

CONVEYANCE

1. **Date:**
2. **Nature of document:** Deed of Conveyance
3. **Parties:**
- 3.1 **First Parties:**

(1) **LOTUS ENCLAVE PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 7, Hare Street, 4th Floor, Police Station - Hare Street, Kolkata - 700 001 and Income Tax Permanent Account Number AABCL2473N, (2) **AJANTA COMMERCIAL AND TRADING COMPANY PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 7, Hare Street, 4th Floor, Police Station - Hare Street, Kolkata - 700 001 and Income Tax Permanent Account Number AABCA2318K, (3) **MULTITECH ELECTRONICS LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 113, Park Street, 3rd Floor, North Block, Police Station - Park Street, Kolkata - 700 016 and Income Tax Permanent Account Number AABCM7442A, (4) **RIMJHIM TRADERS AND DEALERS PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 113, Park Street, 3rd Floor, Police Station - Park Street, Kolkata 700 016 and Income Tax Permanent Account Number AABCR3989B and (5) **ASHUTOSH SPINNERS PRIVATE LIMITED**, a Company within the meaning of the Companies Act, 2013 having its registered office at 7, Hare Street, 4th Floor, Police Station - Hare Street, Kolkata - 700 001 and Income Tax Permanent Account Number AABCA0262E represented by their Constituted Attorney Ginni Realty Projects Private Limited through its Director/Authorised Signatory _____, son of _____, by religion Hindu, by occupation _____, citizen of India, residing at _____, Police Station _____, Post Office _____, Kolkata 700 ___ and having Income Tax Permanent Account Number _____ and Aadhaar Number _____ vide Board Resolution dated _____ by virtue of Power of Attorney dated 13th February, 2023 registered at the office of the Additional Registrar of Assurance II, Kolkata in Book No. I, Volume No. 1902-2023, Pages 72525 to 72547, Being No. 190202038 for the year 2023 of the **First Part**;

- 3.2 **Second Party/Promoter:**

GINNI REALTY PROJECTS PRIVATE LIMITED (previously known as Vedant Farms Private Limited), a Company within the meaning of the

Companies Act, 2013 having its registered office at 7, Hare Street, 4th Floor, Police Station - Hare Street, Kolkata - 700 001 and Income Tax Permanent Account Number AAACV0359G represented by its Director/Authorised Signatory _____, son of _____, by religion Hindu, by occupation _____, citizen of India, residing at _____, Police Station _____, Post Office _____, Kolkata 700 ___ and having Income Tax Permanent Account Number _____ and Aadhaar Number _____ of the **Second Part**;

3.3 **Purchaser:**

3.3.1 _____ son of _____, by occupation _____, having Permanent Account No. _____, Aadhaar No. _____;

3.3.2 _____ son of _____, by occupation _____, having Permanent Account No. _____, Aadhaar No. _____;

Both by religion _____, Citizen of India, residing at _____, Post Office _____, Police Station _____, Kolkata – 700 _____.

of the **Third Part**.

- 3.4 The First Parties, Second Party/Promoter and the Purchaser shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.
- 3.5 The term “**Vendors**” shall mean jointly the First Parties and the Second Party/Promoter and where the context so permits it shall refer to only such of them as is concerned with the relevant matter/issue. The term “**Vendors**” shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors-in-interest and assigns.
- 3.6 The term “**Purchaser**” shall mean and include:
- (a) If he/she be an individual, then the heirs, successors, executors, administrators, legal representatives and assigns of such individual.
 - (b) If it be a Hindu Undivided Family, then the members of such Hindu Undivided Family from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
 - (c) If it be a Company or a Limited Liability Partnership, then its successor or successors-in-interest and assigns.

- (d) If it be a Partnership Firm, then the partners of such partnership firm from time to time and their respective heirs, successors, executors, administrators, legal representatives and assigns.
- (e) If it be a Trust, then Trustees of such Trust from time to time and their respective successors-in-office and assigns.

4. **Definitions:**

The following terms and expressions shall in this Deed have the respective meanings assigned to them herein below, unless the same be contrary to or repugnant to the subject or context:

- 4.1 “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- 4.2 “**Additional/Further Constructions**” shall mean all future vertical and horizontal exploitation of the Building and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises that may be made by the Vendors and such Additional Further/Construction may be made from time to time and the owners and occupiers thereof shall have similar rights as the Purchaser herein in respect of the Common Areas;
- 4.3 “**Agreed Consideration/Total Price**” shall mean the consideration mentioned in **Schedule F** that has been paid by the Purchaser for acquiring the said Office Unit based on the carpet area thereof (excluding Goods and Services Tax and cess or any other similar taxes in connection with the construction of the Project, by whatever name called which has been paid / is payable additionally by the Purchaser, as applicable from time to time);
- 4.4 “**Agreement**” shall mean the Agreement for Sale dated _____ registered at the office of the _____ in Book No. I, Volume No. _____, Pages _____ to _____, Being No. _____ for the year _____ entered into between the Parties;
- 4.5 “**Architect(s)**” shall mean _____ who have been appointed as the Architect(s) for the Project by the Second Party/Promoter and/or such other Architects whom the Second Party/Promoter may from time to time appoint as the Architects for the Project;
- 4.6 “**Association**” shall mean the Association, Syndicate, Committee, Body, Society or Company which would comprise the Vendors and the representatives of all the buyers of Units and which shall be formed or incorporated at the instance of the Second Party/Promoter for the Common

Purposes with such rules and regulations as shall be framed by the Second Party/Promoter;

- 4.7 **“Building”** shall mean the new building having basement plus ground plus sixteen upper floors comprising of retail spaces/office spaces/restaurants, Car Parking Spaces and Common Areas and other constructions that have been constructed on the Premises by the Second Party/Promoter as per the Plans and the other constructions and structures that may be constructed on the Premises from time to time, wherever the context so permits;
- 4.8 **“Built-Up Area”** in relation to an Unit shall mean the plinth area of that Unit (including the area of bathrooms, if any, appurtenant thereto but excluding the area of the Open Terrace, if any, appurtenant thereto) and also the thickness of the walls (external and internal), the columns and pillars therein, provided that, if any wall, column or pillar be common between the two Units then 1/2 (one-half) of the area under such wall, column or pillar shall be included in such Unit;
- 4.9 **“Carpet Area”** shall have the meaning as ascribed to it under the Act;
- 4.10 **“Car Parking Spaces”** shall mean the spaces in the (i) the open parking on the ground floor, (ii) open Mechanical Car Parking System on the ground floor, (iii) covered Mechanical Car Parking System on the ground floor, (iv) basement of the Building and (v) Mechanical Car Parking System/pit parking in the basement;
- 4.11 **“Common Areas”** shall mean the common areas and facilities mentioned in **Schedule C** hereto which shall be used and enjoyed in common by the Unit Owners of the Units as also of the Additional/Further Constructions, if any, save and except the Mechanical Car Parking System;
- 4.12 **“Common Expenses”** shall mean all costs and expenses mentioned in **Part IV of Schedule E** for the management, maintenance and upkeep of the Building, the Mechanical Car Parking, the Common Areas and the expenses for Common Purposes;
- 4.13 **“Common Purposes”** shall include the purpose of managing and maintaining the Premises, the Building, the Mechanical Car Parking and in particular the Common Areas, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common;
- 4.14 **“Common Roof Area”** shall mean only the specified portion / area of the ultimate roof of the Building delineated in **RED** borders in the **Roof Plan** annexed hereto along with the water purifier, solar panel and the water tank

above lift area/staircase area, which only shall form part of the Common Areas;

- 4.15 “**Corporation**” shall mean the Kolkata Municipal Corporation and its different departments and officers and shall also include other concerned authorities that may recommend, approve, sanction, modify, extend, revise and/or regularise the Plans;
- 4.16 “**Date of Commencement of Liability**” shall mean the date of grant of the Completion/Occupancy Certificate by the Kolkata Municipal Corporation;
- 4.17 “**Date of Possession**” shall mean the date on which the Purchaser was handed over possession of the said Office Space or the date of this Deed whichever is earlier;
- 4.18 “**Development Agreement**” shall mean and include the Development Agreement dated 18th January, 2023 registered at the office of the Additional Registrar of Assurance II, Kolkata in Book No. I, Volume No. 1902-2023, Pages 37171 to 37212, Being No. 190200823 for the year 2023 made between the First Party and the Second Party/Promoter relating to development of the Premises and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time as also all documents executed pursuant thereto, including Powers of Attorney, etc.;
- 4.19 “**Exclusive Private Roof Area**” shall mean all portions of the roof over the ultimate top floor of the Building other than the Common Roof Area delineated in **BLUE** borders in the **Roof Plan** annexed hereto in respect of which only the Vendors and their transferees and assigns shall have Exclusive Private Roof Area Rights and in respect of which the Purchaser, other Unit Owners and/or occupants of the Building shall have no right, title, interest, claim or entitlement whatsoever;
- 4.20 “**Exclusive Private Roof Area Rights**” shall mean the exclusive right and entitlement of use and enjoyment of the Exclusive Private Roof Area by the Vendors and their transferees and assigns (along with their guests and visitors) including beautifying and landscaping the same, making a private roof garden, making installations, erections and constructions permissible in law, etc. together with the right to transfer such rights and entitlements;
- 4.21 “**Maintenance Agency**” shall mean the Second Party/Promoter itself or any entity appointed by the Second Party/Promoter for maintenance and shall mean the Association after it is handed over the maintenance of the Building and Common Areas;
- 4.22 “**Maintenance Charges**” shall mean the proportionate amount of Common Expenses payable monthly by the Purchaser to the Maintenance Agency;

- 4.23 **“Open Terrace”** shall mean the open terrace(s) attached and/or appurtenant to only certain Units on certain floors of the Building, each open terrace having access from a particular Unit only and meant to be owned, used and enjoyed exclusively by the owner of such particular Unit only;
- 4.24 **“Mechanical Car Parking System”** shall mean the mechanical car parking system installed on the ground floor and basement comprising of separate sets of parking cars, each set having 2 levels for parking of 2 cars (1 up and 1 down), and each set may be allotted to 2 different Unit Owners to be used in co-operation and co-ordination with each other and the term Mechanical Car Parking System shall mean and include Dependent or Stack Car Parking System as also all equipment, appliances, accessories thereof and the electricity and other connections thereto;
- 4.25 **“Office Space”** shall mean any office space which is meant for office use together with Open Terrace, if any, appurtenant thereto and which is capable of being exclusively owned, used and enjoyed by any Unit Owner;
- 4.26 **“Office Unit”** shall mean any Office Space including the Open Terrace, if any, appurtenant thereto which is meant for office use and is capable of being exclusively owned, used and enjoyed by any Unit Owner together with the right, if any, to park car(s) in the Car Parking Space(s), the undivided impartible variable proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Office Space;
- 4.27 **“Plan/Plans”** shall mean the plans of the Building which have been sanctioned and approved by the Kolkata Municipal Corporation bearing Building Permit No. 2015070146 dated 17th March, 2016 and subsequently modified/revised vide Building Permit No. 2022070122 dated 28th September, 2022 and subsequent application for addition of one floor over the basement plus ground plus fifteen upper floors with additional floor area ratio and shall also, wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architect(s) including variations/modifications/alterations/changes therein that may be made by the Second Party/Promoter, if any, as well as all regularizations, revisions, renewals and extensions thereof, if any;
- 4.28 **“Power of Attorney”** shall mean and include all powers and authorities executed and/or granted by the First Parties in favour of the Second Party/Promoter from time to time relating to development of the Premises including the Power of Attorney dated 13th February, 2023 registered at the office of the Additional Registrar of Assurance II, Kolkata in Book No. I, Volume No. 1902-2023, Pages 72525 to 72547, Being No. 190202038 for the

year 2023 and shall also include all modifications, alterations and changes, if any, made and/or that may be made therein from time to time;

- 4.29 **“Premises”** shall mean the said Land morefully described in Schedule B hereto containing by estimation an area of 1 bigha 10 cottahs as per documents and on physical survey found to contain 1 bigha 10 cottahs 4 chittacks 23.2 square feet be the same a little more or less together structures standing thereon and situate lying at and being Municipal Premises No. 43, Rafi Ahmed Kidwai Road, Police Station Park Street, Kolkata 700 016 within Ward No. 63 of the Kolkata Municipal Corporation and the same shall wherever the context permits also include the Building and Common Areas;
- 4.30 **“Project”** shall mean the development and construction at the Premises by the Second Party/Promoter from time to time and shall include the Building (including Additional/Further Constructions) that have been and/or may be constructed thereat;
- 4.31 **“Proportionate”** with all its cognate variations shall mean such ratio, the Carpet Area of the said Office Space bears to the total Carpet Area of all the Units in the Building;
- 4.32 **“Regulations”** means the Regulations that may be made under The Real Estate (Regulation and Development) Act, 2016 applicable to West Bengal;
- 4.33 **“Restaurant Space”** shall mean the spaces on the fourteenth floor, fifteenth floor and sixteenth floor of the Building which is meant for restaurant use together with Open Terrace, if any, appurtenant thereto and which is capable of being exclusively owned, used and enjoyed by any Unit Owner;
- 4.34 **“Restaurant Unit”** shall mean any Restaurant Space including the Open Terrace, if any, appurtenant thereto which is meant for restaurant use and is capable of being exclusively owned, used and enjoyed by any Unit Owner together with the right, if any, to park cars in the Car Parking Spaces, the undivided impartible variable proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Restaurant Space;
- 4.35 **“Retail Space”** shall mean the spaces on the ground floor and first floor of the Building which is meant for retail/shop/showroom use together with Open Terrace, if any, appurtenant thereto and which is capable of being exclusively owned, used and enjoyed by any Unit Owner;
- 4.36 **“Retail Unit”** shall mean any Retail Space including the Open Terrace, if any, appurtenant thereto which is meant for retail/shop/showroom use and is capable of being exclusively owned, used and enjoyed by any Unit Owner together with the right, if any, to park cars in the Car Parking Spaces, the

undivided impartible variable proportionate share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the Undivided Share attributable to such Retail Space;

- 4.37 “**Rules**” means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- 4.38 “**Said Office Space**” shall mean the Office Space together with Open Terrace, if any, described in **Part I** of **Schedule G** hereto;
- 4.39 “**Said Office Unit**” shall mean the said Office Space, the said Car Parking Space, (if any), the proportionate variable, undivided, indivisible and impartible share or interest in the Common Areas with right to use and enjoy the same in common and wherever the context so intends or permits, shall include the said Undivided Share;
- 4.40 “**Said Land**” shall mean the land containing by estimation an area of 1 bigha 10 cottahs as per documents and on physical survey found to contain 1 bigha 10 cottahs 4 chittacks 23.2 square feet more or less comprised in the Premises and morefully described in **Schedule B**;
- 4.41 “**Said Car Parking Space**” shall mean the right to park medium sized car(s), if any, appurtenant to the said Office Space described in **Part-II** of **Schedule G** hereto;
- 4.42 “**Said Undivided Share**” shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the said Land comprised in the Premises which is attributable to the said Office Space;
- 4.43 “**Section**” means a section of the Act;
- 4.44 “**Sinking Fund**” shall mean the Fund comprising of the amounts paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards sinking fund which shall be ultimately held by the Maintenance Agency for the purpose of major repairs, replacements and additions to the Common Areas and other contingencies;
- 4.45 “**Super Built-Up Area**” of the said Office Unit has been mutually agreed to be calculated by adding (i) the Built-Up Area of the said Office Space and (ii) an agreed fixed percentage of ____ per cent of the Built-Up Area of the said Office Space (excluding the area of the Open Terrace);
- 4.46 “**Undivided Share**” in relation to an Unit shall mean the proportionate variable, undivided, indivisible and impartible share or interest in the said Land comprised in the Premises which is attributable to the concerned Unit;

- 4.47 “**Unit**” shall according to the context mean any unit in the Building, whether an Office Unit or a Retail Unit or a Restaurant Unit;
- 4.48 “**Unit Owners**” shall, according to the context, mean all purchasers and/or intending purchasers of different Units in the Building and shall also include the Vendors (and their transferees) in respect of such Units as may be retained and/or not alienated and/or not agreed to be alienated by them;
- 4.49 “**Masculine Gender**” including the pronouns referring thereto shall include the **feminine** and **neuter** gender and vice versa.
- 4.50 “**Singular Number**” shall include the **plural number** and vice versa.

5. **Subject Matter of Sale:**

Sale on ownership basis of the said Office Unit (described in **Schedule-G**) at Premises No. 43, Rafi Ahmed Kidwai Road, Police Station Park Street, Kolkata 700 016 within Ward No. 63 of the Kolkata Municipal Corporation, described in **Schedule-B (Premises)** subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule-E**.

6. **Background:**

- 6.1 The Vendors are jointly the absolute and lawful owners of the said Land described in **Schedule B** hereto. The First Parties are jointly the owners of an undivided $5/6^{\text{th}}$ share or interest in the said Land (“**First Parties’ Land Share**”) and are entitled to construct or cause to be constructed and own $5/6^{\text{th}}$ of the constructed area in the Building that is being constructed at the said Land. The Second Party/Promoter is the owner of an undivided $1/6^{\text{th}}$ share or interest in the said Land (“**Second Party’s/Promoter’s Land Share**”) and is entitled to construct or cause to be constructed and own $1/6^{\text{th}}$ of the constructed area in the Building that is being constructed at the said Land. The documents of title of the Vendors in respect of the said Land are mentioned in **Schedule A** hereto.
- 6.2 The Second Party/Promoter was originally incorporated with the name “Vedant Farms Private Limited” which has been subsequently changed to “Ginni Realty Projects Private Limited” and a Certificate of Incorporation pursuant to change of name dated 8th August, 2016 has been issued by the Registrar of Companies, West Bengal.
- 6.3 The Premises is mutated under Assessee No. 110634300065 in the names of the Vendors in the records of the Kolkata Municipal Corporation (“**KMC**”) as the owners thereof.

- 6.4 The First Parties have entered into a Development Agreement dated 18th January, 2023 registered at the office of the Additional Registrar of Assurance II, Kolkata in Book No. I, Volume No. 1902-2023, Pages 37171 to 37212, Being No. 190200823 for the year 2023 with the Second Party/Promoter for the development of the said Land. Pursuant to the Development Agreement, a Power of Attorney dated 13th February, 2023 has been executed by the First Parties in favour of the Second Party/Promoter which has been registered at the office of the Additional Registrar of Assurance II, Kolkata in Book No. I, Volume No. 1902-2023, Pages 72525 to 72547, Being No. 190202038 for the year 2023.
- 6.3 The said Land is earmarked for the purpose of building a multi-storied business building and the Project has been named “**Park NX**”.
- 6.4 The Second Party/Promoter has got the Plans sanctioned by the Corporation and has constructed and completed the Building at the Premises and pursuant to the same Completion Certificate dated _____ has been issued by the Corporation.
- 6.5 The Project has been registered under the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at WB RERA Office, Kolkata on _____ under Registration No. _____.
- 6.6 By and under the Agreement, it was agreed that the said Office Unit would be sold, conveyed and transferred by the Vendors to the Purchaser at and for the Agreed Consideration/Total Price of Rs. _____/- (Rupees _____ only) on the terms and conditions contained therein. In the Agreement, Carpet Area of _____ square feet was mentioned in respect of the said Office Space, Built up Area of _____ square feet and corresponding Super Built-up area of _____ square feet was mutually agreed and accepted by the parties. Upon construction, the said Office Space contains Carpet Area of _____ square feet and Built up Area of _____ square feet and the parties have mutually agreed and accepted Super Built-up area of _____ square feet corresponding to the same. Accordingly, due to the increase in Carpet Area, the consideration of Rs. _____/- mentioned in the Agreement has been proportionately increased to Rs. _____/- (Rupees _____ only). Accordingly, the said Office Unit is more fully and particularly mentioned and described in **Schedule G** hereto with the aforesaid change of final increased measurement.
- 6.7 The Purchaser confirms that after independently examining and

verifying or causing independent examination and verification and being thoroughly satisfied about the ownership and title of the Vendors in respect of the Premises and the documents relating thereto, the right, title, interest and entitlement of the Second Party/Promoter as the developer in respect of the Premises, the Plans sanctioned by the Corporation and the necessary approvals and permissions including the Completion Certificate dated _____ and after inspection of the said Office Unit and the Building including the Common Areas and being thoroughly satisfied about the actual constructions (including the quality and specifications thereof, the Carpet Area, Built-Up Area and Super Built-up Area of the said Office Unit, the workmanship, the quality of materials used, the structural stability and the construction of the Building, the Common Areas and the said Office Space), the Purchaser has taken possession of the said Office Unit and is completing the purchase of the said Office Unit pursuant to the Agreement between the Vendors and the Purchaser. Prior to execution of this Deed, the Purchaser has made payment of the Agreed Consideration/Total Price, the Additional Liabilities and Deposits mentioned in the Agreement to the Second Party/Promoter. The Purchaser undertakes and covenants not to raise henceforth any objection or make any requisition regarding any of the above matter/issues and also waives and disclaims all claims and rights, if any, to do so. The Purchaser declares and confirms that the construction of the Building including the said Office Unit and the Common Areas is complete in all respects to the complete satisfaction of the Purchaser and that the delay, if any, in completion has been and/or is deemed to be condoned by the Purchaser and that the Vendors have complied with all their obligations including those under the Act and that the Purchaser has no complaint or claim whatsoever against the Vendors or any of them on any account whatsoever and the Purchaser also waives and disclaims all claims and rights, if any.

7. **Now this Indenture witnesses:**

7.1 **Transfer:** The transfer made by this Deed shall be in the manner mentioned below and be subject to the terms and conditions contained in this Deed including those mentioned below.

7.1.1 In consideration of the Purchaser having paid the Agreed Consideration mentioned in **Schedule-F**, the Vendors do hereby sell, convey, grant and/or transfer to the Purchaser the following:

- (a) The Office Space described in **Part-I of Schedule-G (said Office Space)**.

(b) Right to park medium sized car(s) in the said Car Parking Space described in **Part-II of Schedule-G (said Car Parking Space)**.

(c) Proportionate, variable, undivided, indivisible and impartible share in the Common Areas described in **Schedule-C** hereto with right to use and enjoy the same in common subject to making timely payment of the Maintenance Charges, Corporation taxes and other liabilities and the rights and entitlements of common ownership, use and enjoyment of the Unit Owners and/or occupiers of the other portions of the Building in respect of the same.

(d) Said Undivided Share.

7.1.2 The term '**the said Office Unit**' wherever used in this Deed shall include all the properties and rights mentioned in **Clause 7.1.1** hereinbefore which are being hereby sold and/or granted, unless contrary to the context and it is expressly made clear that the same constitute one office unit. Notwithstanding anything to the contrary contained elsewhere it is hereby expressly agreed that the Agreed Consideration has been mutually agreed upon on the basis of the Carpet Area of the said Office Unit. It is clarified that the Super Built-up Area is a notional area for calculation of Maintenance Charges, Common Expenses, etc. and has no connection with the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement and that any variation in the Super Built-up Area due to variation in the Undivided Share shall not affect the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration and/or the Additional Liabilities and Deposits mentioned in the Agreement paid by the Purchaser on the ground of or by reason of any variation of the Super Built-up Area due to variation in the Undivided Share.

7.1.3 Neither any of the (i) open and covered spaces in the Building and the Premises/said Land not included in the Common Areas mentioned in **Schedule C**, (ii) Roof of the Building at the Premises excluding the Common Roof Area, (iii) other Units and Car Parking Spaces in the Building (except the right to park medium sized car(s) in the said Car Parking Space) and/or the Premises, (iv) Open Terrace attached and/or appurtenant to other Units, (v) right of further construction on any part of the open land/space comprised in the Premises/said Land or raising of any additional floor/storey/construction on the roof of the Building including the Common Roof Area and (vi) Exclusive Private Roof Area Rights in respect of the Exclusive Private Roof Area is intended to be transferred, nor the same shall be transferred in favour of the Purchaser in as much as the same shall belong exclusively to the Vendors without the Purchaser having any right, title, interest, claim or entitlement whatsoever in respect thereof and the Vendors

shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Vendors in their absolute discretion, without any reference to the Purchaser who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, in favour of the Vendors.

- 7.1.4 Notwithstanding anything to the contrary contained elsewhere, it is clarified that the Vendors shall continue to be entitled to use and utilise the Common Areas mentioned in **Schedule-C** hereto.
- 7.1.5 The proportionate share of the Purchaser in respect of any matter referred to under this Deed shall be such as may be determined by the Second Party/Promoter from time to time and the Purchaser agrees, undertakes and covenants to accept the same notwithstanding variations.
- 7.1.6 The right of the Purchaser regarding the Undivided Share shall be variable depending on Additional/Further Constructions, if any, made by the Second Party/Promoter from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Agreed Consideration/Total Price and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Agreed Consideration/Total Price paid by the Purchaser on the ground of or by reason of any variation of the Undivided Share.
- 7.1.7 The Second Party/Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including the Common Roof Area) of the Building and boundary walls of the Building and/or other areas in the Building and/or the Premises by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same, and no one including the Unit Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever. The Second Party/Promoter and its agents shall be entitled to have unhindered access to the roof (including Common Roof Area) and boundary walls of the Building and/or other areas in the Building and/or the Premises for maintenance, repairs, replacement, etc. of its hoardings, display signs, neon signs, lighted displays, etc. and the Purchaser hereby consents to the same and no one including the Unit Owners and the Association shall be entitled to object or to hinder such access in any manner whatsoever.
- 7.1.8 The Second Party/Promoter may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Second Party/Promoter for setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems on the Common Areas of the Building

and/or on the roof of the Building including the Common Roof Area and no one including the Unit Owners, the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever.

- 7.1.9 The Purchaser shall be entitled to occupy, possess, use and enjoy the said Office Unit in the manner not inconsistent with the Purchaser's rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Unit Owner and/or the Vendors.
- 7.1.10 The Purchaser shall be entitled to use the said Office Unit on all working days in accordance with law. The Purchaser may use the said Office Unit on Sundays and other holidays subject to obtaining prior permission from the Second Party/Promoter / Association and subject to payment of such charges and compliance with such conditions as may be decided by the Second Party/Promoter / Association from time to time.
- 7.1.11 Only the Common Roof Area shall be meant for common use and form part of Common Area. The Common Roof Area includes the areas of the water purifier, solar panel and the water tank above lift area/staircase area and shall be used for any common installations and facilities as may be necessary from time to time as also for fire refuge area on the roof, if required. The Common Roof Area shall be maintained by the Maintenance Agency and costs of the same shall form part of the Common Expenses. Antenna may be installed only on the portion of the Common Roof Area above the water tank above lift area/staircase area.
- 7.1.12 The Purchaser has irrevocably consented and/or hereby irrevocably consents that the Second Party/Promoter shall be entitled to make in future Additional/Further Constructions by way of Additional/Further Construction in the Premises including by raising of any additional floor/storey/construction over the roof of the Building (including the Common Roof Area) and/or by way of construction of additional buildings/structures in the open land/spaces in the Premises and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Common Areas and such future Additional/Further Constructions/ exploitation shall belong exclusively to the Vendors who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Second Party/Promoter is entitled to shift any part of the Common Areas (including common areas and installations and water tank and the Common Roof Area) to the ultimate roof and also to make available the Common Areas and all utility connections and facilities to the Additional/Further Constructions. The Vendors shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the

Vendors have an irrevocable sole right in respect of the same and the Purchaser has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the total number of Common Areas mentioned in Schedule C shall not be reduced to the detriment of the Purchaser.

- 7.1.13 Besides the additions and alterations permissible under the Act and/or the Rules, the Purchaser has irrevocably consented to and/or hereby irrevocably consents that the Second Party/Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Building, the Common Areas, and/or the ground floor layout made and/or to be made by the Second Party/Promoter and/or as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Office Unit, the Purchaser had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Purchaser has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Purchaser in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule C shall not be reduced to the detriment of the Purchaser.
- 7.1.14 The Second Party/Promoter either itself and/or through any other third party shall be free to purchase/develop land contiguous/adjacent/adjoining to and/or accessible from the said Land (“the Adjacent Property”) with any other persons and in such an event the owners/occupants/residents of the Adjacent Property may be permitted by the Second Party/Promoter to use the drive ways, pathways and passages in the said Land for access to the Adjacent Property as also use the Common Areas on such terms and conditions as the Second Party/Promoter may decide. The Purchaser has consented to and/or hereby irrevocably consents to the above and no further consent shall be necessary in future.
- 7.1.15 The Second Party/Promoter may at its option retain and/or not alienate and/or agree to alienate certain Car Parking Spaces for such purpose as may be deemed fit by the Second Party/Promoter at its sole discretion and the Purchaser hereby consents to the same.
- 7.1.16 In case any corridor is common to two or more Units then the Second Party/Promoter may at the request of the Unit Owners of such two or more Units and subject to such conditions as it may deem fit, allow installation of a gate at the entrance to the corridor and the Purchaser hereby consents to the same.

- 7.1.17 Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall belong exclusively to the Vendors who shall be entitled to deal with and dispose of the same in any manner they deem fit and appropriate the consideration for the same.
- 7.1.18 Non-enforcement of any right by the Vendors or any indulgence granted by the Vendors to the Purchaser or any other Unit Owner shall not amount to any waiver of any of the rights of the Vendors.
- 7.1.19 If at anytime there be demand, imposition of or enhancement of any tax, duty, levy, cess, surcharge or fee (including Goods & Services Tax) under any statute or regulation on the Premises, the Building and/or the said Office Unit or on the construction or transfer of the said Office Unit or any portion thereof (whether payable to the concerned authority by the Second Party/Promoter or the First Parties or the Purchaser) the same shall be borne and paid by the Purchaser, wholly in respect of the said Office Unit and proportionately in respect of the Premises, the Building and the Common Areas, without raising any objection thereto. The Second Party/Promoter and/or the First Parties shall not be liable for the same or any portion thereof under any circumstances whatsoever. The Purchaser shall make such payment within 7 (seven) days of demand being made by the Second Party/Promoter and/or the First Parties and/or the concerned authority. It is expressly agreed that the same shall be the liability of the Purchaser and the Second Party/Promoter and/or the First Parties shall be entitled to recover the same from the Purchaser if any such payment is made by the Second Party/Promoter and/or the First Parties for any reason.
- 7.1.20 In respect of any of the rights or obligations of the Vendors or any of them as against or towards the Purchaser, it shall be sufficient if any one or all of the Vendors take any steps and/or issue notices regarding the same and it shall not be necessary for all the Vendors to take any step jointly. It shall however be necessary for the Purchaser to give notice and deal with each of the Vendors herein individually and separately.
- 7.1.21 The Purchaser shall be entitled To Have And To Hold the said Office Unit 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 the rights of the Purchaser hereunder and subject to the Purchaser not committing any breach, default or violation and subject to the Purchaser not creating any hindrance relating to the rights and/or entitlements of any other Unit Owner and/or the Vendors.
- 7.1.22 The sale of the said Office Unit is together with and subject to the mutual easements and restrictions mentioned in this Deed including in **Schedule-D**

hereto and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3 and Schedule-E** hereto, which shall be covenants running with the said Office Unit in perpetuity.

7.1.23 Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly agreed and made clear as follows:

- (a) The open and covered Car Parking Spaces sanctioned by the Corporation are meant to be used only for parking cars by the Unit Owners of this Project only.
- (b) The total number of open and covered Car Parking Spaces in the Project exceeds the total number of Units in the Project. The sizes of the Units are different and the car parking space requirement of the Unit Owners also varies.
- (c) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces are being earmarked and allotted along with specified Units so that the same cars are parked in the same space every day.
- (d) Accordingly, at the request of the Purchaser, the Second Party/Promoter has allotted the said Car Parking Space for exclusive use by the Purchaser.
- (e) It is expressly made clear that only right of use is being granted in respect of the said Car Parking Space and no sale is being made.

7.1.24 Notwithstanding anything to the contrary contained elsewhere in this Deed, it is expressly declared that the transfer of the proportionate, variable, undivided and impartible share in the Common Areas in the name of the Purchaser is being done in the capacity of the Purchaser as a trustee on behalf of and for the benefit of the Association to be ultimately formed for the Project and that the Purchaser shall transfer the proportionate, variable, undivided and impartible share in the Common Areas in favour of the Association at his own costs at the appropriate time after formation of the Association and/or at such time when all the Unit Owners of different Units transfer their proportionate, variable, undivided and impartible share in the Common Areas in favour of the Association. The Vendors are under an obligation to transfer in favour of the Purchaser the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Office Space. From Section 17 of the Act it appears that the undivided proportionate title in the Common Areas is to be transferred to the Association in addition to handing over of the Common Areas to the Association. However, from Clause 10 of Annexure 'A' to the Rules it appears that by the Deed of Conveyance, title of the said Office Space together with proportionate indivisible share in the Common Areas are to be transferred to the Purchaser. It also appears from Section 5(2) of the West Bengal Apartment Ownership Act, 1972 that undivided interest in the common areas and facilities shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the

conveyance. Accordingly, there is contradiction, ambiguity and/or lack of clarity regarding transfer of the undivided proportionate share in the Common Areas. Further as per the registration procedure followed by the Registration Authorities in West Bengal for registering Deeds of Conveyance regarding Units, the market valuation of the Units is to be ascertained from the website of the Registration Authorities and the same is required to be approved by the Registration Authorities for enabling the Deeds of Conveyance to be registered. The Market Valuation e-Assessment Slip regarding any Unit can be generated only on the basis of super built-up area which includes the undivided proportionate share in the Common Areas and market valuation is made on such basis taking into consideration the undivided proportionate share in the Common Areas. Stamp duty and registration fees are payable on the basis of such valuation including undivided proportionate share in the Common Areas without which the Deed of Conveyance cannot be registered. Under the aforesaid circumstances, it is not possible for the Vendors to execute this Deed of Conveyance in favour of the Purchaser only in respect of the said Office Space excluding the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Office Space. Further and in any event, presently there is no procedure for registration of a Deed of Conveyance of undivided proportionate share in the Common Areas in favour of the Association without any consideration. The consideration for the undivided proportionate share in the Common Areas is being paid by the Purchaser and no amount is or shall be receivable by the Vendors from the Association. Under the circumstances, at present there is no practical method of transfer of undivided proportionate share in the Common Areas in favour of the Association without payment of any consideration. In view of the above situation, the Vendors have no option but to execute this Deed of Conveyance in favour of the Purchaser transferring also the undivided proportionate share in the Common Areas since the stamp duty and registration fees are being paid by the Purchaser on such basis and in as much as the ultimate aim of the Act including Section 17 thereof and Annexure A of the Rules is that the Vendors should not retain ownership of the undivided proportionate share in the Common Areas which should be transferred to the Purchaser and/or for his benefit to the Association. Under such circumstances, the Vendors are hereby discharging their obligation of transfer of the proportionate, variable, undivided and impartible share in the Common Areas in respect of the said Office Space in favour of the Purchaser herein with the understanding that the Purchaser shall hold the same in trust for the Association to be formed in future in respect of the Project and shall transfer the same to such Association in accordance with law, if and when clarity is available on the above issue. The stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Unit Owners of the Project. If necessary, the Vendors agree to join as parties to such deed and/ or document for transfer of undivided proportionate share in the Common Areas in favour of the Association provided the stamp duty and registration fees, if any, for such transfer shall be payable by the Purchaser proportionately along with all the Unit Owners of the Project without any amount being required to

be contributed by the Vendors.

7.1.25 The Vendors shall be entitled to sell the Retail Units on such terms and conditions as the Vendors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled inter alia to :

- (a) grant rights to Unit Owners of the Retail Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the Building abutting the Retail Units and/or on the internal walls of the Retail Units and/or in the common areas and passages meant for access to the Retail Units against payment of consideration/charges to the Second Party/Promoter for the same as may be determined by the Second Party/Promoter and no one including the Unit Owners, the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such Unit Owners of Retail Units shall belong exclusively to the Second Party/Promoter;
- (b) allow the Unit Owners of Retail Units to have additional security systems and additional security guards for the safety and security of the Retail Units in addition to the common security for the Premises;
- (c) demarcate and allot the car parking spaces in the Building for the Unit Owners of Retail Units;
- (d) charge Maintenance Charges and Common Expenses to the Unit Owners of the Retail Units at such higher rate as may be decided by the Vendors;
- (e) limit or restrict the rights of the Unit Owners of Retail Units in respect of use of certain Common Areas;
- (f) grant additional/differential rights to the Unit Owners of Retail Units in respect of use of certain Common Areas against payment of consideration/charges to the Second Party/Promoter for the same as may be determined by the Second Party/Promoter;
- (g) grant differential rights to the Unit Owners of Retail Units in respect of participation and voting regarding the Association and the maintenance.
- (h) allow the Unit Owners of the Retail Units to keep their Units open for more time and/or on holidays against payment of

consideration/charges to the Second Party/Promoter for the same as may be determined by the Second Party/Promoter.

7.1.26 The Vendors shall be entitled to sell the Office Units on such terms and conditions as the Vendors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled inter alia to:

- (a) demarcate and allot the car parking spaces in the Building for the Unit Owners of Office Units;
- (b) charge Maintenance Charges and Common Expenses to the Unit Owners of Office Units at such differential rate as may be decided by the Vendors;
- (c) limit or restrict the rights of the Unit Owners of Office Units in respect of use of certain Common Areas;
- (d) grant additional/differential rights to the Unit Owners of Office Units in respect of use of certain Common Areas;
- (f) grant differential rights to the Unit Owners of Office Units in respect of participation and voting regarding the Association and the maintenance.

7.1.27 The Vendors shall be entitled to sell the Restaurant Units on such terms and conditions as the Vendors may deem fit and proper. Without restricting or limiting the generality of the above it is clarified that the Vendors shall be entitled inter alia to:

- (a) grant rights to Unit Owners of the Restaurant Units to put-up install, display and maintain hoardings, display signs, neon-signs, lighted displays etc. on the external walls and windows of the Building abutting the Restaurant Units and/or on the internal walls of the Restaurant Units and/or in the common areas and passages meant for access to the Restaurant Units against payment of consideration/charges to the Second Party/Promoter for the same as may be determined by the Second Party/Promoter and no one including the Unit Owners, the Association or any other entity shall be entitled to object or to hinder the same in any manner whatsoever. The initial and/or recurring consideration/charges, the deposit, if any, and all other amounts to be paid by such Unit Owners of Restaurant Units shall belong exclusively to the Second Party/Promoter;
- (b) allow the Unit Owners of Restaurant Units to have additional security systems and additional security guards for the safety and security of the Restaurant Units in addition to the common security for

the Premises;

(c) demarcate and allot the car parking spaces in the Building for the Unit Owners of Restaurant Units;

(d) charge Maintenance Charges and Common Expenses to the Unit Owners of Restaurant Units at such differential rate as may be decided by the Vendors;

(e) limit or restrict the rights of the Unit Owners of Restaurant Units in respect of use of certain Common Areas;

(f) grant additional/differential rights to the Unit Owners of Restaurant Units in respect of use of certain Common Areas against payment of consideration/charges to the Second Party/Promoter for the same as may be determined by the Second Party/Promoter;

(g) grant differential rights to the Unit Owners of Restaurant Units in respect of participation and voting regarding the Association and the maintenance.

(h) allow the Unit Owners of the Restaurant Units to keep their Units open for more time and/or on holidays against payment of consideration/charges to the Second Party/Promoter for the same as may be determined by the Second Party/Promoter.

(i) make available to the Unit Owners of the Restaurant Units special/additional amenities and/or facilities like gas bank, water heater, special signage rights, etc against payment of consideration/charges to the Second Party/Promoter for the same as may be determined by the Second Party/Promoter.

7.1.28 The said Open Terrace, if mentioned in **Part-I of Schedule G** hereto, shall have exclusive access from and be attached and appurtenant only to the said Office Space and shall be exclusively occupied and used by the Purchaser for the purpose of private terrace only. The Purchaser shall not be entitled to use the same for any other purpose or to make any construction thereon or to cover the same in any manner. The Purchaser shall however be entitled to beautify and landscape the same provided however the same must always be fully open to sky without any covering, temporary or permanent. Further the Open Terrace cannot be enclosed by grills save and except the railing provided by the Second Party/Promoter. The said Open Terrace shall form an integral part of the said Office Unit and shall be transferable only as a part of the same and not independently or in any other manner.

7.1.29 The Purchaser confirms that he has agreed to purchase the said Office Unit with full knowledge that he would have no right, title, interest, claim or

entitlement whatsoever in respect of Open Terraces attached and/or appurtenant to other Units which shall be exclusively occupied and used by the respective Unit Owners and occupants thereof.

7.1.30 The Second Party/Promoter and/or any entity appointed by the Second Party/Promoter shall be entitled to install and operate an electric car charging station having ___ outlets in the Premises on pay and use basis. The Second Party/Promoter shall be entitled to frame rules for use of such electric car charging station which shall be accepted by and be binding on the Purchaser.

7.2 **Covenants of the Vendors:**

7.2.1 The Vendors hereby covenant with the Purchaser that they:

- (a) have the right to sell, transfer and convey the said Office Unit to the Purchaser;
- (b) are transferring the said Office Unit to the Purchaser free from any encumbrance created by the Vendors;
- (c) shall, at the costs and requests of the Purchaser, do all acts and execute all necessary documents as may be reasonably required for more perfectly assuring the said Office Unit to unto and in favour of the Purchaser in the manner agreed upon;
- (d) shall keep the Purchaser well and sufficiently saved, harmless and indemnified of from and against any encumbrance created by the Vendors in respect of the said Office Unit.

7.2.2 The Vendors hereby further covenant with the Purchaser that they have received the Agreed Consideration mentioned in **Schedule-F** and acknowledge the receipt thereof in the Memo of Consideration hereunder.

7.2.3 The Vendors hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the mutual easements and restrictions mentioned in this Deed including in **Schedule-D** and with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Clause 7.1, Clause 7.3** and **Schedule E**, peaceably own, hold and enjoy the said Office Unit.

7.3 **Covenants of the Purchaser:**

7.3.1 The Purchaser agrees, undertakes and covenants to:

- (a) perform, observe and comply with all the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in particular in **Clause 7.1, Clause 7.3** and **Schedule-**

E;

(b) pay wholly in respect of the said Office Unit and proportionately in respect of the Premises and the Building, the Common Expenses, Maintenance Charges, electricity charges and all levies, duties, cess, charges, surcharges, rates, taxes and out goings including, but not limited to Corporation taxes, sales tax, GST, Works Contract Tax, betterment and/or development charges under any statute, rule or regulation, etc. that may be and/or become payable at any time (including enhancements thereto and/or new imposition) in accordance with law relating to the construction, transfer, ownership and/or maintenance of the said Office Unit and/or relating to the Agreement and/or this Deed of Conveyance without raising any objection thereto, within 7 (seven) days of demand being made and the Vendors shall not be liable for the same under any circumstance;

(c) regularly and punctually pay and contribute all costs and expenses for the utilities and facilities provided and/or obtained in the said Office Unit and ensure that those to the other Units are not adversely affected by any acts or defaults of the Purchaser;

(d) 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 Building and/or the transfer, sale or disposal of any other Unit or portion of the Building. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendors may suffer in this regard;

(e) not raise any objection or make any claim against the Vendors regarding the construction and/or the completion of the Building and/or the said Office Unit or regarding the already verified calculation of Carpet Area, Built-up Area and/or the mutually agreed Super Built-up Area of the said Office Unit and/or regarding any of the matters/items mentioned in **Clause 6.7** herein before;

(f) not question the quantum or apportionment of the Common Expenses mentioned in **Part-IV** of **Schedule-E** hereto (**Common Expenses**) or the basis thereof or any other matter;

(g) not object and/or cause any inconvenience, hindrance, objection or disturbance to the user of the Common Areas (mentioned in **Schedule-C**) by the Vendors / Unit Owners/ tenants/ occupants of other Units;

(h) not claim any right over and/or in respect of the roof of the Building other than the Common Roof Area and that too only to the

extent and subject to the conditions mentioned in this Deed;

(i) not raise any objection or claim against the Vendors or create any hindrance or obstruction in relation to the rights and entitlements of the Vendors or any of them including under Clauses 7.1.3, 7.1.4, 7.1.5, 7.1.6, 7.1.7, 7.1.8, 7.1.12, 7.1.13, 7.1.14, 7.1.15, 7.1.16, 7.1.17, 7.1.18, 7.1.20, 7.1.25, 7.1.26, 7.1.27 and 7.1.30;

(j) comply with and honour the mutual easements and restrictions mentioned in **Schedule-D**;

(k) apply for mutation to the Corporation within 30 days from the date of this Deed and take all necessary steps and get the said Office Unit mutated in his name and/or separately assessed by the Corporation at his own costs within 6 (six) months thereafter and the Second Party/Promoter has already provided the Purchaser with a copy of the Completion Certificate for such purpose;

(l) pay all amounts and deposits that are payable by the Purchaser under the Agreement and this Deed of Conveyance and/or which are the liability of the Purchaser under the Agreement and this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance;

(m) pay all future betterment/development charges etc. relating to the said Office Unit and/or the Premises; and

(n) compensate any income tax liability that may become payable by the Vendors due to there being any difference between the market valuation of the said Office Unit as per the registration authorities and the Agreed Consideration/Total Price paid by the Purchaser by making payment to the Vendors the agreed compensation equivalent to such income tax liability on such difference at the highest applicable tax rate at the prevailing time and any interest and/or penalty in respect thereof and such payment shall be made by the Purchaser within 15 days of demand by the Vendors and such liability and obligation shall continue even after handing over of possession and/or execution and registration of this Deed of Conveyance.

7.3.2 The Purchaser agrees covenants and undertakes to make payment of all his dues under this Deed and to comply with and/or perform all the covenants, undertakings and obligations required to be complied with and/or performed on the part of the Purchaser in pursuance of this Deed or otherwise required by law.

7.3.3 The Purchaser has entered into the Agreement and is executing this Deed of Conveyance for purchase of the said Office Unit with full

knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project. The Purchaser agrees covenants and undertakes to comply with and carry out from time to time on and from the date of this Deed, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs. The Purchaser declares and confirms that all payments made by him under the Agreement and /or this Deed of Conveyance have been made in accordance with all applicable laws including, if the Purchaser is resident outside India, the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and has filed necessary declarations, documents, permission, approvals, etc. The Purchaser shall be solely liable in the event of any failure or non-compliance and the Vendors shall have no responsibility or liability and the Purchaser shall keep the Vendors fully indemnified and harmless in this regard.

- 7.3.4 With effect from the Date of Possession, the Purchaser shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Building, the Common Areas, the said Office Unit, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 7.3.5 The Purchaser shall pay the Corporation taxes in respect of the said Office Unit from the Date of Commencement of Liability. Other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Office Unit including Maintenance Charges, other impositions, electricity charges, outgoings and expenses etc. shall be paid by the Purchaser with effect from the Date of Commencement of Liability.
- 7.3.6 The Purchaser shall be solely responsible to maintain the said Office Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Office Unit or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Office Unit and shall keep the said Office Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter, etc. of the Building is not in any way damaged or jeopardized.
- 7.3.7 The Purchaser undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or

advertisement material, etc. on the face facade of the Building or anywhere on the exterior of the Premises, Building therein or the Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the said Office Unit or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the said Office Unit.

- 7.3.8 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Second Party/Promoter and thereafter the Association and/or Maintenance Agency. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 7.3.9 The Purchaser agrees, covenants and undertakes to observe and comply with the covenants and/or house rules mentioned in **Schedule E** and shall be liable and responsible for all losses and damages arising in case of default, violation and/or breach of any of them. The Purchaser hereby undertakes that he shall comply with and carry out from time to time after he has taken over possession of the said Office Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority at his own costs and expenses.
- 7.3.10 The Agreed Consideration/Total Price has been mutually arrived at after calculating and passing on the full benefit of input tax credit required to be passed on to the Purchaser by way of commensurate reduction in prices as per the Goods and Services Tax (GST) laws for the transaction under this Deed and accordingly no further benefit/credit whatsoever shall accrue or be payable to the Purchaser in future on account of such credit or GST and the Purchaser agrees, undertakes and covenants not to make any such claim or demand whatsoever and hereby discharges the Vendors fully regarding the same.

7.4 **Completion of Construction and Possession:**

- 7.4.1 The Completion Certificate has been issued by the Corporation and the Vendors have on or before the execution of this Deed handed over to the Purchaser, physical possession of the said Office Unit. The Purchaser has taken possession of the said Office Unit after inspection and fully satisfying himself in all respects including the Plans sanctioned by the Corporation, the actual construction of the Building, the Common Areas and the said Office Unit made by the Second

Party/Promoter (including the quality and specifications thereof, the Carpet Area, the Built-Up Area and the Super Built Up area of the said Office Unit, the workmanship, specifications, quality of materials used and the structural stability of the Building) and confirms that the Vendors have complied with all their obligations including those under the Act and that the Purchaser has no claim of whatsoever nature against the Vendors or any of them on any account whatsoever. The Purchaser agrees, undertakes and covenants not to make any claim or raise any dispute whatsoever against the Vendors or any of them under any circumstances whatsoever.

- 7.4.2 On and from the date of this Deed, the Purchaser is responsible for the internal security of the said Office Unit and all articles, things, materials, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The Vendors shall not have any responsibility or liability whatsoever in this regard. The Purchaser may at his own costs employ or engage additional security guards exclusively for the said Office Space in addition to the common security for the Building. However, such additional security guards shall be stationed either inside the said Office Space or at the entrance of the said Office Space only.

Schedule-A
(Documents of Title)

1. Indenture dated 4th March, 1961 registered at the office of the Registrar of Assurances, Kolkata in Book No. I, Volume No. 30, Pages 163 to 172, Being No. 1013 for the year 1961.
2. Indenture dated 20th October, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 17, Being No. 11833 for the year 2006.
3. Indenture dated 20th October, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 15, Being No. 11832 for the year 2006.
4. Indenture of Conveyance dated 2nd November, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 17, Being No. 02463 for the year 2007.
5. Indenture of Conveyance dated 4th November, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 29, Being No. 02464 for the year 2007.

6. Indenture of Conveyance dated 28th October, 2006 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 10 to 16, Being No. 01379 for the year 2007.

7. Indenture of Conveyance dated 9th July, 2008 registered at the office of the Additional Registrar of Assurances - II, Kolkata in Book No. I, Volume No. 1, Pages 1 to 22, Being No. 06894 for the year 2008.

Schedule-B

(said Land/Premises)

ALL THAT the piece or parcel of revenue free land containing by estimation an area of 1 bigha 10 cottahs as per documents and on physical survey found to contain 1 bigha 10 cottahs 4 chittacks 23.2 square feet be the same a little more or less together with structures standing thereon and situate lying at and being Municipal Premises No. 43, Rafi Ahmed Kidwai Road (formerly Premises No. 43, Wellesley Street), Police Station Park Street, Kolkata- 700 016, within Ward No. 63 of the Kolkata Municipal Corporation and butted and bounded in the following manner:

On the North	: Partly by Premises No. 42, Wellesley Street (now Rafi Ahmed Kidwai Road) and partly by No. 3, Royd Street, Kolkata;
On the South	: By Premises No. 44, Rafi Ahmed Kidwai Road;
On the West	: By Premises No. 6, Royd Street, Kolkata; and
On the East	: By Rafi Ahmed Kidwai Road.

OR HOWSOEVER OTHERWISE the same may be butted bounded called known numbered described or distinguished.

Schedule -C

(Common Areas)

SECTION A : (Common Areas and installations in respect whereof only right of user in common shall be granted)

1. High Speed Internet facility with sufficient bandwidth
2. Air-Conditioned Grand Entrance lobby
3. After work sit-out/Relaxing Zone on the Terrace
4. Modern Fire Fighting system
5. 3 High speed Automatic Elevators
6. VRV AC facility with outdoor units against payment of additional

charges/consideration

7. 24 Hrs 100% DG Back up against payment of additional charges/consideration
8. 24X7 manned premises with CCTV Surveillance
9. Beautifully landscaped drop off and open areas
10. Lobbies, common passages and staircases of the Building and common paths in the Premises.
11. Lifts, lift machinery and lift pits.
12. Common drains, sewers and pipes.
13. Common water reservoirs, water tanks and water pipes (save those inside any Unit) appurtenant to the Building.
14. Wires and accessories for lighting of Common Areas of the Building.
15. Pumps and motors.
16. Common Roof Area.
17. Solar Panels on the Roof as per KMC norms

SECTION – B (Common installations for which proportionate additional separate costs are to be paid by the Purchaser)

- a) Electrical installations relating to meter, transformer and sub-station for receiving Electricity from CESC.
- b) Common Power Generator for common lights, lift(s), pump(s) and other common Facilities and for providing stand-by power for lobby, common light(s), lift(s), pump(s) and other common services as also for the said Office Unit.
- c) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by **Section A** hereinabove.

Notwithstanding anything contained elsewhere herein and/or in the Agreement, the contents of this Schedule and the rights in respect of the Common Areas are subject to the reservations and/or the rights of the Vendors under the Agreement and this Deed.

Schedule-D

(Easements & Restrictions)

The Purchaser and/or the Unit Owners (including the Vendors) shall be entitled to and also bound by the following easements and/or conditions:

1. The right of ingress to and egress from their respective Units over the Common Areas mentioned in **Schedule-C**.
2. The right of passage of wires, cables, pipes and drains and other equipment and utilities including connections for water, electricity, telephone, cable- TV, etc. to and through each and every portion of the Premises including all the Units therein.
3. The right of support, shelter and protection of each portion of the Building by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of Units in the Building or necessary for the use or enjoyment thereof by the Unit Owners in common with each other subject however to the terms, conditions and covenants mentioned in this Deed including in particular in **Schedule-E** hereto.
5. The right of the Unit Owners, with or without workmen, and necessary materials to enter into all parts of the Premises, including all the Units therein for repairs at daytime upon giving 48 (forty-eight) hours prior notice to the persons affected thereby provided however that no prior notice or timing shall be necessary in emergent circumstances.

Schedule-E

(Purchaser's Covenants)

Part-I

(Specific Covenants)

1. **The Purchaser agrees undertakes and covenants to:**
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency from time to time;
 - b) permit the Maintenance Agency and its men, agents and workmen to enter into the said Office Space or any part thereof for causing necessary repairs and maintenance or to set right any defect for the Common Purposes or the Project with prior reasonable notice except in case of emergency/urgency;

- c) deposit the amounts for various purposes as required by the Second Party/Promoter and/or the Maintenance Agency;
- d) use and occupy the said Office Space only for office use and shall not be entitled to and shall not kill, slaughter or otherwise harm or injure animals, livestock or birds etc. within the Building and/or the Premises or on any portion thereof;
- e) use the Common Areas without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
- f) be responsible for the maintenance of the said Office Unit and to immediately replace and/or repair any damage which may occur to the same at his/its own cost;
- g) keep the said Office Space and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units and parts of the Building;
- h) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Office Space or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise and also not to make any form of alteration to the external façade of the Building;
- i) maintain and/or remain responsible for the structural stability of the said Office Space and not to do anything which has the effect of affecting the structural stability of the Building and in case of any deviation, breach, violation or default of this sub-clause the Purchaser undertakes to pay to the Second Party/Promoter agreed compensation and/or agreed liquidated damages at the rate of Rs. 500/- per square feet of the super built up area of the said Office Unit together with applicable Goods and Services Tax besides remedying/rectifying such deviation, breach, violation or default at its own costs within 15 days from being called upon to do so by the Second Party/Promoter;
- j) use and enjoy the Common Areas only to the extent required for ingress to and egress from the said Office Space of men, materials and utilities;
- k) sign and deliver to the Second Party/Promoter all papers, applications and documents for obtaining separate electric meter or electricity connection for and in respect of the said Office Space from the CESC Limited in the name of the Purchaser and until the same be obtained, the Second

Party/Promoter shall provide or cause to be provided reasonable quantum of electricity from its own sources and install at the cost of the Purchaser an electric sub-meter in or for the said Office Space and the Purchaser shall pay all charges for electricity shown by such sub-meter as consumed in or relating to the said Office Space;

- l) be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the said Office Space only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Second Party/Promoter or to other Unit Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Building, the Premises and outside walls of the Building save in the manner indicated by the Second Party/Promoter/Association (upon formation);
- m) bear and pay the Common Expenses and all other costs, expenses and outgoings in respect of the Premises proportionately and the said Office Unit wholly and the same shall initially be payable to the Maintenance Agency;
- n) pay Corporation and all other rates, taxes, levies, duties, charges, impositions, outgoings and expenses in respect of the Building and the Premises proportionately and the said Office Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Office Unit until the same is assessed separately by the Corporation;
- o) pay for other utilities consumed in or relating to the said Office Unit;
- p) allow the other Unit Owners the right to easements and/or quasi-easements;
- q) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Corporation Taxes and other taxes and payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- r) make payment of applicable Goods and Services Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Second Party/Promoter, the Maintenance Agency and/or Association in terms of the Agreement and/or this Deed of Conveyance as also to pay all others taxes payable by the Purchaser in terms of the Agreement and/or this Deed of Conveyance;
- s) observe and comply with such other covenants as be deemed reasonable by the Second Party/Promoter for the Common Purposes;

- t) pay the electricity charges at the applicable commercial rates, notwithstanding anything to the contrary contained elsewhere;
 - u) pay the Property Taxes to the Corporation along with commercial surcharge, notwithstanding anything to the contrary contained elsewhere;
 - v) make payment of any other rates, taxes, cess, levies, etc. that may be chargeable at a higher /differential rate on commercial portions, notwithstanding anything to the contrary contained elsewhere; and
 - w) use the Car Parking Spaces for parking of cars without making any construction over the same and to ensure that each Car Parking Space is used for parking only and not for any other purpose such as to store articles, goods and materials.
2. the Purchaser has agreed and covenanted:
- a) not to damage, demolish or cause to be damaged or demolished the said Office Space or any part thereof;
 - b) not to store any heavy article inside the said Office Unit that may cause damage to the flooring in any manner;
 - c) not to do anything that may affect the structural strength of the beams, columns, partition walls or any portion of the Building and not to make changes of a permanent nature except with the prior approval in writing of the Maintenance Agency and with the sanction of the authorities concerned;
 - d) not to do any addition, alteration, structural changes, construction or demolition in the said Office Unit without prior written permission/sanction from the Corporation and other concerned authorities subject to the condition that the same is not restricted under any other provision of the Agreement and/or this Deed;
 - e) not to make any form of alteration in or cut or damage the beams and columns passing through the said Office Space or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
 - f) not to put or install any letter box, neon-sign or board, any other signage, notice or advertisement in the Common Areas or on the outside walls/facade of the Building. Provided However that a decent sign board on the outface of the main door of the said Office Space may be put and the Second Party/Promoter may allow Unit Owners to put or install signage upon payment of additional charges and compliance with

conditions that may be decided by the Second Party/Promoter;

- g) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Office Space or any portion thereof and not to change the colour or design of balcony, balcony railings, window grills, and/or change the outer elevation of the said Office Space or the Building under any circumstance;
- h) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any Unit or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;
- i) not to make or permit or play any disturbing noises or loud sounds or music in the Premises or do or permit anything to be done therein which will interfere with the rights comfort or convenience of other occupiers of the Building and/or disturb them;
- j) not to use the lifts in case of fire and also not to use the lifts for the purpose of carriage or transportation of any goods, furniture, heavy articles, etc. save and except the lift specifically installed for carriage of the goods and articles, if any;
- k) not to install or use any shades, awnings, window guards or ventilators excepting such as shall have been approved by the Maintenance Agency/Association;
- l) not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation;
- m) not to alter or permit any alteration in the elevation and to decorate the exterior of the Building and outside colour scheme of the exposed/external walls or external doors and windows including grills/gates of the said Office Unit otherwise than in the manner agreed by the Second Party/Promoter in writing or in the manner as near as may be in which it was previously decorated or deviation or which in the opinion of the Second Party/Promoter may affect the elevation of the Building;
- n) not to deposit or throw or permit to be deposited or thrown any garbage, rubbish or refuse or waste in or around the staircase, lobby, landings, lift or in any other common areas or installations of the Building and the Premises and to deposit the same in such place only in the Premises and at such time and in such manner as the Maintenance Agency may direct;
- o) not to store or allow anyone to store any goods articles or things in or around the staircase, lobby, landings or other common areas or

installations of the Building;

- p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building;
- q) not to make any claim of any nature whatsoever in respect of the Premises other than the said Office Unit hereby transferred and the common enjoyment of the Common Areas in respect of the same;
- r) not to claim any right over and/or in respect of any terrace or roof (other than the use of the Common Roof Area only) of the Building or any open land at the Premises or in any other open or covered areas of the Building and the Premises reserved or intended to be reserved by the Vendors for their own exclusive use and enjoyment and not meant to be a common area or portion and notwithstanding any inconvenience to be suffered by him and not to obstruct any development or further development or additional vertical / horizontal or other constructions which may be made by the Second Party/Promoter thereat or on any part thereof;
- s) not to store in the said Office Unit or any part of the Premises any hazardous, combustible, inflammable, injurious or obnoxious article likely to injure, damage or prejudicially affect or expose the Premises or any part thereof and/or the Premises and/or any neighbouring property to any risk of fire or any accident;
- t) not to object to or hinder sanction of further/additional vertical/horizontal or other constructions or to the resultant variation in the said Undivided Share and the Purchaser shall not object to the changes and/or inconvenience caused due to such construction being made by the Second Party/Promoter from time to time even after the Date of Possession;
- u) not to make or cause, directly or indirectly, any obstruction, interruption, hindrance, impediment, interference or objection in any manner and/or for any reason whatsoever, relating to or concerning the construction or completion or sale of the Building and/or the Units therein by the Second Party/Promoter at any time, whether before or after the Date of Possession and/or delivery of possession of the said Office Unit to the Purchaser, notwithstanding there being temporary inconvenience in the use and enjoyment of the said Office Unit by the Purchaser and to be responsible and liable for all losses and damages which the Second Party/Promoter may suffer in this regard due to any default by the Purchaser;
- v) not to object, obstruct or create any hindrance to the Second Party/Promoter making Additional/Further Constructions subsequently and/or granting similar rights to the owners and occupiers thereof in respect of the Common Areas;

- w) not to object, obstruct or create any hindrance to the use of the Common Areas particularly those mentioned in Schedule C by the owners and occupiers of all Units and/or other spaces of the Project as also the Additional/Further Constructions;
- x) not to shift or obstruct any windows or lights in the said Office Space or the Building and not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Office Space without the prior consent in writing of the Second Party/Promoter and/or the Association;
- y) not cover the Common Areas, fire exits and balconies/terraces (if any) of the said Office Space;
- z) not to block or occupy or encroach upon or obstruct or keep any article or goods in any pathways, passages, corridors, stairways, entrances or lobby or any of the Common Areas in any manner whatsoever;
- aa) not to park or allow anyone to park any car at any place other than the space earmarked for parking car(s) of the Purchaser, if any, mentioned in **Part II of Schedule G**;
- bb) not to sell, transfer, let out or part with possession of the said Car Parking Space, if so acquired by the Purchaser hereunder, independent of the said Office Space and to use the same only for the purpose of parking of a motor car;
- cc) not to use the said Office Unit for any purpose save and except for office use and not to use the said Office Unit for any illegal or immoral purposes or in any manner that may cause nuisance to occupiers of the other portions of the Building;
- dd) not to do any addition, alteration, structural changes, construction or demolition in the said Office Unit without prior written permission from the Corporation and other concerned authorities as also the Maintenance Agency and also subject to the condition that the same is not restricted under any other provision of the Agreement and this Deed;
- ee) not to raise or put up any kutchra or pucca constructions, grills, walls or enclosure of any kind around the said Car Parking Space or part thereof and keep it always open and not use it for dwelling or staying of any person or blocking it by putting any articles and not do anything to alter its current state;
- ff) not to make any claim of any nature whatsoever in respect of the Premises other than the said Office Unit hereby transferred and the common

enjoyment of the Common Areas;

- gg) not to inscribe, install or expose any sign, notice or advertisement on or at a window or other part of the Building and shall not project anything out of any window of the Premises;
- hh) not to keep or harbour any bird or animal in the Common Areas of the Premises;
- ii) not to make claim of any right of pre-emption or otherwise regarding any of the other Units or any portion of the Building and/or the Premises;
- jj) not to install any air-conditioner except at the spaces that may be specified by the Second Party/Promoter for installation of the split type air-conditioner and its Outdoor Unit and at no point of time to change the position or arrangement for the installation of air-conditioner without prior written consent of the Second Party/Promoter or the Association and under no circumstances to install any window type air-conditioner;
- kk) not to put any film, whether coloured, reflective or otherwise on the windows/glass, whether external or internal;
- ll) not to install any false ceiling in the said Office Space without first making provision for the fire sprinkler and fire alarm system to be appropriately installed at the costs of the Purchaser in the manner that the same are visible and operative externally and outside the false ceiling and do not adversely affect the fire safety;
- mm) not to subdivide the said Office Unit and/or the said Car Parking Space, if allotted, or any portion thereof;
- nn) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any portion of the Building and the Premises not forming part of the Common Areas;
- oo) not to attach or hang from the exterior of the Building on any side any radio or television aerial or TV /Satellite Dish Antenna;
- pp) not to install any loose, hanging or exposed wires or cables anywhere outside the said Office Unit;
- qq) not to object to the installation, erection and display of neon sign boards of the Vendors on the roof (including the Common Roof Area) of the Building at all times;
- rr) not to claim any right, title, interest or entitlement whatsoever over and/or in respect of any of the Open Terraces in the Building and the Premises

save and except the said Open Terrace, if any, mentioned in **Part I of Schedule G**;

- ss) not to carry on or permit to be carried on at the said Office Unit or any part thereof at any time any dangerous, noisy, obnoxious or offensive act or any nuisance or do any act, matter or thing which may cause annoyance or inconvenience to the other Unit Owners/occupiers of the Premises and/or the neighbourhood;
 - tt) not to use the said Office Unit in a manner that may pose a risk of damage to the environment and not to engage in any activity which could subject the Vendors to any liability under environmental laws or any other laws;
 - uu) not to interfere in any manner with the right, title, interest or entitlement of the Vendors and/or their transferees in respect of other Units;
 - vv) not to do anything that may be contrary to the terms, conditions, restrictions, stipulations and covenants contained in the Agreement and this Deed;
 - ww) not to change the Project name and its logo under any circumstances whatsoever;
 - xx) not to claim any right, title, interest, or entitlement whatsoever in the Exclusive Private Roof Area;
 - yy) not to interfere in any manner with the Exclusive Private Roof Area Rights of the Vendors (along with their guests and visitors) in respect of Exclusive Private Roof Area and/or do anything that may be contrary to Clause 7.1.3; and
 - zz) not to use the said Office Unit and/or the Common Areas for public worship and/or public religious activity or purpose and/or for gathering of people for worship or religious activity or purpose provided however that nothing herein contained shall prevent the Purchaser from conducting private worship in a portion of the said Office Unit.
3. The Purchaser agrees, undertakes and covenants not to make or cause, directly or indirectly, any objection, interruption, interference, hindrance, obstruction or impediment for any reason or in any manner whatsoever relating to the Premises or concerning the development, construction, or completion of the Premises including the Common Areas and/or any further extension, expansion, construction, addition or alteration therein from time to time and/or the transfer, sale or disposal of any Unit or any portion of the Building and/or the Premises.
 4. The Purchaser has agreed undertaken and covenanted not to question at any time the computation of the Super Built-up Area of the said Office

Unit and not to claim or demand, under any circumstances whatsoever, details or calculations of the Super Built-up Area.

5. The Purchaser shall have no connection whatsoever with the other Unit Owners and there shall be no privity of contract or any agreement or arrangement as amongst the Purchaser and the other Unit Owners (either express or implied) and the Purchaser shall be responsible to the Vendors for fulfilment of the Purchaser's obligations irrespective of non-compliance by any other Unit Owner.
6. Notwithstanding anything to the contrary contained elsewhere in this Deed, the Purchaser shall pay the Maintenance Charges in respect of the said Office Unit as also electricity charges and other costs, expenses and outgoings in respect of the said Office Unit with effect from the Date of Commencement of Liability. The Purchaser shall be liable to pay the Corporation taxes and other taxes from the Date of Commencement of Liability.
7. The stamp duty, registration fees and incidental expenses in respect of this Deed of Conveyance are being paid and borne by the Purchaser. The Goods and Services Tax payable in respect of the Agreed Consideration/Total Price mentioned in this Deed as also the other amounts and/or Deposits that have been paid and/or are payable by the Purchaser, shall be borne and paid by and be the sole liability of the Purchaser who agrees and undertakes to make payment of the same even if the same are found payable and/or demanded in future. The Purchaser hereby indemnifies the Vendors fully regarding the above.
8. The Project and the Building constructed at the Premises have been named as "**Park NX**" and the same shall always be known by the said name. The Purchaser and/or the Unit Owners and/or the Association and/or the Maintenance Agency shall not be entitled to change the said name under any circumstances whatsoever and shall not remove the signage of the Building name that has been installed at the Premises.
9. The Purchaser may deal with or dispose of or assign or alienate or transfer the said Office Unit subject to the following conditions:
 - a. The said Office Unit shall be one single indivisible unit/lot and shall not be partitioned or dismembered in parts and shall not be sold or transferred in divided or demarcated parts by the Purchaser. In case of sale of the said Office Unit in favour of more than one buyer, the same shall be done in their favour jointly and in undivided shares. The Vendors however reserve their rights to grant prior permission in writing to any Unit Owner of any Unit to partition and/or sub-divide his Unit on such terms and conditions and on payment of such Permission Charges, if any, as the Vendors may in their absolute

discretion decide from time to time. In the event of prior permission in writing being granted by the Vendors, such Unit Owner may be permitted to sell and/or transfer his Unit in separate demarcated independent parts subject to compliance with the terms and conditions and payment of Permission Charges, if any.

- b. The transfer of the said Office Unit by the Purchaser shall not be in any manner inconsistent with the Agreement and/or this Deed of Conveyance and the covenants contained in the Agreement and/or herein shall run with the land and/or transfer. The person(s) to whom the Purchaser may transfer/alienate the said Office Unit shall automatically be also bound by the same terms, conditions, covenants, stipulations, undertakings and obligations as applicable to the Purchaser by law and/or by virtue of the Agreement and/or this Deed of Conveyance.
 - c. All the dues including outstanding amounts, interest, Maintenance Charges, electricity charges, Corporation taxes and other taxes, etc. relating to the said Office Unit payable to the Vendors, the Maintenance Agency, the Association and the Corporation and other concerned persons/entities are paid by the Purchaser in full prior to the proposed transfer/alienation. Such dues, if any, shall in any event, run with such proposed transfer and the transferee shall be liable to make payment of the same.
10. The Purchaser shall not claim any partition of the said Land comprised in the Premises.
 11. The Purchaser agrees, undertakes and covenants not to make any claim of any nature whatsoever against any person who has been granted any right by the Vendors in respect of the Premises or any portion thereof nor against the Vendors with regard thereto nor shall in any manner obstruct such user and/or enjoyment.
 12. The Purchaser shall be responsible for and shall keep the Vendors and the Maintenance Agency indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the Premises or any part of the Building or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Purchaser and shall keep the Vendors and the Maintenance Agency indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Maintenance Agency as a result of any act, omission or negligence of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser's covenants and/or any of the terms herein contained.

13. In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Purchaser to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under the Agreement or this Deed of Conveyance or otherwise under law, then the Second Party/Promoter and/or the Association shall be entitled to issue a Notice to the Purchaser calling upon the Purchaser to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Purchaser does not comply with the said Notice to the satisfaction of the Second Party/Promoter and/or the Association within the above time, then the Purchaser shall be liable to pay to the Second Party/Promoter compensation and/or damages that may be quantified by the Second Party/Promoter and/or the Association in addition to the Purchaser being compelled to rectify, remedy, make good or set right the same as also withholding use of the Common Areas by the Purchaser.
14. If any act or omission of the Purchaser results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Building or any portion thereof including further constructions, additions, and/or alterations from time to time and/or in the transfer, sale or disposal of any Unit or portion of the Building, then in that event the Purchaser shall be liable to pay to the Second Party/Promoter compensation and/or damages that may be quantified by the Second Party/Promoter.
15. Besides the aforesaid rights, the Second Party/Promoter shall also be entitled to enforce any other right to which the Second Party/Promoter may be entitled to in law by reason of any default or breach on the part of the Purchaser.
16. It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Second Party/Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession and/or the date of issue of the Completion Certificate, whichever is earlier, the Second Party/Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of the Second Party/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 the Second Party/Promoter shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Building, Common Areas and/or any of the Units by the Unit Owners including the Purchaser herein and/or if there is any deviation found from the sanctioned Building Plan. It is further made clear that the structural defect, if any, must be certified by a licensed Architect that it is a defect made at the time of construction and is

not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Unit Owners and/or occupants of the Building. The decision of the Architects including regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

17. The Vendors shall compensate the Purchaser in case of any loss caused to him due to defective title of the said Land that is known to the Vendors but has not been disclosed to the Purchaser or which the Purchaser could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of the Agreement or this Deed and subject to the Purchaser having made timely payments of all amounts under the Agreement and/or this Deed and/or otherwise required under law. It is further made clear that under no circumstances shall the Vendors be liable for any defective title not created by the Vendors and/or any defect that existed prior to the purchase of the land by the Vendors and/or their predecessors-in-interest.
18. The Second Party/Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas mentioned in Schedule C as also the garages/covered parking and Car Parking Spaces for providing necessary maintenance and repair services and the Purchaser agrees to permit the Second Party/Promoter/Maintenance Agency/Association to enter into the said Office Unit or any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.
19. The Common Areas as located within the Project, shall be ear-marked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association formed for rendering maintenance services.
20. In case there are joint Purchasers, all communications shall be sent by the Vendors to the Purchaser whose name appears first and at the address given by him which shall for all intents and purposes be considered as properly served on all the Purchasers.
21. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of the Agreement as also this Deed of

Conveyance. Waiver or limitation of any right or interest and/or any consent given by any party in the GTC, Agreement and/or this Deed of Conveyance and/or any part hereof and/or in any document hereafter, shall be valid and binding.

22. The transaction contemplated herein is a single transaction of sale and purchase of the said Office Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the parties hereto that nothing herein contained shall be construed to be a “Works Contract” and it is hereby further intended and agreed by and between the parties hereto that in the event the Vendors are liable to make payment of any Sales Tax, Works Contract Tax, Goods & Services Tax or any other statutory tax, duty or levy in respect of the Agreement or this Deed of Conveyance or the transfer of the said Office Unit, the Purchaser shall be liable to and agrees to make payment of the same even after execution and registration of this Deed of Conveyance.
23. All rights and obligations of the First Parties and the Second Party/Promoter inter se shall be governed by the Development Agreement which shall override anything contained herein which is contrary to or inconsistent with such rights and obligations.

Part - II
(Maintenance)

1. The Premises, the Building and the Common Areas shall be managed and maintained by the Maintenance Agency.
2. The Purchaser shall accept the rules and regulations made by the Maintenance Agency (**Rules**) and shall diligently observe, perform and comply with the same.
3. The Maintenance Agency shall function at the costs of the Unit Owners and will work on the basis of advance payments and/or reimbursements of all costs and outgoings for Common Purposes, including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs painting replacements and renovations and for unforeseen eventualities.
4. The Maintenance Agency shall collect and pay all rates, taxes and outgoings, including for insurance of the Building and the Premises, which are not separately charged or assessed or levied on the Unit Owners.
5. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation),

within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules for delayed payments at the relevant time (which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum), for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be and there shall be restriction on sale, transfer, lease or tenancy of the said Office Unit till the dues are fully paid as also damages suffered or costs incurred, if any, due to delay in making payment or for realization. The liability to pay interest shall be without prejudice to the right of the Maintenance Agency under Clause 8 below.

6. Apportionment of any liability of the Purchaser in respect of any item of expenses, taxes, dues, levies or outgoings payable by the Purchaser pursuant to the Agreement or this Deed or otherwise shall be Proportionate.
7. The Maintenance Charges payable by the Purchaser with effect from the Date of Commencement of Liability, shall be payable on a monthly basis on the basis of the bills to be raised by Maintenance Agency/Association (upon formation), such bills being conclusive proof of the liability of the Purchaser in respect thereof. The Maintenance Charges shall be decided by the Second Party/Promoter from time to time subject to a minimum of Rs. 8/- per square feet of super built-up area per month for the said Office Unit together with applicable Goods and Services Tax. The Maintenance Agency shall be entitled to revise and increase the Maintenance Charges from time to time and the Purchaser shall not be entitled to object thereto.
8. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by Maintenance Agency/Association (upon formation), within the prescribed due date, failing which the Purchaser shall pay interest at the same rate prescribed in the Rules for delayed payments at the relevant time (which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum), for the period of delay, computed from the date the payment became due till the date of payment, to the Maintenance Agency/Association (upon formation), as the case may be. The Purchaser also admits and accepts that apart from the above, the Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser and/or the said Office Unit including water supply, electricity, user of lift etc., in case of default in timely payment of the Maintenance Charges, Electricity Charges, Corporation taxes, Common Expenses and/or other payments by the Purchaser after giving 15 (fifteen) days notice in writing.
9. The Purchaser shall co-operate with the other Unit Owners, and the Maintenance Agency in the management and maintenance of the Premises

and shall observe and comply with such covenants as be deemed reasonable by the Maintenance Agency for the Common Purposes.

10. All rights and entitlements of the Maintenance Agency shall be the rights and entitlements of the Second Party/Promoter until the Association is formed and starts functioning effectively and till that time the Second Party/Promoter shall maintain the Building and collect all funds, deposits, charges and expenses including the Maintenance Charges, Common Expenses, Deposits/Advances for Sinking Fund, Deposits/Advances for Maintenance Charges and Deposits/Advances for Corporation taxes.

Part - III
(Association)

1. The Second Party/Promoter, shall take steps for formation of the Association for the maintenance and management of the Common Areas described in **Schedule-C**, the Building, the Mechanical Car Parking System and other areas at the Premises. Any association, company, syndicate, committee, body or society formed by any of the Unit Owners without the participation of the Second Party/Promoter shall not be entitled to be recognized by the Second Party/Promoter and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such making over, the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. After handing over of the maintenance of the Premises to the Association, the Second Party/Promoter shall transfer and make over the Deposits, if any, that may have been made by the Unit Owners to the Association after adjusting its dues, if any.
2. All the Unit Owners including the Purchaser herein shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulations, restrictions and bye- laws as be framed and/or made applicable by the Second Party/Promoter.
3. All papers and documents relating to the formation of the Association shall be got prepared and finalised by the Second Party/Promoter and the Purchaser hereby consents to accept and sign the same and to assist the Second Party/Promoter in all respects in formation of the Association.
4. The employees of the Maintenance Agency for the Common Purposes such as watchmen, security staff, caretaker, liftmen, sweepers etc. shall be employed and/or absorbed in the employment of the Association with continuity of service on the same terms and conditions of employment subsisting with the Maintenance Agency and the Purchaser hereby

consents to the same and shall not be entitled to raise any objection thereto. After handing over of maintenance to the Association, all subsequent employment shall be done by the Association.

5. The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect and any contrary rules, regulations and/or amendments of the Association shall be void ab initio.
6. All costs, charges and expenses relating to the formation and functioning of the Association shall be borne and paid by all Unit Owners of the Building including the Purchaser herein.
7. The Purchaser shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all costs and expenses relating to the Mechanical Car Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc..) proportionately irrespective of whether the Purchaser has facility of parking thereat as also such costs and expenses may be charged from the Purchaser as part of the Maintenance Charges or proportionate Common Expenses or separately as the Maintenance Agency may deem fit and proper.
8. The maintenance charges and proportionate Common Expenses shall be paid by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use any or all of the Common Areas and also irrespective of whether or not the Purchaser is granted facility of parking any number of cars in the Mechanical Car Parking System by the Second Party/Promoter and any non-user or non-requirement in respect of any Common Areas or parking facility (if so granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Purchaser in respect of the said proportionate common expenses and/or maintenance charge. Any use of the Mechanical Car Parking System by the Unit Owners including the Purchaser shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and the Second Party/Promoter and the Maintenance Agency shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Car Parking System to which the Purchaser hereby consents and agrees to keep the Vendors fully indemnified in respect thereof.
9. Notwithstanding anything to the contrary contained elsewhere herein, the Purchaser and all Unit Owners shall bear and contribute/ pay all proportionate costs, charges and expenses for formation, including professional charges, and the functioning and upkeep of the Association,

as determined by the Association, without any demur or delay.

10. Any association of whatsoever nature or nomenclature formed by any of the Unit Owners without the participation of all Unit Owners shall not be entitled to be recognised by the Vendors and shall not have any right to represent the Unit Owners or to raise any issue relating to the Building or the Premises.
11. The Association, when formed, shall be owned and controlled by the Unit Owners proportionately and all its decisions shall be by majority of votes according to proportionate interest, and not number of members. The Unit Owners (including the Purchaser) may amend and/or modify the rules and regulations of the Association by three-fourths majority subject to the condition that no amendment or modification shall be valid if it is contrary to or in violation of any of the terms and conditions contained in the several Deeds of Conveyance executed/to be executed by the Vendors in favour of the Unit Owners.
12. The certified copies of title deeds relating exclusively to the Premises that are available with the Vendors along with related documents and certified copy of Plans of the Building shall be handed over by the Vendors to the Association within 3 (three) months of handing over of maintenance of the Building to the Association.
13. After the maintenance of the Building is made over to the Association, the Association may either manage the maintenance of the Building on its own or through any other third party or agency who shall carry out its duties in accordance with the terms and conditions contained in the several Deeds of Conveyance executed by the Vendors in favour of the Unit Owners.
14. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Areas/ Purposes.
15. From the date of offering the handing over of maintenance to the Association, the Vendors shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operations including relating to fire fighting equipment and fire safety measures, lift operations, generator operations, electrical equipment, Mechanical Car Parking System, meters and connection, etc. and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Unit Owners including the Purchaser and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions

and licenses. The Unit Owners including the Purchaser and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license etc. and the Vendors shall sign necessary papers upon being requested by them in writing. In case of any default or negligence and/or in the event of any accident taking place subsequent to the date of offering the handing over of maintenance, the Vendors and/or their directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstance.

Part - IV
(Common Expenses)

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and security deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** After handing over of possession all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas of the Premises, including Mechanical Car Parking System, lifts, generator, changeover switches, CCTV, if any, EPABX if any, pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas of the Premises.
7. **Rates and Taxes:** Corporation Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Building and/or the Premises save those separately assessed on the Purchaser.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

9. **Mechanical Car Parking System:** All fees, costs, charges, taxes and expenses for managing, maintaining and up-keeping the Mechanical Car Parking System including periodic maintenance, repair, replacement, renovation, overhaul, insurance, deployment of personnel and agency for its operation and other purposes, security, protection, depreciation, etc. Valets for Mechanical Car Parking System.
10. **Glass Façade:** Costs, charges and expenses for Glass Façade Cleaning including purchase of necessary equipment, maintenance, etc.
11. **Electric Car Charging Station:** Costs, charges and expenses for operations and maintenance including bill for electricity consumed.
12. **Management Fees**
13. **General & Out Pocket Expenses:** All other expenses and/or outgoings including litigation expenses, if any, as may be incurred by the Maintenance Agency/ Association for the Common Purposes.

Part – V

(Mutation, taxes and impositions)

1. The Purchaser shall apply for within 30 days from the date of execution of this Deed and obtain within six months thereafter, mutation, separation and/or apportionment of the said Office Unit in his own name without in any way making or keeping the Vendors liable and/or responsible in this regard on any account whatsoever. The Vendors shall co-operate with the Purchaser in this regard and shall sign necessary papers including no objection, consent etc., if and when required in the manner agreed upon.
2. The Second Party/Promoter may appoint a consultant for mutation of the Units in the names of the Unit Owners. In case of such appointment the Purchaser shall be bound to get the said Office Unit mutated through such consultant and to pay his charges.
3. In case of default, the Vendors or the Maintenance Agency, as the case may be, will be entitled to get the said Office Unit mutated and apportioned in the name of the Purchaser and in such an event be further entitled to recover all costs, charges and expenses, including professional fees therefor from the Purchaser. All such amounts shall be paid and/or be payable by the Purchaser within 30 (thirty) days of being called upon to do so. In the event of failure to do so, the Purchaser shall be liable to pay interest on the unpaid amount at the rate of 2 (two) per cent per month.
4. Until such time as the said Office Unit be separately assessed and/or

mutated, all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (**Impositions**) shall be proportionately borne by the Purchaser.

5. Besides the amount of the Impositions, the Purchaser shall also be liable to pay the penalty, interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (**Penalties**), proportionately or wholly, as the case maybe.
6. The liability of payment by the Purchaser of Impositions and Penalties in respect of the said Office Unit would accrue with effect from the Date of Commencement of Liability.
7. The Maintenance Agency shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Purchaser thereof from the Purchaser.

Schedule-F

[Agreed Consideration]

Agreed Consideration/Total Price for the transfer of the said Office Unit as defined in this Deed (excluding GST, Cess and other taxes).	Rs.	/-
(Rupees	only)	

Schedule-G

Part-I

“Said Office Space”

ALL THAT the Office Space No. _____ having Super Built- Up Area of _____ square feet more or less with the corresponding Built-Up Area thereof being _____ square feet and the carpet area being _____ square feet more or less on _____ Floor of the Building named “Park NX” constructed at Municipal Premises No. 43, Rafi Ahmed Kidwai Road (formerly Premises No. 43, Wellesley Street), Police Station Park Street, Kolkata- 700 016, within Ward No. 63 of the Kolkata Municipal Corporation and delineated on the Plan annexed hereto and bordered in **GREEN** colour thereon.

Together with an Open Terrace of about _____ square feet on the _____ floor appurtenant and/or attached to the said Office Space and delineated in **GREEN**

colour on the plan annexed hereto.

PART-II

“Said Car Parking Space”

ALL THAT the right to park medium sized car in:

- (i) _____ the open parking on the ground floor;
- (ii) _____ open Mechanical Car Parking System on the ground floor;
- (iii) _____ covered Mechanical Car Parking System on the ground floor;
- (iv) _____ in basement of the Building;
- (v) _____ in the Mechanical Car Parking System/pit parking on the basement.

The said Car Parking Space is delineated in **BLUE** borders in the Car Parking Plan annexed hereto.

8. **Execution and Delivery:**

In Witness Whereof the parties have executed these presents on the day, month and year first above written.

Executed and Delivered by the within-named First Parties at Kolkata in the presence of :

Executed and Delivered by the within-named Second Party / Promoter at Kolkata in the presence of :

Executed and Delivered by the
within-named Purchaser at Kolkata
in the presence of :

Drafted by:

R. Ginodia & Co., LLP Advocates
Ground Floor, 6, Church Lane,
Kolkata-700 001.

Memo of Consideration

RECEIVED of and from the within-named Purchaser the within-mentioned sum of **Rs.** _____/- (Rupees _____ only) being the Agreed Consideration for sale of the said Office Unit under these presents.

Witnesses:

DATED THIS DAY OF 2023
=====

BETWEEN

LOTUS ENCLAVE PRIVATE LIMITED &
ORS.
... FIRST PARTIES

AND

GINNI REALTY PROJECTS PRIVATE
LIMITED
... SECOND PARTY/PROMOTER

AND

... PURCHASER

CONVEYANCE

Office Space no. _____
_____ Floor

R. Ginodia & Co. LLP
Advocates
Ground Floor, 6, Church Lane,
Kolkata – 700 001