

**DRAFT**

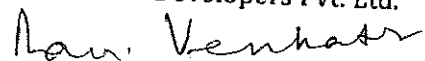
**DEED OF CONVEYANCE**

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

**By and Between**

(1) **ANTRAY DEVELOPERS LLP** (LLPIN: AAE-1481 and PAN: ABCFA7156N), (2) **BANGBHUMI AGENCY LLP** (having LLPIN: AAZ-3951 and PAN: AAYFB7033L) (converted from Bangbhumi Agency Private Limited), (3) **BLUEMOTION TRADING LLP** (having LLPIN: AAZ-4130 and PAN: AAYFB7036R) (converted from Bluemotion Trading Private Limited), (4) **FASTSPEED TIE-UP LLP** (having LLPIN: AAZ-3957 and PAN: AAIFF0822B) (converted from Fastspeed Tie-Up Private Limited), (5) **GOODPOINT PROJECTS LLP** (having LLPIN: AAZ-3959 and PAN: AAXG4338E) (converted from Goodpoint Projects Private Limited), (6) **HEMANG DISTRIBUTORS LLP** (having LLPIN: AAZ-3962 and PAN: AAOFH4467L) (converted from Hemang Distributors Private Limited), (7) **KALYANKARI REALTORS LLP** (having LLPIN: AAZ-3964 and PAN: AAYFK1322R) (converted from Kalyankari Realtors Private Limited), (8) **KARNI INFRA PROPERTIES LLP** (having LLPIN: AAZ-4521 and PAN: AAYFK1320P) (converted from Karni Infra Properties Private Limited), (9) **KOTIRATAN MERCANTILE LLP** (having LLPIN: AAZ-3968 and PAN: AAYFK1321N) (converted from Kotiratan Mercantile Private Limited), (10) **OVERSURE TRADELINKS LLP** (having LLPIN: AAZ-3971 and PAN: AAHFO7087J) (converted from Oversure Tradelinks Private Limited), (11) **PANCHSHREE DEALER LLP** (having LLPIN: AAZ-4131 and PAN: ABBFP1790L) (converted from Panchshree Dealer Private Limited), (12) **ROSCO VINIMAY LLP** (having LLPIN: AAZ-7300 and PAN: ABEFR1862L) (converted from Rosco Vinimay Private Limited), (13) **RUDRAMALA EXPORTS LLP** (having LLPIN: AAZ-3972 and PAN: ABEFR0952R) (converted from Rudramala Exports Private Limited), (14) **TOPFLOW COMMODITIES LLP** (having LLPIN: AAZ-3973 and PAN: AASFT3487E) (converted from Topflow Commodities Private Limited), AND (15) **VIEWMORE TRADELINK LLP** (having LLPIN: AAZ-3987 and PAN: AAUFV8514E) (converted from Viewmore Tradelink Private Limited), No. 1 to 15 all being Limited Liability Partnerships incorporated under the Limited Liability Partnership Act, 2008) and No. 1 to 15 all having their Registered Offices at 304, Chandan Niketan, 52A, Shakespeare Sarani, Kolkata-700017, Post Office-Circus Avenue, Police Station-Beniapukur; (16) **FOREMOST COMMOTRADE PRIVATE LIMITED** (CIN: U51909WB2012PTC182947 and PAN: AABCF9982A), (17) **TOUCHWIN SUPPLIERS PRIVATE LIMITED** (CIN: U51909WB2012PTC182961 and PAN: AAECT3009M), (18) **FLOWTOP DEALERS PRIVATE LIMITED** (CIN: U51909WB2012PTC182946 and PAN: AABCF9983B), (19) **LOOKLINE VANIJYA PRIVATE LIMITED** (CIN: U51909WB2012PTC182953 and PAN: AACCL2938B), (20) **JAGMATA VANIJYA PRIVATE LIMITED** (CIN: U51909WB2012PTC171858 and PAN: AACJ7629R), (21) **KAMALDHAN SALES PRIVATE LIMITED** (CIN: U51909WB2012PTC173341 and PAN: AAECK6361R), (22) **NITYADHARA TRADELINK PRIVATE LIMITED** (CIN: U51909WB2012PTC171801 and PAN: AADCN8808M), (23) **SHIVKRIPA VANIJYA PRIVATE LIMITED** (CIN: U51909WB2012PTC171660 and PAN: AAQCS9839L), (24) **SWARANSATHI IMPEX PRIVATE LIMITED** (CIN: U51909WB2012PTC172566 and PAN: AAQCS9724A), (25) **SUBHVANI SALES PRIVATE LIMITED** (CIN: U51909WB2012PTC171735 and PAN: AAQCS9723H), (26) **MANGALSHIV MERCHANDISE PRIVATE LIMITED** (CIN: U51909WB2012PTC171797 and PAN: AAHCM7039D), (27) **GANESHVANI BARTER PRIVATE LIMITED** (CIN: U51909WB2012PTC171725 and PAN: AAECG5801C), (28) **NISHDIN COMMERCE PRIVATE LIMITED** (CIN: U51909WB2012PTC171799 and PAN: AADCN8841L), (29) **MAHAMANI EXPORTS PRIVATE LIMITED** (CIN: U51909WB2012PTC172565 and PAN: AAHCM7116M), (30) **ARROWLINE CONCLAVE PRIVATE LIMITED** (CIN: U70102WB2013PTC192663 and PAN: AALCA6048G), Nos. 16 to 30 all being Companies incorporated under the Companies Act, 1956, and all having its Registered Office at 3/1, Dr. U.N. Brahmachari Street, Kolkata-700017, Post Office-Circus Avenue, Police Station-Shakespeare Sarani;

Sureka Isha Zion Developers Pvt. Ltd.



Authorised Signatory

all the named at (1) to (30) above represented by their Constituted Attorney \_\_\_\_\_; hereinafter referred to as the "Owners/" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors or successors-in-interest and assigns)

AND

**SUREKA ISHA ZION DEVELOPERS PRIVATE LIMITED** (CIN: U45400WB2013PTC199191 and PAN: AAUCS0232R), a Company incorporated under the Companies Act, 1956 having its Registered Office at 3/1, Dr. U. N. Brahmachari Street, Kolkata-700017, Post Office-Circus Avenue, Police Station-Shakespeare Sarani; represented by its Authorized Representative Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) authorized vide resolution dated \_\_\_\_\_; hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

AND

**[If the Allottee is a company]**

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

[OR]

**[If the Allottee is a partnership]**

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

[OR]

**[If the Allottee is an Individual]**

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

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

[OR]

**[If the Allottee is a HUF]**

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about for self and as the Karta of the Hindu Joint Mitakshara

Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_),

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

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

**AND**

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

**WHEREAS:**

- A. The Owners are the lawful and absolute owners of **ALL THAT** the piece and parcel of land recorded as admeasuring 8.530495 acres be a little more or less comprised in various Plots (Dag) in Mouza Baikunthapur, J.L. No. 36 under Police Station Baruipur, within Hariharpur Gram Panchayat, Post Office Gobindapur, Pin Code – 700145 in the District of South 24 Parganas ("**Larger Land**") by virtue of the various Deeds of Conveyance as detailed in the Chain of Title in **the Schedule B hereunder**. Out of the Larger Land, the Owners and the Developer intend to develop an integrated housing project namely **Sunrise Aura** on a portion of the Larger Land admeasuring 8.047359 acres or 804.7359 Decimals (Sataks) ("**Said Land**") as per the details described in Schedule 'A' ("Said Land").
- B. By two several Development Agreements both dated 12<sup>th</sup> April, 2022 entered into by and between the Owners and the Promoter both of which have been registered in the Office of the Additional Registrar of Assurances- IV, Kolkata and recorded in Book I Volume Nos.1904-2022 Pages from 506420 to 506550 Being No. 190406601 for the year 2022 and in Book I Volume Nos.1904-2022 Pages from 506551 to 506676 Being No. 190406602 for the year 2022 ("**Development Agreements**") the Owners agreed to permit the Developer to develop the Said Land inter alia on the terms and conditions morefully contained therein
- C. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said entire project are known as **Sunrise Aura** ("**Whole Complex**") of which the first phase comprises of 4 (four) multistoried apartment buildings numbered Tower 3, Tower 4, Tower 5 & Tower 8 all lying on demarcated portions of the Said Land and as described in Schedule A hereto ("**Project**"). The sanctioned building plans also contain sanction for several other buildings at other portions of the Said Land and new or modified plans are likely to be sanctioned for modifications to the same and/or additional buildings. The Promoter may in future and from time to time decide whether to develop further or other buildings in one or more phases at said Land ("**Future Phases**"). (Phases in the project morefully described in Schedule 'I'). If the Promoter decides to develop further buildings in one or more phases and in such event there shall, to the extent of such development, be sharing of certain common amenities and facilities between the Project and the Future Phases. If the Promoter decides not to develop any part of the Future Phases, then the Promoter shall be entitled to demarcate the connected land and exclude the same from the Whole Complex and the Land Owners and Promoter shall own, hold, enjoy and/or deal with or transfer the same in such manner as they may deem fit and proper.
- D. The Owners and Promoter are fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Owners and the Promoter regarding the said Land on a portion of which the Project is to be constructed have been completed.
- E. Notice of commencement under the Municipal Rules was submitted vide letter dated 19<sup>th</sup> January 2022 by Architect of the Project intimating the date of commencement as 2<sup>nd</sup> February 2022

- F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Whole Complex including the Project and also the apartment Baruipur Panchayet Samity vide Permission No. 19 dated 08.03.2021. The Promoter agrees and undertakes that it shall not make any changes to the approved plans to the extent relating to the Project except in strict compliance with section 14 of the Act and other laws as applicable
- G. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the 'said Act') and the West Bengal Real Estate (Regulation and Development), Rules, 2021 (hereinafter referred to as the 'said Rules') and the said Project has been assigned the Registration No. \_\_\_\_\_.
- H. The Purchaser had applied for an apartment in the Project vide application dated ..... and has been allotted apartment no ..... having Built Up Area of ..... Square feet and **Carpet Area of ..... Square feet**, Type ....., on ..... floor in Tower ..... ("**Building**") along with pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "**Designated Apartment**" more particularly described in Schedule 'C' and the floor plan of the Designated apartment is annexed hereto and marked as Schedule 'D').
- I. Pursuant to such allotment the Parties entered into an agreement for sale recording the terms and conditions governing the sale of the said Designated Apartment by the Owners and the Promoter unto and in favour of the Purchaser(s). The said agreement has been registered with the \_\_\_\_\_ and recorded in Book No. I, Volume No. \_\_\_\_\_ at pages \_\_\_\_\_ to \_\_\_\_\_ and numbered as Deed No. \_\_\_\_\_ of 20\_\_\_\_\_.
- J. The Purchasers have: -
- i) Fully satisfied himself/herself/ itself as to the title of the Owners and the right of the Developer in respect of the said land.
  - ii) Inspected the said Development Agreements entered into between the and the Developer.
  - iii) Inspected the plan sanctioned by the authorities concerned in respect of the Block/Tower No. \_\_\_\_\_ constructed by the Developer and agreed not to raise any objection with regard thereto.
  - iv) Verified the location and site of the Designated Apartment including the egress and ingress hereof, specifications of the Designated Apartment and of the project and also the area of the Designated Apartment and agreed not to dispute the same.
  - v) Confirmed that the right of the Purchasers shall remain restricted to the said Designated Apartment.
  - vi) Confirmed that the shall be entitled to change and/or alter and/or modify the said Plan including change of use of any part or portion of the various blocks and/or buildings to be constructed erected and completed on the said land and in that event the Purchasers shall have no objection to the application of common facilities to various extensions of the Project.
  - vii) Satisfied himself/herself/ itself as to the carpet/built-up area to comprise in the Designated Apartment and also the common parts/portions which would be common for all the residents /occupants of the various Apartments comprised in the said block and has agreed not to challenge or dispute the same in any manner whatsoever or howsoever.

- viii) Structural stability of the Block;
- ix) Construction of the **Block/Tower No. \_\_\_\_\_** and the Apartment.
- x) The fittings and fixtures installed at the said Apartment, Block and the Complex.
- xi) Completion and finishing of the Apartment and the Block.
- xii) The location of the car parking space.
- (i) The supply of water and electricity to the Apartment and the Block.
- xv) The common facilities and amenities of the Block.

**NOW THIS INDENTURE WITNESSETH:**

I. Pursuant to the said Agreement and in consideration of the sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** of the lawful money of the Union of India well and truly paid by the Purchaser to the Developer as per details contained in the Memorandum of consideration set out in Schedule '**H**' hereunder written (the receipt whereof the Developer doth hereby admit and acknowledge and of from the same and every part thereof forever acquit, release and discharge the Purchaser and the Designated Apartment), the Owner and the Developer doth hereby grant, transfer, convey, assign and assure and the Developer doth hereby confirm and assure unto and in favour of the Purchaser **ALL THAT** the said Designated Apartment more fully and particularly described in **Schedule 'C'** hereunder written absolutely and forever free from all encumbrances, charges, liens, attachments, trusts, whatsoever or howsoever made or suffered by the Owners/Developer or any person or persons having or claiming, either lawfully or equitably, claiming any estate or interest therein through under or in trust for the Owners/Developer **TOGETHER WITH** the right to use the common areas installations and facilities as described in detail in **SCHEDULE 'F' and SCHEDULE 'G' respectively** hereunder written, in common with the Co-Purchasers **BUT SUBJECT TO** the Purchaser complying with the Terms and Conditions morefully set out in Schedule '**E**' and 'House Rules' morefully set out in **SCHEDULE 'I'** hereunder written **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the Purchasers.

**II. AND THE VENDOR AND THE DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS** as follows:

- a. Notwithstanding any act deed matter or thing whatsoever by the or the Developer done or executed or knowingly suffered to the contrary the Vendor is or the Developer are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Designated Apartment hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b. Notwithstanding any act deed or thing whatsoever done as aforesaid the Vendor and the Developer now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Designated Apartment hereby conveyed transferred or expressed so to be unto and to the use of the Purchasers in the manner as aforesaid.

- c. The Designated Apartment hereby granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases or trust made or suffered by the Vendor or the Developer or any person or persons having or lawfully or equitably claiming any estate or interest thereon through under or in trust for the Vendor or the Developer.
- d. The Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Designated Apartment and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Vendor or the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- e. The Purchasers shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances liens, attachments, or trust or claims and demands whatsoever created occasioned or made by the Vendor or the Developer or any person or persons lawfully or equitably claiming as aforesaid.
- f. The Owners or the Developer and all persons having or lawfully or equitably claiming any estate or interest in the Designated Apartment or any part thereof through under or in trust for the or the Developers shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the Designated Apartment and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonably required.
- g. The Vendors and the Developer have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and the Designated Apartment hereby granted, transferred and conveyed or expressed so to be or any part thereof is can or may be impeached, encumbered or affected in title or otherwise.
- h. The Developer doth hereby further covenant with the Purchasers that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers shall produce or cause to be produced to the Purchasers or to his/her/its attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Designated Apartment and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other true copies or extracts therefrom as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.
- i. The Developer shall rectify all reasonable construction related defects in the Designated Apartment, if any, brought to the notice of the Developer, at its own cost and effort, within five calendar years from the date of issuance of Completion Certificate by the Appropriate Authority. It is clarified that the aforesaid responsibility of the Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) modifications or repairs done by the Purchaser or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers as per their standard terms. Provided that where the manufacturer's warranty as shown by the Developer to the Purchaser ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Complex and if the annual maintenance contracts are not done/renewed by the Purchasers, the Developer shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Developers/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as to be sustainable and in proper working

condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchaser has been made aware and the Purchaser expressly agrees that the regular wear and tear of the Residential Complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchaser it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

- j. The Owners and the Developer shall transfer the Said Land and the common areas of the project to the Association of Alotees on the same being formed and registered. The Purchaser shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Developer, and for such purpose the Purchaser shall authorize/empower the Developer by giving a Power of Attorney in favour of its representative. The Purchaser is aware of the fact that although the Developer has calculated the price of the Designated Apartment on the basis of Carpet Area, for the purpose of stamp duty the Government of West Bengal is assessing the Designated Area on the basis of super built up area. The Purchaser hereby accepts and acknowledges that in the event stamp duty and registration fee is payable on the Deed transferring the Said Land and the common areas of the project to the Association of Alotees, the Purchaser shall be bound to contribute and make payment of the proportionate share of the stamp duty and registration fee attributable to the Designated Apartment.

**III. AND THE PURCHASERS SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HERINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID APARTMENT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO HEREBY CONVEYED HEREBY COVENANT WITH THE AND THE DEVELOPER as follows: -**

- a. To observe, perform, comply with and fulfill the obligations, covenants and conditions on his/her/its/their part to be observed and performed contained in the EOI, the Provisional Booking Letter as part and parcel of these presents.
- b. To become a member of the Apartment Owners Association, upon its formation, without raising any objection whatsoever and also co-operate with the Federation to be formed as be deemed necessary and expedient by the Developer for the maintenance of the common areas and facilities common to all the phases to be constructed in the Said Land and also abide by all the rules and regulations restrictions and bye-laws as be framed and/or made applicable by the Developer and/or the Apartment Owners Association for the common purposes and shall also sign and execute all papers, documents and applications for the purpose of formation of the Apartment Owners Association and the Federation and to do all the necessary acts deed and things.
- c. Not to hold the Developer liable for rendering any accounts or explanation of any expenses incurred by it in its acts relating to the Common Purposes or to furnish any vouchers, bills, documents etc. in any manner and the Purchasers as well as the Apartment Owners Association shall remain liable to indemnify and keep indemnified the Developer and/or any person or persons nominated, appointed and/or authorized by the Developer for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchasers and/or the Apartment Owners Association.

IV. Simultaneously with the execution of this deed of Conveyance the Developer has made over possession of the Designated Apartment to the Purchaser(s)

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES :



1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## SCHEDULE 'A'

## (SAID LAND)

**ALL THAT** pieces or parcels of land containing an area of 8.047359 acres or 804.7359 Decimals (Sataks) more or less comprised in several Plots (Dag) in Mouza Baikunthapur, J.L. No. 36 under Police Station Baruipur, within Hariharpur Gram Panchayat, Post Office Gobindapur, Pin Code – 700145 in the District of South 24 Parganas as per details given below:

R.S. AND L.R. DAG NOS.	NATURE	AREA (IN ACRE)	L.R. KHATIAN NOS.
27	BAGAN	0.29	732, 737, 738, 739, 740, 740/2 and 740/3
28	DANGA	0.53	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
29	DANGA	0.09	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
30	BAGAN	0.10	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
31	DANGA	0.20	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
37	DOBA	0.08	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
38	BAGAN	0.45	717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
39	Bagan	0.11	732, 737, 738, 739, 740, 740/2 and 740/3
40	Bagan	0.18	732, 737, 738, 739, 740, 740/2 and 740/3
41	BAGAN	0.56 out of 0.70	19, 92, 147, 329, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 740/2, 740/3, 740/4 and 740/5
42	Doba	0.11 out of 0.16	19, 92, 147, 482, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737,

			738, 739, 740, 740/2, 740/3, 740/4 and 740/5
5	Doba	0.0275 out of 0.03	104 and 207
6	Bagan	0.16	104 and 207
7	Bagan	0.18	104 and 207
8	Doba	0.0225 out of 0.03	104 and 207
9	Doba	0.04	25, 227, 98, 103, 102 and 260
10	Bagan	0.23	25, 227, 98, 103, 102 and 260
11	Bagan	0.35	25, 227, 98, 103, 102 and 260
12	Doba	0.06	25, 227, 98, 103, 102 and 260
16	Bagan	0.07 out of 0.11	207 and 763
17	Bagan	0.13 out of 0.15	104, 207 and 763
18	Danga	0.28	25, 227, 98, 103, 102 and 260
19	Bagan	0.57	101, 83, 18, 266, 317, 145, 146 and 217
20	Danga	0.12	101 and 217
21	Danga	0.11	101 and 217
22	Danga	0.1083 out of 0.11	101 and 217
23	Bagan	0.284059 out of 0.31	25, 227, 98, 103, 102 and 260
26	Danga	0.71	25, 227, 98, 103, 102 and 260
49	Danga	0.45	265 and 310
50	Danga	0.45	25, 227, 98, 103, 102 and 260
51	Bagan	0.33	190/2, 190/3, 190/1, 190/4, 190/5 and 190/6
52	Bagan	0.36	145, 217, 265, 266, 310 and 317
53	Bagan	0.28 out of 0.41	14/1, 104, 207, 265, 762, 763, 764 and 310
68	Bagan	0.025 out of 0.10	265 and 310

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

**ON THE NORTH** : Partly by each of R.S. Dag Nos. 4, 3, 22, 24, 25 and partly by Panchayet Road;

**ON THE SOUTH** : Partly by each of R.S. Dag Nos. 14, 13, 56, 68, 69, 41 and 42;

**ON THE EAST** : Partly by each of R.S. Dag Nos. 22, 23, 41, 48, 47 and partly by Extended E.M. Bypass Road;

**ON THE WEST** : Partly by each of R.S. Dag Nos. 25, 2, 3, 5, 8, 17, 16, 53, 54, 56 and partly by R.S. Dag Nos. 475 and 476 of Mouza Gobindapur.

### SCHEDULE B

#### CHAIN OF TITLE:

The Larger Land, being the pieces and parcels of land, admeasuring 8.530495 acres as detailed below are situated at and comprised in several Plots (Dag) in Mouza Baikunthapur, J.L. No. 36, within the local limits of Baruipur Police Station and within Hariharpur Gram Panchayat, Post Office Gobindapur, Pin Code – 700145 in the District of South 24 Parganas and have been purchased by the Owners vide Deed of Conveyances as detailed below. The Owners are the absolute Owners of and are seized and possessed of and otherwise well and sufficiently entitled to the Larger Land. The Larger Land includes the Said Land detailed in Schedule A above.:

Sl. No.	Deed Date	Deed No.	Vendor	Purchaser	Area (Acres)
1	24-02-2012	1640	A.N. Instrument Pvt. Ltd.	Panchshree Dealer Pvt. Ltd.	0.04752
2	24/02/2012	1647	Debdutta Sen	Karni Infra Properties Pvt. Ltd. & Ors.	0.11
3	24/02/2012	1644	A.N. Instrument Pvt. Ltd.	Karni Infra Properties Pvt. Ltd. & Ors.	0.45
4	24/02/2012	1648	Debdutta Sen	Karni Infra Properties Pvt. Ltd. & Ors.	0.08
5	24/02/2012	1642	A.N. Instrument Pvt. Ltd.	Karni Infra Properties Pvt. Ltd. & Ors.	0.20
6	24/02/2012	1646	Debdutta Sen	Karni Infra Properties Pvt. Ltd. & Ors.	0.10
7	24/02/2012	1643	Debdutta Sen	Karni Infra Properties Pvt. Ltd. & Ors.	0.09
8	24/02/2012	1638	A.N. Instrument Pvt. Ltd.	Karni Infra Properties Pvt. Ltd. & Ors.	0.48248
9	24/02/2012	1645	Debdutta Sen	Karni Infra Properties Pvt. Ltd. & Ors.	0.56
10	24/02/2012	1639	Debdutta Sen	Panchshree Dealer Pvt. Ltd.	0.029
11	22/08/2012	7882	Debdutta Sen	Panchshree Dealer Pvt. Ltd.	0.0538
12	22/08/2012	7888	Debdutta Sen	Touchwin Suppliers Pvt. Ltd. & Ors.	0.496
15	17/05/2013	4877	Entaj Ali & Anr.	Arrowline Conclave Pvt. Ltd.	0.011
16	25/10/2013	10027	Entaj Ali & Anr.	Arrowline Conclave Pvt. Ltd.	0.002625
17	19/05/2015	4115	Ismail Molla & Ors.	Arrowline Conclave Pvt. Ltd.	0.0228

18	19/05/2015	4116	Samaser Mola & Anr.	Arrowline Conclave Pvt. Ltd.	0.2659
19	20/05/2015	4111	Rijiya Mandal & Ors.	Arrowline Conclave Pvt. Ltd.	0.14643
20	20/05/2015	4214	Mosaraf Ali Molla	Arrowline Conclave Pvt. Ltd. Antray Developers Pvt. Ltd.	0.13296
21	29/05/2015	4288	Jaynal Molla	Antray Developers Pvt. Ltd.	0.01216
22	04/06/2015	4464	Mistri Abdul Asim & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers Pvt. Ltd.	0.1176
23	07/07/2015	5509	Rabijan Gazi & Anr.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.1448
24	19/08/2015	6792	Shakila Bibi Laskar & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.2214
25	19/08/2015	6793	Neorjan Bibi	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.22
26	28/08/2015	7045	Mondal Asma	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.073209
27	28/08/2015	7046	Nurbibi	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.073209
28	28/08/2015	7047	Mondal Hasina	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.073209
29	28/08/2015	7048	Noorjahan Bibi	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.073209
30	22/09/2015	7630	Molla Noorali & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.5827
31	22/09/2015	7631	Ahammad Ali Molla & Anr.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.2929
32	22/09/2015	7632	Molla Munsur & Anr.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.297
33	22/09/2015	7634	Sahida Molla & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.1484
34	19/10/2015	8479	Maurjan	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0738
35	12-12-2015	5277	Rakib Ali Molla	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.2883
36	12-12-2015	5278	Rakib Ali Molla	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.24
37	04/05/2016	3518	Saleha Bibi	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.03381
38	04/05/2016	3519	Jamsed Molla	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.5236
39	04/05/2016	3520	Sajahan Molla	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0393
40	26/05/2016	4857	Noorali Molla & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0496

41	29/06/2016	4970	Asrafali Mandal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.04
42	29/06/2016	4971	Aabedali Mondal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.04
43	29/06/2016	4972	Asrafali Mandal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.45265
44	29/06/2016	4973	Aabedali Mondal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.28125
45	29/06/2016	4974	Asrafali Mandal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0125
46	29/06/2016	4975	Aabedali Mondal	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0125
47	22/07/2016	5764	Oriental Bank of Commerce	Antray Developers LLP	0.38
48	22/03/2017	1328	Jakir Ali Gazi	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0408
49	13/05/2017	2830	Mistri Abdul Asim & Ors. (represented by Babai Das)	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.014415
50	13/05/2017	2829	Babai Das (Manju Devi Goyal)	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.01051
51	13/05/2017	2828	Babai Das (Rehana Khandakar)	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.0586
52	03-06-2017	3334	Mosaraf Ali Molla	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.008258
53	17-06-2017	3755	Molla Moslem	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.008258
54	19-06-2017	3105	Molla Munsur	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.008258
55	19-06-2017	3106	Sahida Molla & Ors.	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.008258
56	21-06-2017	3114	Maidul Islam	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	0.008258
58	06-05-2015	3861	Soleman Laskar	Arrowline Conclave Pvt. Ltd.	0.1694
59	07-05-2015	3905	Supryio Piyada & other	Antray Developers LLP	0.14
60	05-09-2018	5750	Pawan Kumar Bharech HUF	Arrowline Conclave Pvt. Ltd.	0.011
<b>TOTAL AREA PURCHASED</b>					<b>8.563636</b>
<b>Less: Area of Land Sold:</b>					
1	12-12-2015	9933	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	Morselim Gazi	0.025941

2	28.08.2019	5681	Arrowline Conclave Pvt. Ltd. Antray Developers LLP	Jakir Ali Gazi	0.007200
<b>Total Area of land sold vide two deeds above</b>					<b>0.033141</b>
<b>TOTAL LAND RETAINED (LARGER LAND)</b>					<b>8.530495</b>

#### SCHEDULE-C

**DESIGNATED APARTMENT : ALL THAT** the flat being Unit No. ...., Type ....., containing a **Carpet Area of .....** Square Feet more or less along with balcony with a carpet area of ..... Square feet more or less and a total Built-Up Area of ..... Square Feet more or less (including Balcony) on the ..... **floor** of the **Tower .....** of the Project at the Project Land

#### SCHEDULE-D

#### FLOOR PLAN ANNEXED SEPARATELY

#### SCHEDULE-E

#### DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
  - a. **“this agreement”** shall mean the Agreement and Schedules all read together.
  - b. **“Co-owners”** shall insofar as the Project is concerned mean (a) all the allottees of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter and insofar as the Whole Complex is concerned mean (a) all the allottees of Units in the Whole Complex excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owner/Promoter, shall mean the respective Owner and/or Promoter;
  - c. **“sanctioned plan”** shall mean the plan sanctioned by the Baruipur Panchayet Samity vide Permission No. 19 dated 08.03.2021 and include additions/alterations made thereto subject to compliance of the Act.
  - d. **“other exigencies”** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the Project Land or the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
  - e. **“scheduled date”** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.

- f. **“Maintenance in-charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
  - g. **“Common Purposes”** shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners and, collection and disbursement of the Common Expenses (morefully described in Schedule ‘K’) and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
  - h. **“Phases”** shall mean the first phase comprising of the Project and such phases in future if and at the sole discretion of the Promoter developed by it at the said Land.
  - i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
  - j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
2. All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim nor to set up any other evidence regarding the payment
  3. The Tax Deductible at Source under the Income Tax Laws shall, if applicable be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
  4. The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Charges and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
  5. The sanctioned plan relates to the Whole Complex which shall be developed in phases by the Promoter. The phases shall be as follows:-
    - (a) First Phase being the Project comprising of areas mentioned in Part-I of Schedule ‘I’ hereto
    - (b) Such Future Phases or phases (mentioned in Part-II of Schedule ‘I’ hereto) comprising of multistoried apartment and common amenities and facilities as may be and if developed by the Promoter at its absolute discretion and separately registered under the Act at a later stage as a project.
    - (c) The First Phase and the Future Phases or phases (if developed) may or may not have a common Association or a federation of association (as the Promoter may at its sole discretion decide) and will share certain areas, installations and facilities in common. In case the Promoter develops any Future Phases or parts at the Project, the Promoter may at its sole discretion identify such amenities and facilities to be used in common with the co-owners of the Project and the Future Phases.
  6. This agreement is in respect of the Project which is part of First Phase.
    - a. The said Building shall contain certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Building and other persons permitted



by the Promoter. The Project shall also contain certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. The Whole Complex may contain certain joint common areas which the Allottee shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Whole Complex including the Future Phases and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Allottee either independently or in common with any other Co-owner.

- b. The Project contains open and covered parking spaces as per sanctioned plans ("Car Parking Areas"), which are not forming part of the amenities and facilities mentioned in Schedule E hereunder written and which can be used for parking "Open/Covered Parking Areas". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to identify the use of parking spaces by the Allottees in these Open/Covered Parking Areas exclusively to the Allottees who need the same and apply for the same. The Allottee agrees and undertakes not to raise any dispute or objection in respect of identification of parking made by the Other Allottees in respect of the Open/Covered Parking Areas nor to disturb the use of the identified parking space by the concerned allottee.
- c. The Promoter intends to make additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Allottee at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.
- d. The Allottee acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project and/or the Whole Complex or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Baruipur Panchayet Samity and upon complying with the applicable provisions of the Act and/or Rules.
- e. Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for parking and for any other use.
- f. Other Charges: As part of the Total Price, the Allottee shall also pay to the Promoter the following Deposits: The Allottee shall also pay and deposit and keep deposited the amounts on the following heads:-
  - ii. A non refundable sum of Rs. 50/- per square feet towards Sinking Fund.
  - iii. The Allottee shall deposit and/or keep deposited with the Promoter as and by way of advance maintenance deposit, a sum of Rs. 50/- per square feet.
  - iv. Goods and Services Tax if applicable on the above.
  - v. The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit and unless any amount out of the same is adjusted due to non payment of the taxes and outgoings payable by the Allottee, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.

- vi. The Deposits shall be made by the Allottee to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
7. The refund and/or payment of any amount by the Promoter to the Allottee in terms of this agreement may be made by the Promoter by depositing the amount in the bank account of the Allottee as per the details already provided by the Allottee in the Application for allotment of the Designated Apartment and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount.
8. **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fitout works, the Allottee shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the Hariharpur Gram Panchyat, Baruipur Panchayet Samity, Zilla Parishad, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Allottee shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Allottee shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Allottee while carrying out any fitout or other activity.
9. The Promoter may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings or amenities morefully mentioned in the Schedule D and Schedule E hereto.
10. The Allottee shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
11. Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
12. The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Allottee and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Allottee hereby agrees.
13. The ownership and enjoyment of the Designated Apartment by the Allottee shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule 'J' hereto.
14. The Allottee may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @2% (two percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder

which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Allottee and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Allottee or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Allottee shall be payable by the Allottee or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Allottee in advance to the Owners and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without the receipt of such payment. The Allottee shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings, and dues payable by the Allottee to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Allottee from the Promoter.

15. The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate
16. The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.
17. **AREA CALCULATION:**

**Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.

**Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.

**Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Allottee.

**Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.

18. **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the Built-up Area or any other parameter as may be specified in the West Bengal Apartment Ownership Act, 1972 .
19. The Promoter has taken construction finance for construction of the Project by mortgaging the said Land and the construction **Provided However That** any such mortgage if it relates to the Designated

Apartment shall be redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Allottee in terms hereof.

20. In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone
21. Unless changed by the Promoter, Mr. Subir Basu of Kolkata of Kolkata shall be the Architect for the Project.
22. The Project shall bear the name "Sunrise Aura-Phase-I" or such other name as be decided by the Promoter from time to time.. The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.
23. The Allottee(s) accept and acknowledge that in the event of a sub-station being erected on the SAID LAND by the Electricity Provider (CESC/WBSEDCL) the Promoter may be required to transfer ownership of the portion of the SAID LAND on which the sub-station shall be erected by the Electricity Provider and the Allottee shall not object to the said transfer and hereby conveys his no-objection to the said transfer.

#### **SCHEDULE F**

#### **(COMMON AREAS FACILITIES AND AMENITIES)**

#### **Common Areas, Facilities and Amenities to be completed with Sunrise Aura Phase 1**

1. AC Gymnasium with equipment
2. Yoga Room
3. AC Multi Activity Room
4. Indoor Games Room
5. AC Toddler Room
6. Senior Citizens room
7. A.C. Multi Purpose Hall
8. AC Guest Room
9. Swimming Pool with Pool Deck
10. Kids Pool
11. Outdoor Badminton Court
12. Outdoor Children's play zone
13. Mini Amphitheatre at Podium Top
14. Outdoor Multipurpose Court
15. Outdoor Roller Skating Ring
16. Sunrise Lounge
17. Meditation Zone

18. Play Ground at Podium Top
19. Non-AC Community Hall for small gathering at Ground Floor of selected Towers
20. Jogging Track
21. Pet Zone
22. Adda Nook
23. Emareld Lawn
24. Elevated Walking Trail
25. Natural Pond

**Common Areas, Facilities and Amenities to be completed with Sunrise Aura Future Phases**

1. Mini Cricket Practice Net
2. Festive Zone/Party Lawn
3. Tropical Flower Garden
4. Natural Pond.
5. Grand Entrance
6. Pedestrian Entry

**General Common Areas Facilities and Amenities for Sunrise Aura**

1. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of the Buildings.
2. The common basements, terraces, parks, play areas, open and covered driveway areas and common storage spaces.
3. The Project Site for the lodging of persons employed for the management of the Project Site and/or the Project including accommodation for watch and ward staffs or for the lodging of community service personnel.
4. Installations of central services such as electricity, water and sanitation, air- conditioning and incinerating, system for water conservation and treatment, and renewable energy.
5. The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
6. Lift machine room, situate at a portion of the ultimate roof of the Buildings, as identified and designated by the Developer.
7. Electric transformer room with all equipment and facilities therein, situate at a portion of

the ground floor of the Buildings, as identified and designated by the Developer.

8. Electric meter room situate at a portion of the ground floor of the Buildings, as identified and designated by the Developer.
9. Generator set, situate at a portion of the Project Site, as identified and designated by the Developer.
10. Tube well and underground and overhead water reservoirs.
11. Common plumbing installations.
12. Fire-fighting arrangements as per statutory norms.
13. Firefighting pumps and firefighting systems intended only for such of the areas and facilities as identified and designated by the Developer.
14. Plumbing, vertical stacks and shafts.
15. Sewage treatment plant with provision to recycle water for flushing and gardening
16. Rainwater harvesting
17. Water availability through bore well as per guidelines stipulated by Local Ground water authority with iron removal facility
18. Feeder cable, transformers, LT switches, meters and individual electrical meters.
19. Drainage and sewage system.
20. Boundary wall and gate.
21. CCTV covering driveways, Block entrance, Complex main entrance and exit gate
22. All other portions of the Project as necessary or convenient for its maintenance, safety, etc. and in common use, each as identified by the Vendor, but shall not include any area sanctioned and/or permitted for construction including under the Plan unless expressly authorized and/or agreed upon in writing by the Vendor.

#### **EQUIPMENTS FOR COMMON SERVICES**

- Pumps for UGR and STP
- 3 Nos. DG sets
- Composter for garbage disposal
- Solar Panels at the Roof Top
- Swimming Pool Filtration Plant
- Sewerage Treatment Plant (STP)

**SCHEDULE H**  
**MEMORANDUM OF CONSIDERATION**

**SCHEDULE I**

**PART I**

**SUNRISE AURA PHASE I (PROJECT)**

1. Tower 3 having basement, ground and 20 upper floors
2. Tower 4 having basement, ground and 20 upper floors
3. Tower 5 having basement, ground and 18 upper floors
4. Tower 8 having basement, ground and 18 upper floors

Common Areas, Facilities and Amenities as mentioned in Schedule E hereto.

Common use with the Future Phase/s (if developed by the Promoter) of the Common Areas Facilities and Amenities mentioned in Schedule E hereto and any other as be decided by the Promoter before or during the course of development of any Future Phase.

**PART-II**

**FUTURE PHASE/S**

- a) Entire Balance Area remaining after Sunrise Aura Phase I
- b) Common use with the Sunrise Aura Phase I of the such Common Areas, Facilities and Amenities mentioned in Schedule E hereto and any other as be decided by the Promoter before or during the course of development of any Future Phase/s.

**SCHEDULE J**

**(HOUSE RULES)**

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

- i. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
- ii. Allottee has identified ..... Car Parking ..... in the Car Parking Area bearing No..... for parking of his car as a member of the Association of Allottees to be formed under the West Bengal Apartment Ownership Act, 1972 (the "**Parking Facility**"). The facility of

such parking shall be subject to the following conditions. The facility of such parking shall be subject to the following conditions:-

- a. the Allottee shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
  - b. the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
  - c. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
  - d. The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
  - e. The Allottee shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
  - f. This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
  - g. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Allottee is not permissible, then the Allottee shall neither hold the Promoter nor the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
  - h. The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
  - i. The Allottee as individual or as a member of the Association of Allottees to be formed under the West Bengal Apartment Ownership Act, 1972 agrees and undertakes not to raise any dispute or objection in respect of identification of parking if any made by the Other Allottees in respect of the Open/Covered Parking Areas nor to disturb the use of the identified parking space by the concerned allottee.
  - j. Identification of open/covered car parking space as above is only for convenience and shall not be deemed to be a transfer by the Owners and the Developer of any exclusive right in the identified space and the Consideration payable by the Allottee for the Designated Apartment does not include within it price of such open/covered car parking space.
- iii. Unless the Parking Facility is expressly availed by the Allottee as above, the Allottee shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever



- iv. Allottee is granted the exclusive right to use Open Terrace, if applicable, as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:
  - a. to use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
  - b. not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
  - c. not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
  - d. not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
  - e. not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
  - f. not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
  - g. not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
  - h. not to sub-divide the Open Terrace in any manner.
- v. The use of the Common Areas including but not limited to the Club Facility shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Allottee shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Allottee or his family members or any other person.
- vi. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

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

or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.

- xviii. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
- xix. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- xx. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
- xxi. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- xxii. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- xxiii. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land.
- xxiv. to maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Hariharpur Gram Panchyat, Baruipur Panchayet Samity, Zilla Parishad, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- xxv. Not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- xxvi. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

- xxvii. Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- xxviii. Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- xxix. To allow and permit the Promoter the following rights and authorities:-
- a. The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
  - b. The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro tanto subsidize meet the Common Expenses to that extent.
- xxx. The Allottee binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- a. Property tax and/or Panchayat rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Panchayat, BLLRO and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
  - b. All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Allottee or the Maintenance In-charge and the same shall be paid by the Allottee wholly in case the same relates to the Designated Apartment and and proportionately in case the same relates to the Building or the said Land or any part thereof.

- c. Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss). In case the WDCDCL/CESC/Any other Electric Supply Authority as applicable fails to provide individual meter to the Allottees of the Designated Apartments or provide HT connection to the said Project then the Allottees shall make payment of Electric Consumption charges as per bills to be raised by the Promoter or the Association of Allottees upon formation as per consumption recorded in the electricity Sub-Meter to be provided by the Promoter and Association of Allottees upon formation as per the rate applicable for procurement of such facility by the Promoter or the Association of Allottees upon formation as the case may be together with applicable charges inclusive of Electricity Losses for distribution of the electricity to individual and Allottees shall not raise any objection regarding the rate of charges for providing such services
  - d. Charges for water, and other utilities consumed by the Allottee and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
  - e. Proportionate share of all Common Expenses (including those mentioned in Schedule E hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.4 (Rupees four only) only per Square foot per month of the Built Up Area of the Designated Apartment for Common Area Maintenance. The said minimum rate is provisional and the final rate shall be firmed up at the time of handing over of the Designated Apartment based on actual cost of maintenance at the said time. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
  - f. Allottee shall pay Sinking Fund @ Rs. 50/- per sq.ft. for Built Up Area of Designated Apartment and Maintenance Deposit @ Rs. 50/- per sq.ft. of Built Up area of the Designated Apartment on or before handover of the Possession of the Designated Apartment to the Promoter or to the Association of Allottees upon its formation. If the said Sinking Fund and Maintenance Deposit are paid to the Promoter, then the Promoter shall handover the said amounts after adjusting any dues towards Maintenance Charge to the Association of Allottees upon its formation.
  - g. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
- xxxi. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- xxxii. All payments to be made by the Allottee shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Allottee or in the letter box earmarked for

the Designated Apartment Provided That any amount payable by the Allottee directly to any authority shall always be paid by the Allottee within the stipulated due date in respect thereof and the Allottee shall bear and pay the same accordingly and without any delay, demur or default

- a. The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Allottee shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Allottee.
- b. The liability of the Allottee to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Allottee to take possession.
- c. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Allottee under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Allottee and his employees customers agents tenants or licencees and/or the Designated Apartment.

The Allottee shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee .

#### SCHEDULE K

#### COMMON EXPENSES

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

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building , lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment’s etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or

enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other part of the Said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Panchayat and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.

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

Sureka Isha Zion Developers Pvt. Ltd.

  
Authorised Signatory