest-free security deposit amount towards the Tower Maintenance Charges, the Project & Promoter's Club Shared Common Area Maintenance Charges, the Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and Complex Shared Common Area Maintenance Charges, calculated on the basis of aggregate maintenance charges payable by the Purchaser on account of Tower Maintenance Charges, the Project & Promoter's Club Shared Common Area Maintenance Charges, the Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and Complex Shared Common Area Maintenance Charges for a period of 2 (two) years, which has been included in the Total Price of the Apartment herein ("**Maintenance Security Deposit**"). All tax liabilities on account of Maintenance Security Deposit has been borne by the Purchaser. At the time of taking over of management and maintenance of the respective Common Areas by the respective Associations in terms of this Deed, the same shall be handed over by the Promoter to the concerned Associations in a fair and equitable manner. **PROVIDED HOWEVER**, prior to handing over the Maintenance Security Deposit to the respective Associations, the Promoter shall be fully entitled and the Purchaser hereby authorises the Promoter to deduct any/all amount of expenditure made by it towards the management, maintenance, upkeep and security of the Common Areas out of deposits as well as the non-receipt of any Tower Maintenance Charges and/or and/or the Project & Promoter's Club Shared Common Area Maintenance Charges, the Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges and/or Complex Shared Common Area Maintenance Charges from the Purchaser and the Promoter shall be liable to give due account of such deductions to the respective Associations.
- 2.16 **Maintenance Corpus/Sinking Fund:** Before taking over the possession of the Apartment, the Purchaser has also paid to the Promoter an amount for creation of maintenance corpus/ sinking fund for, among others, major repairs, renovation and/or reconstruction of the Common Areas ("**Maintenance Corpus/ Sinking Fund**") which has been included in the Total Price of the Apartment herein. All tax liabilities on account of Maintenance corpus/Sinking Fund has been borne by the Purchaser. The Maintenance Corpus/Sinking Fund shall be held, invested and applied by the Promoter as a trustee of the purchasers/allottees of the Luxury Zone/Complex without requiring the express consent or approval. This Maintenance Corpus/Sinking Fund together with accruals thereon (net of Income Tax) will be handed over in a fair and equitable manner to the concerned Associations at the time of taking over maintenance and management of the respective Common Areas by the respective Associations in terms of this Deed, subject to adjustment/recovery of any expenses incurred by the Promoter on account of major repairs, renovation and/or reconstruction of any of the Common Areas.



2.17 **Common Rules:** Till such time the Promoter has to regulate the use, maintenance and management of the respective Common Areas, the rules / bye-laws for such use, maintenance, management and operation shall be framed by the Promoter and thereafter, on formation of the respective Associations, such Associations with such restrictions as may be necessary for proper maintenance and such rules/bye-laws shall always be framed subject to the following restrictions

- (A) **Air Conditioning:** The Apartment has been designed for Variable Refrigerant Flow (VRF) system of air conditioning; with suitable provision for keeping outdoor units of the AC system and also the route to take refrigerant piping, which the Purchaser shall have to strictly follow while installing their AC units. No puncturing of window/ wall to install A.C units will be permitted.
- (B) **Balconies/Terrace:** The balconies in the Apartment will always remain to be balcony and the Purchaser shall not glaze/ grill/ cover the same so as to enclose the space or to disturb the aesthetics of the Tower/Luxury Zone. The Purchaser shall not interfere to the elevation/ façade of the Tower. The Purchaser shall maintain the design intent of the architects.
- (C) **Electricity Supply:** In case CESC/any other electricity supply agency decides not to provide individual meters to the purchasers and make provision for a High Tension supply or Bulk supply, the Promoter shall provide sub-meters to the purchasers upon payment by them of the proportionate security deposit payable to CESC/ any other electricity supply agency for such connection ("**CESC Security Deposit**"). The exact amount payable will be intimated to the allottees/purchasers at appropriate time before possession. This CESC Security Deposit would be subject to revision and replenishment as may be so decided by CESC/ any other electricity supply agency from time to time and the allottees/purchasers shall, at all times, be liable to proportionately pay such revision/ replenishment to CESC/ any other electricity supply agency, as per the norms of CESC/ any other electricity supply agency. In such a case the Purchaser may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters.
- (D) **Diesel Generator Power Backup:** Provision has been made for the installation of Diesel Generator ("DG") for power backup to run the basic facilities at the Luxury Zone. In addition to that, DG back up facility is also being made available for every apartment. The allocated DG load and charges which will be payable by the Purchaser on or before possession of their Apartment is included in the Total Price. In case the Purchaser requires additional DG power load in their Apartment, they should indicate their requirement in the Application Form. The extra DG power load shall be allotted upon availability and in multiples of KW at the rate of Rs.35,000/- for 1 KW and Rs.60,000/- for 2 KW] per KW. The purchasers will be required to pay DG usage charges based on a suitable mechanism as shall be devised by the Promoter /the Tower Association, as the case may be.

- (E) **Documentation Charges:** The Purchaser has paid to the Promoter, the charges for documentation equivalent to 0.25% % of the price of the Apartment and the price of the Parking space(s). The Documentation Charges is included in the Total Price of the Apartment.
- (F) **Insurance:** In accordance with Section 16 of the Act, the Promoter has obtained all such insurances in respect of the Project as has been notified by the Government of West Bengal, subject to availability, and has paid and shall continue to pay the premium and charges in respect of such insurances till the Project Common Areas are handed over to the Tower Association. The Purchaser has agreed to contribute (proportionately on the basis of the carpet area of his Apartment) towards the premium and charges payable for a period of 2 years from the date of receipt of Completion Certificate/Partial Completion Certificate, as the case may be, of the Project for such insurance and the proportionate cost/contribution will be paid by the Purchaser as and when demanded by the Promoter.
- (G) **Telecom Connectivity:** The Promoter has provided connectivity of various telecom/ high speed broadband/ other similar telecom and IT facilities to the Luxury Zone and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with various service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Luxury Zone/Complex and which would be declared to be common facilities by the Promoter for the Luxury Zone/Complex. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/ agreements by the Luxury Zone Association, who will take over the maintenance and management of Complex Shared Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Luxury Zone Association.
- (H) **Reticulated Gas Supply:** Provision has been made for reticulated gas supply in the Luxury Zone. The facility may be used by the Purchaser on "pay by use" basis. The Purchaser has already paid an amount for making this provision for reticulated gas connection and the same is included in the Total Price. The facility may be outsourced by the Promoter to some external agency/vendor. The initial agreement and/or terms and conditions for running the reticulated gas supply facility shall be entered into between the Promoter and the agency/vendor. On handover of this facility to the Luxury Zone Association, the terms and conditions of running the facility will be in the manner as may be decided by the Luxury Zone Association and the agency/ vendor. In case, however, the Luxury Zone Association takes over the maintenance of the Complex Shared Common Areas before expiry of the initial agreement, it shall honour the initial terms and conditions till the expiry of the agreement.



- (I) **Consequences of non-payment:** Till such time the respective Associations have taken over maintenance and management of the Common Areas, failure to pay the monthly Maintenance Charges (for the respective Common Areas), electricity charges, diesel generator set usage charges and monthly subscription of the Luxury Complex Club (*defined below*) within due dates may result in withdrawal or restrictions or disconnections or discontinuation of the respective services to the Purchaser and will make the Purchaser liable to pay interest at the rate of 2 (two) % per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment.
- (J) **Unrestricted access:** The Promoter (or its nominated agency) or the Tower Association or the Luxury Zone Association shall have rights of unrestricted access to all Project Common Areas, Project & Promoter's Club Shared Common Areas and Complex Shared Common Areas for providing necessary maintenance services and the Purchaser agrees to permit any of them to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect. Similarly, the Promoter (or its nominated agency) or the Tower Association or the Luxury Zone Association or the Future Development Zone Association shall have rights of unrestricted access to all Tower 'C' & Future Development Zone Shared Common Area for providing necessary maintenance services and the Purchaser agrees to permit either of them to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

3. THE LUXURY COMPLEX CLUB

- 3.1 The Promoter has developed a club with certain facilities spread across the Complex/Luxury Zone (including the facilities on the roof top of the Project) ("**Luxury Complex Club /Club De-Ville**") for use of all the allottees/purchasers of the Luxury Zone. The Luxury Complex Club forms part of the Complex Shared Common Areas. Till such time the Complex Shared Common Areas are taken over by the Luxury Zone Association, the Luxury Complex Club shall be managed by the Promoter either by itself or through its nominee. All the purchasers of the residential apartments of the Luxury Zone will be members of the Luxury Complex Club.
- 3.2 One membership of the Luxury Complex Club will entitle the individual, spouse and dependent children to use Luxury Complex Club facilities. The Purchaser may also request for additional membership for family member, other than spouse and dependent children of the Purchaser who is/are lawful occupant(s) of the Apartment comprised in the Luxury Zone ("**Additional Member(s)**") which may be permitted by the Promoter/Luxury Zone Association, subject to confirmation from the Purchaser and on payment of the additional membership charges as given below:

Description	Amount (Rs.)	Payment Plan
Additional Membership Charge (One-time, Non-refundable)	50,000/-	On allotment of additional membership.

- 3.3 The tenant/lessee/licensee/lawful occupant of the Purchaser may use the Luxury Complex Club facilities on written confirmation of the Purchaser and on payment of monthly subscription only.
- 3.4 The Purchaser and the Additional Member(s) of the Complex Club may use the Luxury Complex Club facilities subject to payment of the monthly subscription ("Monthly Subscription") as given below:

Description	Amount (Rs.)	Payment Schedule
Monthly Subscription per member	1,000/-	On and from the date of possession of the Apartment and/or the commencement of Luxury Complex Club operations in entirety, whichever is later.

This amount is on the basis of costs as are applicable and computed on the date of these presents and shall at all times be subject to revision from time to time.

- 3.5 The purchasers under the category of a Body Corporate or a Partnership firm or a HUF or any other Association of Persons will be required to nominate the occupier of their allotted Apartments as the member of the Luxury Complex Club.
- 3.6 If the members bring guests to use the Luxury Complex Club facilities, they will be required to pay additional guest charges, and this will be governed by the rules and regulations of the Luxury Complex Club.
- 3.7 Some of the facilities at the Luxury Complex Club shall be available to the members, subject to payment of the Monthly Subscription only, while other facilities will be available on "pay by use" basis over and above the Monthly Subscription.
- 3.8 Detailed terms and conditions of the Luxury Complex Club membership, different charges and rules and regulations governing the usage of the Luxury Complex Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including Additional Members).
- 3.9 The Purchaser understands and accepts that all the facilities of the Luxury Complex Club may not get ready /operational for use at the time the possession of the

Apartment is handed over to the Purchaser. However, if at that time some of the Luxury Complex Club facilities are made operational, then, and in that event, the Purchaser as a member of the Luxury Complex Club, shall be entitled to use all those facilities which have been made operational and shall pay 50% of the Monthly Subscription till such time that all the Luxury Complex Club facilities are made operational and available to the Purchaser.

- 3.10 In case the Apartment is transferred by the Purchaser, the membership of the Luxury Complex Club will automatically stand transferred to the transferee of the Apartment and the transferor and any Additional Member(s), approved/ confirmed user by the said transferor will automatically cease to be member/Additional Member(s) of the Luxury Complex Club.
- 3.11 In case, the member becomes bankrupt or insolvent, or makes any compromise arrangement with his creditors, or does or suffers any act or thing whereby the member becomes liable to the provisions of Bankruptcy or Insolvency laws for the time being in force, or have been adjudged bankrupt or insolvent, the Luxury Complex Club Membership would cease to exist.
- 3.12 After the Complex Shared Common Areas of the Complex/Luxury Zone are handed over to the Luxury Zone Association of the 5(five) Towers comprised in the Complex/Luxury Zone in the manner mentioned in Clause 2 above, the Luxury Zone Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Luxury Zone Association.

4. LIMITED COMMON AREAS

- 4.1 **Complex Limited Common Areas:** Certain utilities and installations though located on the Complex Land are reserved for the exclusive use of the allottees/purchasers/lawful occupants of one or more designated Towers ("**Complex Limited Common Areas**" more fully and particularly described in Part "**V**" of Schedule C hereunder and demarcated in RED colour in the maps/plans annexed hereto and marked as Annexure VIII) in view of their unique location in proximity to the such designated Tower/Phase and shall be transferred by the Promoter to the Luxury Zone Association.
- 4.2 **Promoter's Club Limited Common Areas:** Demarcated areas, utilities, facilities and installations on the North side of Tower 'C' / Utalika Luxury Phase- 5 ("**Promoter's Club Limited Common Areas**" more fully and particularly described in Part "**VI**" of Schedule "C" and depicted in the drawings/plans of the basement and ground floor of the Project annexed hereto, being IX/1 and IX/2 annexed hereto and collectively marked as Annexure "IX" and coloured thereon in RED colour) though located on the Complex Land, shall be reserved for the exclusive use of the Promoter/its successors-in-interest and/or lawful occupants/visitors of the Promoter's Club. The proportionate maintenance charges attributable to the area of the Complex Land earmarked for installation and use of such utilities/facilities/installations by the Promoter's Club will

be paid by the Promoter to the Luxury Zone Association.

5. THE CAFÉ

The Promoter has constructed and set up a cafeteria on the third floor level of the podium situate within the Complex Land identified by number UTLCAFE and demarcated in colour RED in the map/plan annexed as **Annexure "X"** (hereinafter referred to as the "Café") which is owned by the Promoter. The Café will be operated, managed and maintained either by the Promoter itself or through an operator appointed at its sole and absolute discretion. It is clarified that this Café is not a part of either the Project Common Area or the Complex Shared Common Areas in any manner whatsoever and is owned absolutely by the Promoter or its successors/ assigns. The allottees/purchasers of the various Towers/Phases of the Complex/Luxury Zone shall not have any right title interest or claim of any nature whatsoever in the Café. The proportionate maintenance charges attributable to the carpet area of 70.13square metre and terrace area of 41.74 square meters more or less of the Café will be paid by the Promoter to the Luxury Zone Association.

6. THE PROMOTER'S CLUB

The Promoter has constructed the Promoter's Club on the on the clearly demarcated portions of the 5th (fifth) and 6th (sixth) floors **along with** covered car parking slots located on the ground floor (P1) and clearly demarcated portion of the 3rd (third) floor (P4) of the Connected Floors **together with** certain demarcated areas, parts, portions and identified utilities, amenities and installations located in the Basement and ground floor (P1) of the Connected Floors dedicated to and intended for the exclusive use and enjoyment of the Promoter, demarcated in colour RED in the map/plan annexed as **Annexure "XI"** which shall be retained and owned by the Promoter for its own business purposes and enjoyment. The high-end luxury club with a hospitality section will be operated, managed and maintained either by the Promoter itself or through an operator appointed at its sole and absolute discretion. It is expressly and unequivocally clarified that the Promoter's Club shall not form a part of either the Project Common Area or the or the Project & Promoter's Club Shared Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas or the Complex Shared Common Areas or the Complex Limited Common Areas in any manner whatsoever and shall be owned absolutely by the Promoter. Accordingly, the allottees/purchasers of the Project and/or the allottees/purchasers of any of the other Towers/Phases of the Complex/Luxury Zone or the Future Development Zone shall not have any right title interest or claim of any nature whatsoever in the Promoter's Club. However, it is hereby provided that the Promoter's Club shall be fully entitled to the use of the Sewage Treatment Plant ('STP') of the Luxury Zone which forms part of the Complex Shared Common Area and in consideration of such usage, the Promoter shall pay proportionate maintenance charges to the Luxury Zone Association.

7. THE OWNER AND THE PROMOTER DO TH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:

- 7.1 The Owner has absolute, clear and marketable title with respect to the Complex Land and the Project Land;
- 7.2 The Promoter has requisite rights to carry out development upon the Complex Land and absolute, actual physical and legal possession of the Complex Land and the Project Land for developing the Project.
- 7.3 The Owner and the Promoter have lawful rights and obtained requisite approvals from the competent authorities to carry out development of the Project.
- 7.4 As on the date of this Conveyance, the Apartment and the Parking Space(s) are free from any mortgage.
- 7.5 There are no litigations pending before any Court of law with respect to the Complex Land, Project or the Apartment and the Parking Space(s) save and except the following:
- (a) T.S. No.441of 2009 (West Bengal Government Employees (F&S) Co-operative Housing Society Limited & Ors. Vs. State of West Bengal & Ors.) pending before the Court of the Ld. 5th Civil Judge (Senior Division) at Alipore, South 24-Parganas and C.O. No.741 of 2011 (West Bengal Housing Board Vs. West Bengal Government Employees (F&S) Co-operative Housing Society Limited & Ors.) pending before the Hon'ble High Court at Calcutta arising out of T.S. No.441 of 2009;
- 7.6 It is hereby clarified that though the ownership of the pond situated on the southern end of the Complex Land shall be transferred and the possession and maintenance will be handed over by the Promoter to the Luxury Zone Association for the perpetual non-exclusive enjoyment in common by all the allottees/purchasers of the residential apartments comprised in the Towers within the Complex/Luxury Zone, certain portions on the edge of the said pond may not be available for use or enjoyment as historically the same has been used by the local people living in the vicinity.
- 7.7 It is hereby clarified that the occupants of the Future Development Zone and the visitors to /occupants of the Promoter's Club shall have a perpetual irrevocable right of way over clearly demarcated strip of land admeasuring 1128square meters on the northern side of Tower 'C'/ Utalika Luxury Phase 5 forming part of the Complex Land (as depicted in the drawing(s)/plan(s) of the Project Land annexed hereto and marked as Annexure "XIII" and coloured thereon in RED colour) for ingress to and egress from the Basement (B) of Tower 'C'/ Utalika Luxury Phase 5.

- 7.8 All approvals, licenses and permits issued by the competent authorities with respect to the Complex Land, the Project Land, the Project and the Apartment and the Parking Space(s) are valid and subsisting and have been obtained by following due process of law. Further, the Owner and the Promoter have been at all times in compliance with all applicable laws in relation to the Complex Land, the Project Land, the Project, the Apartment and the Parking Space(s).
- 7.9 The Promoter and the Owner have the right to execute this Deed of Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
- 7.10 Other than the Development Agreement, the Application, the Allotment Letter and the Agreement, the Owner and the Promoter have not entered into any contract with any person or party with respect to the Complex Land, the Project Land, the Project and the Apartment and the Parking Space(s) which will, in any manner, affect the rights of the Purchaser under this Deed of Conveyance.
- 7.11 The Owner and the Promoter confirm that the Owner and the Promoter are not restricted in any manner whatsoever from selling the said Apartment and the Parking Space(s) to the Purchaser in the manner contemplated in this Deed of Conveyance.
- 7.12 The Owner and the Promoter have duly paid all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authority (ies) till the block-wise completion certificate of the Project has been issued and possession of Apartment (equipped with all the agreed specifications, amenities and facilities) and the Parking Space(s) has been handed over to the Purchaser.
- 7.13 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Owner and the Promoter in respect of the Complex Land, the Project Land and/or the Project.
- 7.14 The Promoter has paid all outgoings before transferring the physical possession of the Apartment and the Parking Space(s) to the Purchaser, which it has collected from the Purchasers of the Project, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project).
- 7.15 The Promoter has developed the Project in accordance with the Project Plan. Subject to the terms in this Deed, the Promoter represents that it has strictly abided by such Project Plan approved by the competent authorities and has also strictly complied with the bye-laws, FAR and other provisions prescribed by the KMC and has not made

any variation/alteration/modification in Project Plan, other than in the manner provided under the Act.

- 7.16 The Promoter hereby records and acknowledges the receipt of Rs. [•] (Rupees [•]) towards the Total Price reserved herein.
- 7.17 The Owner and Promoter have good right and full authority to sell, transfer and convey the Apartment and the Parking Space(s).
- 7.18 The Purchaser, paying the said rates and taxes and other amounts hereby reserved and observing and performing the terms, conditions and covenants herein contained and on its part to be paid performed and observed, shall hold and enjoy the freehold right, title and interest in the Apartment and the Parking Space(s) together with the undivided proportionate share in the Project Common Areas together with the with the perpetual irrevocable non-exclusive right to use the Project & Promoter's Club Shared Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas and the Complex Shared Common Areas in the manner mentioned hereinabove without any interruption, hindrance, disturbance or obstruction by the Promoter or any person claiming through under or in trust for the Promoter.
- 7.19 The Owner and the Promoter shall, at the costs and requests of the Purchaser, execute all necessary documents as may be reasonably required for more perfectly assuring the said Apartment and the Parking Space(s) to unto and in favour of the Purchaser.
- 7.20 The Promoter hereby covenants with the Purchaser that the Promoter is lawfully entitled to develop the Project and to transfer its rights in respect of the Apartment and the Parking Space(s).
- 7.21 The Promoter further covenants that the Project is an independent Project on the Project 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 Tower/Phase in its vicinity or otherwise *save and except* save and except for the purpose of integration of infrastructure for the benefit of the allottees/purchasers of the Project and those of the other Towers/Phases comprised in the Complex/Luxury Zone and the Future Development Zone..
- 7.22 The Promoter further covenants that Project Common Areas shall be dedicated to and available only for use and enjoyment of the allottees/purchasers of the Project and the Promoter (for unallotted apartments) comprised in the Project.

8. THE PURCHASER DOETH HEREBY COVENANTS WITH THE OWNER AND THE PROMOTER AS FOLLOWS:

- 8.1 The Purchaser shall observe and perform all the terms, covenants and conditions



contained in this Deed to the extent and so far as they are applicable to the Apartment and the Parking Space(s) as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.

- 8.2 The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants.
- 8.3 The Purchaser shall indemnify and keep indemnified the Owner and the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Deed or of these presents.
- 8.4 The Purchaser shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal /panchayat rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and the Parking Space(s) and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Purchaser or occupier thereof whether in respect of the Apartment and the Parking Space(s) or the Project or the Complex/Luxury Zone erected thereon in accordance with the provisions of relevant laws.
- 8.5 The Purchaser shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Apartment and the Parking Space(s) and the Project/Complex/Luxury Zone including but not limited to the sanctioned Master Plan and Project Plan, and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Owner and the Promoter saved harmless and indemnified for all losses claims and demands which the Owner and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- 8.6 The Purchaser shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project/Complex and to keep the Promoter saved harmless and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project/Complex/Luxury Zone, the Purchaser shall be liable to make payments for the same to the concerned authority.
- 8.7 The Purchaser shall not use or allow the Apartment and the Parking Space(s) for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 8.8 The Purchaser shall not amalgamate, sub-divide or partition the Apartment and the Parking Space(s) or any part thereof with any other apartment or apartments within

the Project.

- 8.9 The Purchaser shall not bring in or store or allowed to be brought in or stored in the Apartment and the Parking Space(s) or the Project or the Complex/Luxury Zone or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and the Parking Space(s) and/or the other structures constructed on the Complex Land and not do or allow to be done on the Tower anything that may deteriorate the value of the Tower or the Apartment and the Parking Space(s) or the Project or injure the same in anyway, except in accordance with law.
- 8.10 The Purchaser shall pay wholly in respect of the Apartment and the Parking Space(s) and proportionately in respect of the Project Common Areas, the Project & Promoter's Club Shared Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas and the Complex Shared Common Areas the Tower Maintenance Charges, the Project & Promoter's Club Shared Common Area Maintenance Charges, Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges, the Complex Shared Common Area Maintenance Charges, electricity charges, DG Back Up Charges, Reticulated Gas Consumption Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The Tower Maintenance Charges, the Project & Promoter's Club Shared Common Area Maintenance Charges, Tower 'C' & Future Development Zone Shared Common Area Maintenance Charges, the Complex Shared Common Area Maintenance Charges, that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Apartment and the Parking Space(s) and/or relating to this Deed shall be paid by the Purchaser without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;
- 8.11 The Purchaser shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the remaining Towers/Phases comprised in the Complex and/or the transfer, sale or disposal of any other apartment and/or parking space comprised in the Project as well as those comprised in any of the remaining Towers/Phases.
- 8.12 The Purchaser shall get the said Apartment mutated in his name and/or separately assessed by the KMC.
- 8.13 The Purchaser shall pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.

- 8.14 The Purchaser shall pay all future betterment/development charges etc. relating to the said Apartment and the Parking Space(s) and/or the Project Common Areas and/or the Project & Promoter's Club Shared Common Areas and/or the Tower 'C' & Future Development Zone Shared Common Areas and/or the Complex Shared Common Areas.
- 8.15 The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment and the Parking Space(s) at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project/Tower C, or the Apartment and the Parking Space(s), or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project and/or the Complex which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and the Parking Space(s) and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project/Tower C is not in any way damaged or jeopardized.
- 8.16 The Purchaser agrees and undertakes that on receipt of possession, the Purchaser shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Promoter/association/maintenance agency and without causing any disturbance, to the other allottees/purchasers of the Project. The Tower level 'house rules and regulations' applicable to the allottees/lawful occupants of the Project, will be shared at the time of handing over possession of the apartments. Without prejudice to the aforesaid, if the Purchaser makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Apartment and the Parking Space(s) or the Project/or the Tower, the Promoter shall be entitled to call upon the Purchaser to rectify the same and to restore the same to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Purchaser does not rectify the breach within such period of 30 (thirty) days, the Promoter may carry out necessary rectification/restoration to the Apartment and the Parking Space(s) or the Project/Tower (on behalf of the Purchaser) and all such costs/charges and expenses incurred by the Promoter shall be reimbursed by the Purchaser.
- 8.17 The Purchaser shall not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of Project/Tower C or anywhere on the exterior of the Project/Tower C and/or any other remaining Towers comprised in the Complex/Luxury Zone. 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 of Project/Tower C. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment and the Parking Space(s) or place any heavy material in the common passages or staircase of the Project/Tower C. The Purchaser shall also not remove any wall, including the outer



and load bearing wall of the Apartment and the Parking Space(s).

- 8.18 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Tower Association/Luxury Zone Association (as the case may be in terms of this Deed) and/or Maintenance Agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 8.19 The Purchaser has, inter alia, inspected and verified all the documents as also the Project Plan of the Apartment and the Parking Space(s), the Project, the Luxury Zone/Complex is satisfied as to the Project Plan and/or the construction of the building(s) thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and the Parking Space(s) and also to the nature, scope and extent of benefit or interest in the Project and/or the Project Common Areas and/or the the Project & Promoter's Club Shared Common Areas and/or the Tower 'C' & Future Development Zone Shared Common Areas and/or the Complex Shared Common Areas and/or the Complex Limited Common Areas.
- 8.20 The Purchaser has understood that the Towers/infrastructure and/or amenities and facilities comprised within the various Towers/Phases of the Complex/Luxury Zone have been constructed on the basis of sanction of an integrated Master Plan sanctioned on the area of Larger Land as described above and the said plan is impartible and indivisible, subject to modifications/ revisions to the extent as may be permitted under the applicable law in respect of consumption of available (Floor Space Index (FSI)/Floor Area Ratio (FAR) or additional FSI/ FAR granted in future in respect of the Complex Land.
- 8.21 The Purchaser understands that the Promoter has provided limited number of covered car parking space(s) within the Project located on the 1st (first) floor (P2), 2nd (second) floor (P3) and a clearly demarcated portion of the 3rd (third) floor (P4) of the Connected Floors for the benefit of the allottees/purchasers of the Project and such parking space(s) shall not be treated as a part of the Project Common Areas. The Promoter shall, at its sole discretion, be fully entitled to allot and transfer such car parking spaces to any person who is an allottee/purchaser of the Project.

9. THE PARTIES DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:

- 9.1 Any relaxation and indulgence granted by the Promoter to the Purchaser shall not in any way prejudice the rights of the Promoter under the Deed.
- 9.2 It is hereby clarified that in view of the fact that there is a single sanctioned Master Plan which proposes development of a building complex comprising of residential buildings and allied facilities on the area of Larger Land which includes the Complex which in turn comprises the Project along with several other Towers/Phases, the competent authority under the Act, has issued a block-wise completion certificate or

occupancy certificate in conformity with the applicable building laws, rules, regulations and bye-laws upon completion of the Project, which for all purposes, will be construed the "completion certificate" or the "occupancy certificate" for the Project in accordance with the Project Plan, as per the requirement of the various provisions of the Act.

- 9.3 The failure of the Promoter to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed or the rights and obligations of the parties hereto. The Purchaser agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of this Deed executed by both parties hereto.
- 9.4 The Purchaser shall have the perpetual irrevocable right to use the the Project & Promoter's Club Shared Common Areas and the Tower 'C' & Future Development Zone Shared Common Areas more fully and particularly described in Part "II" and Part "III" of Schedule "C", in common with the remaining allottees/purchasers/lawful occupants of the Project and the allottees/purchasers/lawful occupants of the Future Development Zone and the Promoter.
- 9.5 The Purchaser shall have the perpetual irrevocable right to use the Complex Shared Common Areas more fully and particularly described in Part-"IV" of Schedule "C", in common with the allottees/purchasers/lawful occupants of the Project and the allottees/purchasers/lawful occupants of all the remaining four (4) Towers/Phases comprised in the Complex along with the Promoter which due to the complex scheme of development, design, logistic and operational reasons cannot be segregated and are required to be integrated with the other phases for the benefit of the allottees/purchasers/lawful occupants of the Project in common with the Promoter (for the unallotted or retained apartments/units/spaces) and the allottees/purchasers/lawful occupants of the others Towers/Phases of the Complex/Luxury Zone.
- 9.6 The Apartment and the Parking Space(s) shall be treated as a single indivisible unit for all purposes. The Purchaser shall use the Parking Space allotted to him with the Apartment. The covered Parking Space(s), if any, allotted cannot be transferred separately and is transferable along with the Apartment only and shall be deemed to have been transferred with the Apartment even though the same be not expressly mentioned in any future conveyances or instrument of transfer.

10. DEFECT LIABILITY:



- 10.1 It is agreed that in case any defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Application, the Allotment Letter or the Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such, time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act PROVIDED HOWEVER THAT that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- 10.2 Notwithstanding anything herein contained it is expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving to the Promoter the reasonable opportunity to inspect assess and determine the nature of purported defect in the Apartment and the Parking Space(s) (which inspection Promoter shall be required to complete within 15 (fifteen) days of receipt of the notice from the Purchaser), alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in the clause immediately preceding and the Purchaser shall not be entitled to any cost or compensation in respect thereof.
- 10.3 It is further clarified that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Purchaser (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the Promoter.
- 10.4 The Purchaser further specifically agrees and understands that the responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from:
- (a) misuse or negligent use;
 - (b) unauthorized modifications or repairs done by the Purchaser(s) or his/her/their nominee(s)/agent(s);
 - (c) cases of force majeure;
 - (d) failure to maintain the amenities/equipment's and accidents.
- 10.5 It is understood further by the Parties that the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Promoter 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 Apartment and the Parking Space(s) and the Project Common Areas and amenities and facilities wherever applicable. The Purchaser(s) has/have been made aware and the Purchaser(s) also expressly agree(s)

that the regular wear and tear of the Apartment and the Parking Space(s) excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

- 10.6 The Purchaser also agrees and confirms that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the apartments buildings/wings or defective material being used or regarding workmanship, quality or provision of service.

11. DISCLOSURES AND DISCLAIMERS:

- 11.1 The Purchaser also agrees and confirms that the Promoter has made the following disclosures/disclaimers in respect of the Project and the Purchaser has agreed to not make any claims or raise any disputes including any claim under Clause 10 of this Deed relating to defect liability against the Promoter in respect of the following –

11.1.1 Source of water supply:

11.1.1.1 The source of water supply for the project is the deep borewell which shall provide water having total dissolved solid ('TDS') in range of 1500-2000 ppm varying with season which is compliant with the Bureau of Indian Standards- IS 10500-2012 for domestic usage. It has been agreed and understood by the Purchaser that the Promoter cannot further reduce the TDS of the water provided.

11.1.1.2 The Promoter has installed a water treatment plant in the Project to maintain the hardness, iron content, e-coli etc within the specified acceptable limit as per the BIS IS 10500-2012 standards. However, it is understood by the Purchaser that such water treatment plant would not reduce the TDS.

11.1.1.3 The Purchaser agrees that he/she may install small RO unit in Apartment at his/her own cost for small quantity of water for purpose of drinking with TDS below 500 ppm.

11.1.1.4 The Allotee further agrees and confirms that he/she shall not be permitted to install large RO system to reduce the TDS of water which is used for other purposes like bathing, cleaning etc. within the Apartment.

- 11.1.2 **Non-provision of car washing facility:** The Purchaser has agreed and understood that there is no car washing facility in this Project and that washing of car with any sprinkler system/hose with continuous running water is not permitted in order to restrict wastage of water. The

allottees/purchasers/lawful occupants of the Project shall be required to clean their car with moist cloth to prevent wastage of water.

11.1.3 Dual Plumbing System: The Purchaser has agreed and understood that the water used for flushing in the toilet flushes in the Apartment/Project is the treated STP water as per environmental regulations. To ensure compliance with such environmental regulation the Project has been provided with the dual plumbing system one for the domestic water and another for the flushing water.

11.1.4 Storm water drainage: The Purchaser has agreed and understood that although the storm water drainage system inside the campus/Complex is adequately designed to discharge the storm water during rain fall. However, these Internal storm water drainage systems connect to the municipal storm water drainage system outside. The inadequacy of the municipal storm water drainage system may lead to temporary water logging in the campus and the outside area during rainfall and the Promoter shall not be held responsible for such flooding or waterlogging in the Project/Complex or any part thereof owing to the inadequacy of the municipal drainage system.

11.1.5 Natural Marble flooring:

11.1.5.1 The Purchaser has agreed and understood that there may be cracks, shade variation, isolated patches etc. in the imported natural marble laid in the apartments in the Project.

11.1.5.2 The Purchaser further agrees and understands that certain cracks and crevices may be visible on the surface of the marble despite of the epoxy resin being applied on the top surface at the time of laying the flooring.

11.1.5.3 The Purchaser understands that replacing any cracked or chipped marble slab with another slab is not viable, as that would compromise the original pattern and veins, turning the entire floor shabby and aesthetically poor.

11.1.5.4 The Purchaser has agreed and understood that the Promoter has applied a layer of nano chemical on the marble slabs to make it resistant to absorption of any material or dust. However, despite such measure being taken by the Promoter marble is a fairly absorbent material and hence any accumulation of dust or dropping of any colored liquid like tea coffee is often immediately absorbed and may leave a patch on the floor.

11.1.5.5 In this regard the Purchaser has understood and confirmed that the Promoter shall rectify any defect in polishing of the marble



surface within five years including redoing the polishing and reapplying the impregnating chemical free of cost. However, such liability of the Promoter shall be limited to the aforementioned period of 5(five) years.

- 11.1.6 **Tile Flooring& Dado:** The Purchaser has agreed and understood that the Promoter has complied with Indian Standard code IS: 15622 which specify the limits of warpage for grade-I vitrified tiles (with water absorption less than 0.08%) which is proposed to be used in the Project.

The limits specified in the code are as below:

- (a) Permissible warpage related to the diagonal calculated from the work sizes and a function of surface area(s) as per IS 15622 is mentioned below:
- i. D.1. Surface Area $S \leq 90\text{cm}^2$: $\pm 0.8 \%$
 - ii. D.2. Surface Area $90 \text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.4 \%$
 - iii. D.3. Surface Area $190 \text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.3 \%$
 - iv. D.4. $S > 410\text{cm}^2$: $\pm 0.2 \%$
- (b) Permissible Warpage related to the diagonal calculated from the work sizes and a function of surface area (S) as per ISO: 13006:
- i. Dry-pressed ceramic tiles with low water absorption (E) $\leq 0.5\%$ for Group B1a:
 - ii. E.1. Surface Area $S \leq 90\text{cm}^2$: $\pm 1.0 \%$
 - iii. E.2. Surface Area $90 \text{ cm}^2 < S \leq 190\text{cm}^2$: $\pm 0.5 \%$
 - iv. E.3. Surface Area $190 \text{ cm}^2 < S \leq 410\text{cm}^2$: $\pm 0.5 \%$
 - v. E.4. $S > 410\text{cm}^2$: $\pm 0.5 \%$

In this regard the Purchaser has agreed that the edges and corners of the vitrified tiles used in the Apartment/Project may not be in the perfect plane due to warpage. If the variation from plane is within the codal specification mentioned above, in that case it shall not be considered as defect of the tile or workmanship in laying.

11.1.7 **AAC (Autoclaved Aerated Concrete) Block walls**

11.1.7.1 The Promoter has constructed AAC block walls in the course of development of the Project which are lighter, environmentally sustainable, better for resisting earthquake and wind force due to lighter load and have better heat insulation property than clay brick.

11.1.7.2 The Purchaser has agreed and understood that AAC block walls

being more sensitive to moisture and temperature movement may develop shrinkage cracks during first few years of laying. These shrinkage cracks are non-structural in nature and have absolutely no adverse effect on the structural stability of the Apartment/Project.

11.1.7.3 The Purchaser has further agreed and understood that he/she may choose to repair such cracks at their own costs by cutting a 'V' shaped groove on both faces of the wall and then filling such cut with a flexible acrylic putty. Such acrylic flexible putty shall allow movement in the wall without the cracks being visible.

12. POSSESSION

At or before the execution of this Deed, the Purchaser herein confirms that he/it has independently satisfied itself about the right, title and interest of the Promoter in the Apartment and the Parking Space(s), the Project Plans and the constructions, including the quality and specifications thereof, the area of the Apartment, the workmanship, the quality of materials used, the structural stability, necessary provisions have been made for the safety and security of the occupants and the completion of the Apartment development, the Project Common Areas, the Project & Promoter's Club Shared Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas and the Complex Shared Common Areas and has agreed not to raise any objection of whatsoever nature. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment and the Parking Space(s) has been handed over by the Promoter to the Purchaser, which the Purchaser admits, acknowledges and accepts.

13. MISCELLANEOUS

- 13.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Purchaser.
- 13.2 The Purchaser further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Project Common Areas to the Tower Association, the Project & Promoter's Club Shared Common Areas Common Areas to the jointly to the Tower Association and the Promoter, the Tower 'C' & Future Development Zone Shared Common Areas jointly to the Tower Association, the Future Development Zone Association and the Promoter, and the proportionate interest in the Complex Shared Common Areas attributable to the Project Land in proportion to the Complex Land to the Luxury Zone Association as per the terms of this Deed or the directions of the competent authority under the Act or any other local law, as may be applicable.

13.3 The Purchaser shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and the Parking Space(s) and also proportionate share of all taxes, levies and/or impositions if any, of the Project Common Areas, the Project & Promoter's Club Shared Common Areas, the Tower 'C' & Future Development Zone Shared Common Areas and the Complex Shared Common Areas and Complex Limited Common Areas, as the case may be, payable by the Purchaser and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.

14. GOVERNING LAW:

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.

15. 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 and 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 through the adjudicating officer appointed under the Act.

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SCHEDULE – A

Part I

[Description of Complex Land]

ALL THAT clearly demarcated land area admeasuring 15.615 acres (equivalent to 63191.663 square meters) comprised in Mouza: Barakhola, J.L. No.: 21, situate and lying at "UTALIKA–THE CONDOVILLE", Premises No. 405, Barakhola, Mukundapur, Police Station: Purba Jadavpur (formerly Tollygunge), Kolkata - 700099, within the municipal limits of Ward No. 109 of the Kolkata Municipal Corporation and within Sub-Registry Office: ADSR Sealdah in the District of South 24 Parganas (as depicted and demarcated in the map/plan annexed herewith and marked as Annexure "I" and bordered thereon in RED colour) and butted and bounded as follows:

In the East: By Efficiency Comfort Zone of Utalika

In the West: By public road

In the North: By public road

In the South: By local market and public road

Part II

[Description of Project Land]

ALL THAT the clearly demarcated land area of [•] acres (equivalent to [•] square metres) more or less comprised in Mouza: Barakhola, J.L. No.: 21, situate and lying at "UTALIKA–THE CONDOVILLE", Premises No. 405, Barakhola, Mukundapur, Police Station: Purba Jadavpur (formerly Tollygunge), Kolkata - 700099, within the municipal limits of Ward No. 109 of the Kolkata Municipal Corporation and within Sub-Registry Office: ADSR Sealdah in the District of South 24 Parganas (as depicted and demarcated in the map/plan annexed herewith and marked as Annexure "II" and bordered thereon in RED colour) and butted and bounded as follows:

In the East: [•] By Road . Driveway within the luxury zone of Utalika

In the West: [•] Future Development Zone land of Utalika

In the North: [•] By Road / Driveway within the luxury zone of Utalika & Part of Future development land

In the South: [•] Pond 'X'

SCHEDULE – B
[Description of the Apartment]

ALL THAT Apartment No. [•] having Carpet Area of [•] Sq. ft., Balcony Area [•] Sq. ft., (corresponding to super built-up area of [•] Sq.ft.), on [•] floor, in Tower C, named Utalika Luxury Phase- 5 **Along With** along with [•] No(s). of Open/Covered Car Parking space(s) admeasuring 135 sq. ft. each as permissible under the applicable law, (as depicted and demarcated in the map/plan annexed herewith and marked as Annexure "III" and bordered thereon in RED colour) and butted and bounded as follows:

In the East: [•]

In the West: [•]

In the North: [•]

In the South: [•]

*Jo
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SCHEDULE – C

Part I

[Project Common Areas]

1. Undivided proportionate share in the Project Land attributable to the Project
2. Project passenger lift lobbies & staircases (TYPICAL 5TH TO 33RD)
3. Letter Box Room, BMS and OSP ROOM ON GROUND FLOOR (P1)
4. Typical corridor & passage area.
5. Lift Lobbies & staircases on Ground(P1), First(P2), Second(P3) & Third (P4) Floors
6. Utility rooms at Fourth Floor Level (P5)
7. Fire refuge platforms
8. Basement pump room, treated raw water, flushing & fire tank
9. Overhead water tank.
10. Toilet on First Floor (P2) & Second Floor (P3)
11. Demarcated driveway excluding parking area At First Floor (P2)
12. Demarcated driveway excluding parking area at Second Floor (P3)
13. Demarcated driveway excluding parking area at Third Floor (P4)
14. Ramp portion from Ground (P1) To Fourth Floor (P5) Level

Part II

[Project & Promoter's Club Shared Common Areas]

15. Toilet at Ground Floor (P1) level
16. Driveway on Ground Floor (P1) level excluding parking

Part III

[Tower 'C' & Future Development Zone Shared Common Areas]

1. Staircases to basement services at Ground Floor (P1)
2. Basement staircase & lobby area at basement

3. Demarcated driveway excluding parking area at First Floor (P2)
4. Demarcated driveway excluding parking area at Second Floor (P3)
5. Demarcated driveway excluding parking area at Third Floor (P4)
6. Toilets on Third Floor (P4) parking areas

Part IV
[Complex Shared Common Areas]

1. Entire Complex Land (including the pond located at the southern end of the Complex but excluding the lands underneath Tower A, B, C, D and E of the Luxury Zone within Utalika)
2. Ground level of podium connecting Tower A and B with driveway and ramp area (excluding the sanctioned parking spaces)
3. Ground level of podium connecting Tower A and E with Drop off Entry Foyer, Multipurpose Hall-I, Multipurpose Hall-II, Multipurpose Hall-III, lift lobby lounge, service lift lobby, pre-function area/portico, banquet with open to sky deck, male & female toilets, kitchen and staff toilet, staircases, driveway including ramp (excluding the sanctioned parking spaces), car wash facility area and pump room, covered plantation area.
4. Ground level of podium connecting Tower E and D with staircases ramp and common driveway area (excluding the sanctioned parking spaces), STP.
5. First Floor level of podium connecting Tower A and B with driveway and ramp area (excluding the sanctioned parking spaces).
6. First Floor level of podium connecting Towers A and E with lift lobbies, staircases, squash court, conference room, common passage, Building Management offices, store rooms, driveway area, ramp (excluding the sanctioned parking spaces).
7. First Floor level of podium connecting Towers E and D with staircase, ramp, driveway area (excluding the sanctioned parking spaces).
8. Second- Floor level of podium connecting Towers A and B with Tree House, Drawing Board for Children, Outdoor Fitness Area, Children Playing Area, Seating Area, Jogging Track, driveway and ramp area (excluding sanctioned parking spaces)
9. Second- Floor level of podium connecting Towers A and E with Viewing Deck, Utility Room, Home Theatre, lift lobby, reception, Toilets, Lounge and changing room with roofs thereof, Swimming Pool, Kids Pool, Pool Deck Area, Senior Citizen Seating Area, Yoga Meditation Area, Gazebo, Open Air Theatre, Central Green Lawn, Jogging Track staircases, ramp, driveway and ramp (excluding the sanctioned parking spaces).



10. Second- Floor level of podium connecting Tower E and D with Celebration Terrace, LED Screen and Cascade Water Feature.
11. Gym, covered seating area adjacent to Gym, Indoor games room, tiny tots room all located in Third Floor of Tower-A
12. Club House area with pop up restaurant, pool, conference room, classroom, covered pergola (open to sky), visual gaming room, music room, art room all located in Third Floor of Tower-B.
13. Multipurpose Room located in Third Floor of Tower-D
14. Annex Party Area located in Third Floor of Tower- E
15. Tower C - multipurpose hall (32nd floor & 7th floor)
16. Tower C club - prefunction area , pantry, toilets, gym with attached toilet, common corridor / passage , open to sky yoga deck area, male/female wet area, open to sky jacuzzi & lounge area, open to sky spill over area, electrical room, open terraces.

Part V
[Complex Limited Common Areas]

1. Gas bank
2. DG & transformer yard

Part VI
[Promoter's Club Complex Limited Common Areas]

1. Gas bank
2. DG & transformer yard



IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Deed of Conveyance at Kolkata in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED OWNER
IN THE PRESENCE OF**

**SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED PROMOTER
IN THE PRESENCE OF**

**SIGNED SEALED AND DELIVERED BY
THE WITHIN NAMED PURCHASER
IN THE PRESENCE OF**



MEMORANDUM OF CONSIDERATION

[•]

