

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____ (Month), 20____.

By and Between

- 1.1 ORBIT TOWERS PRIVATE LIMITED** (PAN AAACO3688F) (CIN U65921WB1985PTC038834), a Company incorporated under the Companies Act, 1956 having its Registered Office at "Mansarowar", 3B Camac Street, P.O.Park Street, Police Station Shakespeare Sarani, Kolkata-700016,
- 1.2 SUGAM GRIHA NIRMAAN LIMITED** (PAN AAEC57354N) (CIN U70109WB1989PLC045956), a Company incorporated under the Companies Act, 1956, having its Registered Office at Unit 1F, "Sukh Sagar", Premises No.2/5, Sarat Bose Road, P.O.Elgin Road, Police Station Ballygunge, Kolkata-700020,
- 1.3 GOODLUCK INFRADEVELOPERS PRIVATE LIMITED** (PAN AADCG8092Q) (CIN U45400WB2010PTC147305), a Company incorporated under the Companies Act, 1956, having its Registered Office at 12, Hemanta Basu Sarani, 3rd Floor, Post Office Esplanade, Police Station Hare Street, Kolkata 700069
- 1.4 SUPER DIAMOND NIRMAN PRIVATE LIMITED** (PAN AAICS2268M and CIN U45203WB2004PTC098990), a Company incorporated under the Companies Act, 1956, having its Registered Office at 7B, Dr. Harendra Coomar Mukherjee Sarani (formerly known as Pretoria Street), Post Office Middleton Street, Police Station Shakespeare Sarani, Kolkata 700071,

all hereinafter referred to as "the **Vendors**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest and/or assigns) and represented by its Authorised Representative **Mr. Bishwanath Haralalka**, son of Late Basudev Haralalka **having PAN ABCPH1758F**, having Aadhaar No. **6868 1637 7880** and residing at 118/1A, Ashutosh Mukherjee Road, P.S. Bhowanipore, P.O. Bhowanipore, Kolkata -700 025 being the authorized representative of the Constituted Attorney of the Vendors namely **SUGAM DIAMOND ABASAN LLP** appointed by Power of Attorney dated 23-09-2018 and registered with Additional Registrar of Assurances-III, Kolkata in Book IV, Volume No. 1903-2019, Pages from 16229 to 16262 Being No. 190305850 for the year 2018 of the **FIRST PART**;

AND

SUGAM DIAMOND ABASAN LLP, a Limited Liability Partnership, registered under the Limited Liability Partnership Act, 2008 (6 of 2009) and duly registered with the Registrar of Companies, West Bengal, having its LLPIN: AAC 3611 of 2014 and its I.T. PAN: **ACPFS5586C** and having its registered office at 7B Dr. Harendra Coomer Mukherjee Sarani (formerly Pretoria Street), 2nd Floor, Alom House, Kolkata – 700071, Police Station: Shakespeare Sarani, Post Office: Middleton Street, represented by its their Authorised Representative **Mr. Bishwanath Haralalka**, son of Late Basudev Haralalka **having PAN ABCPH1758F**, having Aadhaar No. **6868 1637 7880** and residing at 118/1A, Ashutosh Mukherjee Road, P.S. Bhowanipore, P.O. Bhowanipore, Kolkata -700 025; hereinafter referred to as "the **Promoter**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and/or successors-in-interest and/or assigns) of the **SECOND PART**;

AND

Mr. / Ms. _____ (Aadhaar No. _____) having his/her PAN no. _____ son/daughter/wife of _____ aged about _____ years, nationality _____, residing at _____ and Second Purchaser, Mr. / Ms. _____ (Aadhaar No. _____) having his/her PAN No. _____ son/daughter/wife of _____ aged about _____ years, nationality _____, residing at _____, hereinafter referred to as "the **Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include _____ heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

AND

_____, an Association registered under the _____ and having its office at _____ and represented by _____ hereinafter referred to as "the **Association**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest) of the **FOURTH PART**:

***{Note : Making of Association as a party is subject to the Association being registered at the material time. If no Association is formed, several provisions in the format deed in connection with Association will undergo changes}*

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

I. WHEREAS:

A. The Vendors are the absolute and lawful owners of **All That** piece and parcel of land containing an area of 15 Bighas 11 Cottahs 00 Chittacks 36.55 Square Feet more or less with all structures thereon (standing at the time of purchase by the Vendors) situate, lying at and being municipal Premises No.88 Basanta Lal Saha Road, Kolkata 700053, Police Station Behala, P.O. New Alipore, Kolkata 700053, in Ward No.116 of the Kolkata Municipal Corporation, comprised in entire R.S. Dag Nos.533, 534, 535, 536 and 537 and portions of R.S. Dag Nos.516, 517, 518, 519, 530, 531, 532, 538, 539, 540 and 541 all recorded in R.S. Khatian Nos.34, 36, 38, 81, 90 and 689 all in Mouza Italgata, J.L. No.10, in the District of South 24 Parganas in the State of West Bengal morefully described in **PART-I of Schedule A** (hereinafter referred to as "the **Whole Complex Land**") The particulars of the sale deeds whereby the Vendors purchased, inter alia, the Whole Complex Land and other facts of devolution of title in respect of the Whole Complex Land is mentioned in **Schedule A-1** hereto.

A1 The Promoter is the developer appointed by the Vendors in respect of development of the Project Land under Development Agreement dated 24th November, 2017 particulars whereof is mentioned in **Schedule A-1**.

B. The Whole Complex Land is earmarked for the purpose of building projects comprising, for the time being, of buildings having, inter alia, six blocks (named "A-1", "A-2" "A-3" "A-4" "B-1" "B-2") having primarily residential units and plans for the same have been sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2017130170 dated 1/12/2017 modified by vide BS No. 20/U/R-26(2a) and 2(b)/2019-2020 dated 01-12-2017 and further modified by Building Permit No. 2023130121 on 11-09-2023 (hereinafter referred to as "the **sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made

thereto) (the Whole Complex Land with the buildings being constructed and to be constructed thereon has been named "Morya" is hereinafter referred to as "the **Whole Complex**").

- B1. The development on the Whole Complex Land has been divided into two phases. The first phase comprising of Blocks A-3, A-4, B-1 and B-2 has been constructed on an identified portions of the Whole Complex Land and the first phase has been named "**MORYA- PHASE I**" has been registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at Kolkata on 29th September 2018 under registration No. HIRA/P/SOU/2018/000028 (hereinafter referred to as "the **First Phase**") and the phase wise attributable land as envisaged in the Schedule to the agreements for sale of units in First Phase has been identified to be 13022 square meters as also submitted by the Promoter with the said registration with WB HIRA.
- B2. The second phase comprises of two building blocks numbered as "A-1" and "A-2" described in **Part-III of Schedule A** hereto (hereinafter referred to as "the **Buildings**") and has been constructed on identified portions of the Whole Complex Land and has been named "**MORYA- PHASE II**" (hereinafter referred to as "**Second Phase**" or "**Project**") and the phase wise attributable land of the project is 8,143.7376 square meters more or less as described in **Part-II of Schedule A** hereto (hereinafter referred to as "**Project Land**");
- B3. The Promoter has caused to be constructed the Project and obtained the Occupancy Certificate in respect of the Building/s on _____.
- C. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____.
- D. By an Agreement for Sale dated _____ (hereinafter referred to as "the **Sale Agreement**"), made between the Promoter, the Purchaser and the Vendors, the Promoter and the Vendors agreed to sell to the Purchaser (as Allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment being Unit No. ___ (hereinafter referred to as "the said **Unit**") having carpet area of _____, on a portion on the ___ floor in the ___ Block (hereinafter referred to as "the **Designated Block**") along with Parking Facility for ___ motor car/two wheeler to be used by the Purchaser as permissible under the applicable laws (hereinafter referred to as "**Parking Facility**"), Together With pro rata share in the common areas (as mentioned in the **SCHEDULE D** hereto) and any other areas defined under clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as "**Common Areas**"). The Unit, the Parking Facility, if any and pro rata share of the Common Areas are hereinafter collectively referred to as "the **Designated Apartment**" and the Unit is more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as '**Appendix-A**'. Certain other expressions used in this deed shall have the meaning as per **Schedule A-2** hereto
- E. The Purchaser has paid the entire consideration of Rs. _____ /- (Rupees _____) only payable for sale of the Designated Apartment under the Sale Agreement and the Vendors and the Promoter have apportioned and received the respective

amounts receivable by them out of the same. The Vendors have agreed to complete the sale of the pro rata undivided share in the Land in the manner hereinstated.

- F.** The Purchaser has inspected the Designated Apartment and the Project and satisfied himself about the construction and specification thereof and area of the Designated Apartment and the Common Areas provided and has no complaints or objection thereabout. The Purchaser has also gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein including the Additional disclosures and details contained in the said Agreement and in this Deed and has accepted the same and is fully satisfied thereabout.
- G.** As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association. Accordingly and for other purposes connected with the Association, the **Association is made a party to this Conveyance Deed.**
- H.** The Parties hereby confirm that they are signing this Deed with the full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.

II **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs _____ /- (Rupees _____) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and out of the same the Vendors hereby admit and acknowledge the receipt of apportioned sum towards the prorata share in the Project Land attributable to the said Unit and Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors, to the extent of their respective entitlement, do hereby sell and transfer unto and to the Purchaser **ALL THAT** the said Unit No. _____ morefully and particularly mentioned and described in **Schedule B** hereto together with parking facility if granted to the Purchaser and if so and as specifically mentioned in the said **Schedule B AND TOGETHER WITH** right to use the Common Areas and Installations in common with the Vendors and the Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule C** hereto **AND SUBJECT TO** the Purchaser observing, fulfilling and performing House Rules and other covenants, terms and conditions as contained herein below and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

- IIA.** And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors do hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Unit and the Vendors and the Promoter, to the extent of their respective entitlement, do hereby sell and transfer to the Association undivided proportionate share and title to the other Common Areas absolutely. If any further document or instrument is required, in law, to be executed and registered to further confirm or **vest the said transfer in favour of the Association,** the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

{OR in case Association is not formed before execution of the Deed of Conveyance then the following}

And in the premises aforesaid and at the requisition of the Purchaser and with the consent of the Purchaser it is recorded and confirmed that the sale and transfer of the undivided proportionate title to the said Land attributable to the Unit by the Vendors and of the undivided proportionate title to the other Common Areas by the Vendors and the Promoter, to the extent of their respective entitlement, is and shall be deemed to be hereby conveyed to the Association without requirement of any act in future on the part of the Vendors and the Promoter and shall ipso facto take effect immediately upon the incorporation of the Association absolutely and shall remain vested with the Purchaser until then in trust and for the benefit of the Association. It is clarified that if any document or instrument is required, in law, to be executed and registered to confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

III. THE VENDORS AND THE PROMOTER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.
- (b) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the other provisions hereof, to hold use and enjoy the Designated Apartment and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by them or any person or persons claiming through under or in trust for them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendors and the Promoter save only those as are expressly mentioned herein.
- (c) They shall from time to time and at all times hereafter upon every reasonable request and at all the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

IV. IT IS HEREBY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the said Unit.
 - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.

{OR in case Association is not formed before execution of the Deed of Conveyance then the following}

Pursuant to Section 17 of the Real Estate (Regulation and Development) Act, 2016 and at the instance of the Purchaser, the Association is intended to be the owner of the undivided proportionate share in the Common Areas as morefully mentioned in clause IIA hereinabove. The Purchaser shall also have title to undivided proportionate share in the Common Areas as members of the Association as stipulated in clause IIA hereinabove.

- (iii) the Purchaser shall use the Common Areas along with the Vendors, the Promoter, other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
2. **SINGLE UNIT:** The Purchaser agrees that the Designated Apartment along with Parking Facility (if any) shall be treated as a single indivisible unit for all purposes.
 3. **INDEPENDENT PROJECT:** It is agreed that the Project is an independent Project and except sharing of several common areas as mentioned in **Part II** of **Schedule D** between the Project and the First Phase, the Project is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise without affecting the future right and possibility of integration of infrastructure for the benefit of the Purchaser. It is clarified that facilities and amenities as mentioned in **Schedule D** hereto shall be available only for the use and enjoyment of the co-owners of the Project and of the Whole Complex (except those specific to individual buildings in the First Phase and in the Project). The Project is in the second phase of the Whole Complex and the disclosures made above shall apply as regards the sharing of facilities and interdependence on several aspects between the Project and the First Phase of the Whole Complex.
 4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and the Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and the Vendors fully indemnified and harmless in this regard.
 5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen inspected and examined the Project and the Designated Apartment and all Common Areas and Installations thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the Common Areas and Installations to remain common between the owners and occupiers of the Project and the First Phase. The Purchaser has also understood that the building in which the Unit is situated forms part of the second phase of development. The Purchaser has also seen the layout plan and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as

regards the area, the facilities, amenities and specifications thereat and all the Common Areas and Installations.

6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the Common Areas to the Maintenance In-charge duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.
7. **HANDOVER OF DOCUMENTS:** The Purchaser agrees and accepts that the Promoter shall handover the necessary documents and plans, including common areas, to the Association upon its taking charge.
8. **PAST OUTGOINGS:** The Purchaser and the Maintenance In-Charge acknowledges, accepts and confirms that the Promoter has already paid all outgoing before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (including those mentioned in this Deed), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoing, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
9. **MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:** The Purchaser is aware and accepts that the Association is to be the ultimate Maintenance In-charge and is and shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.
10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Sale Agreement relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of occupancy certificate and/or partial occupancy certificate of the building in which the Unit is situated, as the case may be, the Parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the Parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or from misuse/negligent use, unauthorized modifications, accidents by the Purchaser or owing to act or omission of the Purchaser or any other co-owners or Association and/or any other person or owing to failure to maintain the equipments/amenities in the Whole Complex by the Purchaser or any other co-owners or Association or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of co-owners or competent authority. The Purchaser is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The Purchaser has been made aware and expressly agrees that the regular wear and tear of the Apartment/Building Block/Project excludes

minor hairline cracks on the external and internal walls (excluding RCC structure) which happens due to variation of temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Purchaser.

11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/Maintenance In-charge shall have right of unrestricted access of all Common Areas and Installations, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or Maintenance In-charge to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Purchaser to remedy any want of repair.
12. **Use of Basement (if any) and Service Areas:** The basements (s) and service areas if any located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge (including the Association formed by the co-owners) for rendering maintenance services.
13. **MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**
 - 13.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Purchaser separately in addition to the Total Price of the Designated Apartment.
 - 13.2 **Clauses in relation to maintenance of Project, infrastructure and equipment:** In connection with the Additional Costs and Deposit payable by the Purchaser under the Sale Agreement, it is agreed by and between the parties hereto that the Purchaser shall be liable to pay the same additionally. Without prejudice thereto, the Purchaser agrees pay the following amounts additionally:-
 - (a) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Purchaser and shall be paid proportionately, if levied as a whole on the Designated Block or the Project and wholly, if levied specifically on the Designated Apartment(including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Purchaser further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Purchaser in any manner whatsoever.
 - (b) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and

firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.

- (c) Security Deposit and other expenses as may be required by the CESC or any other electricity provider for individual meter in respect of the Designated Apartment directly with the CESC or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.
- (d) Stamp Duty and Registration Charges and all other applicable/incidental charges in respect of this Deed and/or any future contracts in pursuance hereof.
- (e) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.
- (f) Proportionate costs of formation of Association and handover to Association.

13.2.1 The Deposits as mentioned in the Sale Agreement and paid by the Purchaser to the Promoter shall be held by the Promoter as interest free security deposits and unless any amount out of the same is adjusted due to non-payment of the taxes and outgoings payable by the Purchaser, the same or the unadjusted portion thereof shall be transferred to the Association by the Promoter.

13.2.2 This Deposits shall be transferred by the Promoter to the Maintenance In-charge (upon adjustment of arrear dues if left by the Purchaser) within 3 months of the Association requiring the same from the Promoter.

13.3 **Maintenance In-charge:**

13.3.1 **Association:** The Promoter shall enable the formation of an Association under the West Bengal Apartment Ownership Act, 1972 by the co-owners of the apartments in the Project and the same may be by way of membership in the Association of the co-owners in First Phase or in case required by law or decided by the Promoter a separate Association for the Project may be formed with a Federation between the associations of the First Phase and the Project. The Association (including Federation) so applicable to the purchaser is hereinafter referred to as the "**Association**". The Purchaser hereby agrees to become a member of the Association and to sign, execute and register all documents required for the formation of the Association and for its running and administration. The Purchaser shall appoint consultant(s) having knowledge in formation of the Association and the Purchaser agrees to do all acts, deeds and things as may be required by such consultant(s) within the stipulated time and to pay the proportionate costs for the formation and operationalization of the Association.

13.3.2 **Maintenance Agency:** The Promoter or the Association may appoint one or more agencies or persons (hereinafter referred to as "**Maintenance Agency**") to look after the acts relating to 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 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 (hereinafter referred to as "**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Purchaser.

13.3.3 **Maintenance In-charge:** Upon the Association taking charge of the acts relating to the Common Purposes, the Association shall be the Maintenance In-charge and until then the

Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (hereinafter referred to as "**Maintenance In-charge**").

13.4 **Common Areas Related:**

13.4.1 The Designated Block contains certain Common Areas as specified in **PART-I** of **SCHEDULE D** hereto and the Purchaser shall have the right to use the said Common Areas in common with the Vendors, the Promoter, the other Co-Owner of the said Designated Block and other persons as may be permitted by the Promoter.

13.4.2 The Whole Complex contains certain Common Areas as specified in **PART-II** of the **SCHEDULE D** hereto which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Whole Complex including First Phase and other persons permitted by the Promoter.

13.4.3 Save those expressed or intended by the Promoter to form part of the Common Areas as per the **SCHEDULE D** hereto, no other part or portion of the said Designated Block or the Project or the Whole Project shall be claimed to be a part of the Common Areas by the Purchaser either independently or in common with any other Co-owner(s). In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking spaces including the Mechanical Parking System shall neither be nor be claimed to be a part of the Common Areas.

13.4.4 The Promoter have finally identified and demarcated portions to comprise in the common amenities and facilities in the Project/Whole Complex including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified shall form part of the Common Areas.

13.5 **Unit Related:**

13.5.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the said Unit including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. The Purchaser shall be obliged to do and carry out the said fitout works in a good and workman-like manner and without violating any laws, rules or regulations of the municipal authority, the National Building Code, Fire Safety laws and rules with minimum noise and without causing any disturbance or annoyance to the other Co-Owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any part or portion of the Common Areas and that there shall be regular clearing of all debris arising out of the Fit out works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns on the floor, the ceiling and the walls of the said Unit or do any manual chase cutting or the like in the said Unit. The Purchaser shall be responsible for all consequences, including the loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out the fit out(s) or other activity. The Purchaser shall not make in the flat any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default, the Purchaser shall be liable to reimburse to the Promoter and/or the Association, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring such damage. In addition, such Purchaser shall also be liable to be prosecuted in accordance with law and also be liable for all losses damages costs claims damages etc., suffered by the Promoter

and/or the Land Vendors and/or other Purchasers / Unit Holders and shall fully indemnify them and each of them.

13.5.2 Area Calculations:

- (i) **Carpet Area:** The carpet area for the said Unit or any other Unit shall mean the net usable floor area of such Unit excluding the area covered by the external walls, the areas under services shafts and the area under the exclusive balcony, but includes the area covered by internal partition walls of the said Unit.
- (ii) **Balcony Area:** The net usable area of the exclusive covered balcony/balconies, if any, attached to the said Unit.
- (iii) **Built-up Area:** The built-up area for the said Unit 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 and in case any open terrace is attached to any Unit and granted to the Purchaser then **50% (fifty percent)** built-up area of the Open Terrace shall also be included in the Built-up Area of such Unit.
- (iv) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.
- (v) **Unit Area for CAM (Common Area Maintenance):** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.

Be it expressly mentioned that the super built-up area of the Apartment, nomenclature of parking facility as garage, the area and value of the garage, if any, mentioned in the e-assessment slip issued by the online process in the official website of the Government of West Bengal, Directorate of Registration and Stamp Revenue are all only to enable the online generation of the e-assessment slip and the Purchaser shall not be entitled to claim any such detail or rely upon the same in any manner either adverse to the Promoter or otherwise.

- (vi) It is clarified that the Proportionate Common Area shall have scope for minor approximation and such area as stipulated by the Promoter shall be final and binding on the parties hereto.

- 13.6 **Housing Loan by Purchaser:** In case the Purchaser, with the prior written consent of the Promoter, has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of the Purchaser alone. In no event the Vendors, the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.

13.7 Activity Centre Related:

- 13.7.1 **Users:** The Purchaser shall have the right to use Recreation Centre/Club facilities (morefully defined in Part-III of Schedule D hereto) in the Project in common with the Vendors, the Promoter and other Co-owners of the Project and the Co-owners of the First Phase and

other persons permitted by the Promoter. The payment of the monthly subscription charges for the Club/ Recreation Centre shall be compulsory irrespective of the Purchaser using the Club/Recreation Centre facilities or not. The monthly subscription charges and the user charges of the Club/Recreation Centre shall be determined by the Promoter and after handover by the Association and such rates and charges shall be varied from time to time and shall be subject to escalation according to the exigencies of the situation. It is clarified that membership of the Recreation Centre / Club and all other facilities / amenities available to the co-owners of the units in the Whole Complex.

- 13.7.2 **Facilities:** The Promoter has erected, installed and/or made available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned partly in Project save those carried out or being carried out in the First Phase. The conveniences, amenities and facilities of the Recreation Centre/Club decided by the Promoter shall be final and binding on the Purchaser. A list of the facilities of the Recreation Centre/Club has been provided **PART-III** of **Schedule D** hereto. However, notwithstanding anything contained in **PART-III** of the **Schedule A** hereto, the Purchaser accepts and confirms that the Promoter shall have the sole right and discretion in modifying the details and facilities of the Recreation Centre/Club at the sole discretion of the Promoter.
- 13.7.3 **Recreation Centre/Club Costs and Membership:** All co-owners of the building at the said Project will become members of the Club/Recreation Centre and the rules thereof shall be framed by the Promoter. The Purchaser (and if there are more than one Purchaser, then only one of them) shall be given membership of the Recreation Centre/Club. The Annual subscription (non-refundable) for the Recreation Centre/Club shall be Rs. 6,000/- per annum, plus applicable GST, payable in advance and such charges shall be compulsorily payable by the Purchaser irrespective of the Purchaser using the Recreation Centre/Club or not. The subscription charges shall be determined by the Promoter till handover to the Association post which the same shall be determined by the Association. The membership will entitle entry and usage of the Recreation Centre/Club to the member (Purchaser) and his / her immediate family subject to a maximum of 5 persons for three-bedroom Flat/Apartment and maximum of 7 persons for four-bedroom Flat/Apartment. It would be pertinent to mention that some of the facilities at the Recreation Centre/Club shall be available free of cost while others will be on "pay and use" basis. Detailed terms and conditions of membership, different charges and rules and regulations governing the usage of the Recreation Centre/Club will be formulated in due course and circulated to all the members which they will have to abide. In case the unit / apartment is transferred, the membership will automatically stand transferred to the transferee of the unit/ apartment and the transferor will cease to be member of the Recreation Centre/Club. Further all costs and expenses for and relating to the Recreation Centre/Club facilities (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the Co-owners of the Project in common with the co-owners of the Whole Complex. The Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof.
- 13.7.4 **Administration of the Recreation Centre/Club:** The Club/ Recreation centre will be under the Supervision and Management of the Promoter and the Association of the Co-owners of the First Phase and the Associations of co-owners of the Project upon being formed or a Federation of the association shall from time to time be given the

responsibilities in respect of the Recreation Centre/Club at such time in such manner and on such terms and conditions as the Promoter may deem fit and proper.

13.8 Overall Project Related :

- 13.8.1 **Car Parking Areas:** The Project contains open, covered, basement and mechanical parking spaces as per sanctioned plans. In addition, the Project also contain open spaces which do not form a part of the Common Areas but which can be used for parking (hereinafter referred to as "**Open Parking Areas**"). For a regulated and disciplined use of these spaces, the Promoter has reserved the right to allot parking rights in these Open Parking Areas to (i) those co-owners who need the same and apply for the same with preference being given by the Promoter to those co-owners who do not otherwise have any parking space in the Project and (ii) for parking by the guest and/or visitors of the co-owners of the Project with prior written permission of the Maintenance In-charge. The co-owners agrees and undertakes neither to raise any dispute or objection in respect of the allotment of parking made by the Promoter in respect of the Open Parking Areas to any other co-owners nor to disturb the use of the allotted parking space by the concerned co-owner. The Promoter may allot parking facility in the Project to any co-owners of First Phase and may allot parking facility in the First Phase to any co-owner of the Project.
- 13.8.2 The Mechanical Parking System shall be managed, maintained and up-kept by the Maintenance In-charge until such time as such Unit Holders or two-third majority of them decide to manage, maintain and up-keep the same themselves. All costs and expenses relating to the Mechanical Parking System (including its running, maintenance, operation, repair, replacement, renovation, insurance etc.,) shall be payable by the Unit Holders who take parking facility in the Mechanical Parking System proportionately and the same shall so long the same is maintained by the Maintenance In-charge be paid by them to the Maintenance In-charge separately against bills raised by the Maintenance In-charge for the same. Any use of the Mechanical Parking System by the Unit Holders shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge 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 Parking System to which the Purchaser hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.
- 13.8.3 In case the Purchaser taking parking space in the Mechanical Parking System, the co-owners' proportionate share in the expenses and outgoings relating to the Mechanical Parking System shall be the proportion in which the number of parking spaces in the Mechanical Parking System taken by the Purchaser may bear to the total number of parking spaces in the Mechanical Parking System. The co-owners' proportionate share in several matters referred to herein shall be the proportion in which the carpet area of the Unit may bear to the carpet area of all the Units in the Project. It is clarified that while determining the proportionate share of the Purchaser in the various matters referred herein, the decision of the Promoter on any variations shall be binding on the Purchaser.
- 13.8.4 The Promoter has made provisions for installation of EV charging system as required under law with related sub/prepaid meters for charging electric motor cars for use by the Purchaser upon pre-payment of charges for the same to the Maintenance In-charge. All costs and expenses for the upkeep and maintenance of such EV charging system shall form part of the Common Expenses. The cost for setting up the EV charging system shall be paid by the persons desirous of taking the facility and subject to the Promoter agreeing to provide the same to the concerned Purchaser.

- 13.8.5 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same in the manner and on the terms and conditions deemed fit and proper by the Promoter.
- 13.8.6 **Commencement of power supply from Generator:** The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-Owner (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Unit 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, at any time, the said requirement of minimum percentage of occupancy.
- 13.8.7 **Non Obstruction in Project:** The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any addition or alteration of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.
- 13.8.8 **Architect & engineers:** Unless changed by the Promoter, M/s. INNATE of 26/2 Ballygunge Circular Road, Udayan Park, Flat No.7, 3rd Floor, Kolkata 700019 shall be the Architect and Mr. Utpal Santra of MNC Consultants Private Limited of MNC House, 1516 Rajdanga Main Road, Kolkata700107 shall be structural engineers/consultant for the Project.
- 13.8.9 **Name of the Project:** The Project shall bear the name "Morya" or such other name as be decided by the Promoter from time to time. The Blocks shall also bear the names "A-1" and "A-2" 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.
- 13.9 **Future Expansion Related:**
- 13.9.1 The Purchaser accepts, acknowledges and confirms that the Promoter shall have the sole and 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 including additional floors/storeys on the buildings and other vertical and horizontal expansion and commercial exploitation and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person or persons on such terms and conditions as the Promoter in its absolute discretion may think fit and proper.
- 13.9.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Part-III of Schedule D**. The Promoter shall take any further consent, if required, from the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld. The Purchaser hereby authorizes and empowers the Promoter to do so as the attorney of the Purchaser.
- 13.10 **HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Purchaser shall be subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules below ("**House Rules**") which the Purchaser shall be obliged and responsible to comply with strictly:

- 13.10.1 to use the Unit 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-Owner.
- 13.10.2 that unless the right of parking is expressly granted and mentioned in Clause 2 of **Schedule B** hereinabove written ("**Parking Facility**"), the Purchaser shall not park any motor car or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Purchaser in deviation or violation of this clause and/or the applicable conditions for Parking Facility.
- 13.10.3 In case the Purchaser has applied for and has been allotted Parking Facility, the same shall be subject to the following conditions: -
- (i) The Purchaser shall pay the Parking Facility Maintenance Charges, if any, punctually and without any delay or default
 - (ii) the Purchaser shall not park any motor car or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever;
 - (iii) the Purchaser shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Facility.
 - (iv) 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.
 - (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (vi) The Purchaser 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 Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (vii) This right to use car parking space does not confer any right of Ownership of the space on which such Parking Facility is provided.
 - (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be super ceded by such legislation, rule, bye-law or order and for which the Purchaser shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
 - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.
 - (x) In case the Purchaser is provided facility of parking which is inter-dependent with any other Parking Facility in the whole complex or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car of the other Unit owner of such facility and shall use the dependent facility in mutual co-operation with the other facility holder.

- (xi) In case the Purchaser is provided facility of parking in the Mechanical Parking System, the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the Parking Facility if taken by the Purchaser in the Mechanical Parking System shall be subject to Force Majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge 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 Parking System.
- 13.10.4 In case the Purchaser has not been agreed to be granted any Parking Space, the Purchaser shall not park any motor car or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever
- 13.10.5 In case the Purchaser has applied for and has been allotted rights over any open terrace, and mentioned in the **Schedule B** herein below written ("**Open Terrace**") the same shall be subject to the following conditions:
- (i) The Purchaser shall not cover, enclose, construct upon or make any addition or alteration to the open terrace and shall always keep the same open to sky.
 - (ii) The Purchaser shall not use the open terrace for any function where loud music is played or where lights disturbing other occupants are used.
 - (iii) The Purchaser shall not do or put any soil or plantation nor do or permit any accumulation of water or cause any leakage, dampness or damage to the other portions of the Building in any manner.
 - (iv) No construction or storage of any nature shall be permitted thereon nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (v) The Purchaser shall not grant transfer let out or part with the open terrace rights independent of the Designated Apartment nor vice versa.
 - (vi) The Purchaser shall comply with all legislation, rule, bye-law or order including changes in law as applicable to the open terrace.
 - (vii) The terms and conditions on the user of the open terrace as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the use of the open terrace.
- 13.10.6 The use of the Common Areas including but not limited to the Recreation Centre/Club shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Recreation Centre/Club) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any facility at Recreation Centre/Clubby the Purchaser or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Recreation Centre/Club.

- 13.10.7 Not to make any construction or addition or alteration or enclose any Common Areas, the Recreation Centre/Club 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.
- 13.10.8 Not to claim any access or user of any other portion of the Project except the Designated Block and the Common Areas, the Recreation Centre/Club mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 13.10.9 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 Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
- 13.10.10 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.
- 13.10.11 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 Designated Block 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 Designated Block or any part thereof.
- 13.10.12 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 13.10.13 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 13.10.14 Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Designated Block or the Project Land or the Whole Complex Land save the battery-operated inverter inside the Designated Apartment.
- 13.10.15 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

- 13.10.16 Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 13.10.17 No bird or animal shall be kept or harbored 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.
- 13.10.18 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the Designated Block 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 Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 13.10.19 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 Project Land and the Whole Complex Land by the Vendors and the Promoter and all other persons entitled thereto.
- 13.10.20 To maintain at its own costs and expenses the firefighting system and equipments installed inside the Unit and to keep the Unit free from all hazards relating to fire
- 13.10.21 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 Designated Block 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.
- 13.10.22 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 Designated Block or may cause any increase in the premia payable in respect thereof.
- 13.10.23 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Vendors, the Promoter or to the other co-owner of the Designated Block. 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 Designated Block and/or the Project Land and/or the Whole Complex Land and/or outside walls of the Designated Block save in the manner indicated by the Promoter or the Maintenance In-charge.
- 13.10.24 To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Purchaser.

- 13.10.25 Not to commit or permit to be committed any alteration or changes in, or draw from outside the Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 13.10.26 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Project Land and the Whole Complex Land and other Common Purposes.
- 13.10.27 Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land and the Whole Complex 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 and the Whole Complex Land.
- 13.10.28 to use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 13.10.29 To maintain at his own costs, the Unit (including but not limited to the grills installed thereat) 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, Kolkata Municipal Corporation, CESC 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 facilities and amenities at the Project.
- 13.10.30 Not to alter the outer elevation or façade or colour scheme of the Designated Block (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 herein below nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Block 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.
- 13.10.31 not to fix or install air conditioners in their respective Flats / Apartments save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Purchaser installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, such Purchaser shall be liable to forthwith remove the air conditioner/s at its own costs. Further, before installation, the co-owners / Unit Holders shall also get the layout plan of the air conditioner/s to be installed in their respective Flats / Apartments approved by the Promoter and shall further ensure that all water discharged by the air conditioning units is drained within their respective Flats / Apartments.

- 13.10.32 Not to install any box grill at the Unit or any of its windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects and upon such approval, may install such grill at their own costs and expenses.
- 13.10.33 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 13.10.34 Not to use the Unit and the Parking Facility, if any 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-owner.
- 13.10.35 not to change/alter/modify the name of the Project and/or the Building therein from those mentioned in this Deed.
- 13.10.36 Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.
- 13.10.37 The Purchaser agrees, declares and confirms that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.
- 13.11 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):
- 13.11.1 Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Municipality, BLLRO and/or any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land and/or the Whole Complex Land.
- 13.11.2 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute, rules or regulations whether existing or as may be imposed or levied at any time in future on in respect of the Designated Apartment and/or any component thereof and/or the Building and/or the Project Land and/or the Whole Complex and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building and/or the Project Land and/or the Whole Complex Land or any part thereof.
- 13.11.3 Electricity charges for electricity consumed in or relating to the Unit

- 13.11.4 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment or any part thereof 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-Owner, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- 13.11.5 Proportionate share of all Common Expenses (including those mentioned in **SCHEDULE E** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. ____/- (Rupees _____) only per Square foot per month of the Unit Area for CAM. 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.
- 13.11.6 Parking Facility Maintenance Charges amounting to Rs. ____/- per annum per Parking Facility, if any.
- 13.11.7 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 13.11.8 Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per the prevalent rates.
- 13.11.9 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 13.12 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.
- 13.12.1 The maintenance charges do not include any payment or contribution towards the Recreation Centre/Club payable by the Purchaser as per stipulations made elsewhere in this Deed therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser 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, the maintenance charges and all such payments shall be made by the Purchaser irrespective of whether or not the Purchaser 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 claimed as a ground for the non-payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 13.12.2 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from _____(hereinafter referred to as "the **Liability Commencement Date**").

- 13.12.3 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for two months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Activity Centre shall be suspended and the Maintenance-in-charge shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Purchaser and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 13.12.4 It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.
- 13.12.5 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the Land 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 Purchaser and shall also indemnify the Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 13.12.6 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 2 (two) years from the date of the Occupancy certificate.
- 13.12.7 Common Expenses ("**Common Expenses**") shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **SCHEDULE E** hereto.
- 13.13 **Acknowledgments, Exceptions and Reservations:** The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under clause H above and under the other provisions of this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities envisaged under clause H above and/or the following rights and authorities at any time and from time to time hereafter: -
- 13.13.1 The Promoter has utilized the unutilized and/or additional sanctionable constructed areas (F.A.R.) in respect of the First Phase Land in respect of portion of the Project. The Promoter shall further be entitled at any time hereafter to utilize any additional FAR (due

to change of laws or rules and/or advantages on account of Green Building or Metro Corridor or otherwise) as may be sanctionable in respect of the Project Land and/or First Phase Land within First Phase or the Project area as the Promoter may deem fit and proper and such utilization may be by way of construction of additional floors or storeys on the buildings or any new blocks thereof at the Project Land at any time before or after completion of construction of the buildings at the Project Land and such right is being hereby excluded and reserved unto the Promoter. The Purchaser accepts any consequential variation in the shares in land and Common Areas attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.

- 13.13.2 For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested co-owners applying for the same in an organized manner whereby each applicant co-owner shall be allotted, Parking Facility of the type applied by him in an identified dependent or independent space.
- 13.13.3 The Promoter shall be entitled to add or convert any open parking space areas in the Building Complex into stack parking or multi-level parking by the Promoter and get the same approved as per applicable rules of Kolkata Municipal Corporation in respect thereof.
- 13.13.4 The common areas and amenities of the project in First Phase (except those specific to individual buildings therein) and those in the Project (except those specific to individual buildings in the Project) shall be for common use by the unit holders of both phases in common with the Vendors and the Promoter including the multi facility club for the common use of owners and occupiers of both phases of the Project ("**Recreation Centre/Club**"). The construction in respect of the club has already been undertaken in the First Phase.
- 13.14 The Purchaser is aware that the Project/ Whole Complex is pre-certified with gold rating by Indian Green Building Council (IGBC).
- 13.15 The promoter has availed in the Project the additional FAR attributable to the pre-certified Green Building norms of the Kolkata Municipal Corporation available for the First Phase and the Project Land.
- 13.16 The Purchaser shall remain bound to abide by the practices, norms, guidelines for Green Homes, both within the Whole Complex as well as the said Unit, as may be prescribed by the authorities for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Whole Complex. The Purchaser shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA / Pollution Control Board / IGBC in relation to the operation and maintenance (O & M) of the common facilities viz. STP, Solid Waste System, Solar Street Lights etc., within the Project/ Whole complex are duly and regularly observed, fulfilled and abided by the Purchaser and the Association.
- 13.16.1 Inasmuch as all the common areas and amenities of the project in First Phase (except those specific to individual buildings therein) and those in the Project (except those specific to individual buildings in the Project) shall be for common use by the unit holders of both phases in common with the Vendors and the Promoter, the Promoter may continue the same Association as may be formed for the First Phase, as Association for the Project. However, if due to requirements of law or any other reason deemed fit by the Promoter, separate associations are formed for the First Phase and the Project then the common areas shall be under control of the Federation of such associations.

- 13.16.2 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary, Main entrance of the Whole Complex common areas and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as Project Branding") and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Sugam", "Diamond", "Soham" and "Multicon" etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Purchaser nor the Purchaser's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Purchaser or the Maintenance In-charge. The Purchaser further agrees not to use the name/mark "Sugam", "Diamond", "Soham" and "Multicon" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.
- 13.16.3 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 vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, v-sat, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the Designated Block and/or spaces surrounding the same including but not limited to their respective roofs, 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 of them or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/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 belong to the Promoter and the Promoter may use the same to subsidize/meet the Common Expenses to that extent.
- 13.16.4 The Purchaser has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Purchaser unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

13.17 COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 13.17.1 The Purchaser shall with effect from the Liability Commencement Date, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the 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 Buildings, or the Unit, Parking Facility, if any, or the common areas including staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 13.17.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
- 13.17.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the Maintenance In-charge. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 14 **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PURCHASER:** The Purchaser is entering into this Deed for the allotment of the Designated Apartment with full knowledge of all the laws, rules, regulations, notifications applicable to the Project in general and this Project in particular. The Purchaser hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and uses the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Designated Apartment at his own cost.
- 15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the occupancy certificate in respect of the Building in the Project has been issued by the competent authority(ies) except as provided for elsewhere in these presents and/or in the Act.
- 16 **ENTIRE CONTRACT:** This Deed along with its schedules read with the consistent terms and conditions of the Sale Agreement shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
- 17 **PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.

- 18 **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 19 **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- 20 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other co-owner(s) in the Project, the same shall be equal to the proportion which the carpet area of the Unit bears to the total carpet area of all the Unit in the Project.
- 21 **FURTHER ASSURANCES:** All Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
- 22 **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at Kolkata.
- 23 **NOTICES:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned in the Sale Agreement. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
- 24 **GOVERNING LAW:** That the rights and obligations of the Parties arising out of or under this Deed shall be construed and enforced in accordance with the applicable laws of India for the time being in force.
- 25 **DISPUTE RESOLUTION:** All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.
- 26 **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

SCHEDULE 'A'**PART-I****WHOLE COMPLEX LAND**

All That the municipal premises No.88A Basanta Lal Saha Road (popularly known as B.L. Saha Road) (formerly a divided and demarcated portion of Premises No.88 Basanta Lal Saha Road, Kolkata 700053), Police Station Behala, P.O. New Alipore, Kolkata 700053, in Ward No.116 of the Kolkata Municipal Corporation, having a land area of 15 Bighas 11 Cottahs 00 Chittacks 36.55 Square Feet (after reduction of 359.7 Sq.Mts. equivalent to 5 Cottahs 6 Chittacks more or less that had been gifted to the Kolkata Municipal Corporation) more or less, and comprised of entire R.S. Dag Nos.533, 534, 535, 536 and 537 and portions of R.S. Dag Nos.516, 517, 518, 519, 530, 531, 532, 538, 539, 540 and 541 all recorded in R.S. Khatian Nos.34, 36, 38, 81, 90 and 689 all in Mouza Italgata, J.L. No.10, in the District of South 24 Parganas in the State of West Bengal and butted and bounded as follows:

- On the North:** Partly by Pre. No. 61/2 B.L. Saha Road and partly by Pre. No. 143 B.L. Saha Road;
- On the East:** Partly by Basanta Lal Saha Road (including land gifted to KMC by the Vendors and/or their predecessors in title) and partly by Pre. No. 143 B.L. Saha Road;
- On the South:** By several others' properties;
- On the West:** By several others properties;

OR HOWSOEVER OTHERWISE the same now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described and/or distinguished.

PART-II**PROJECT LAND**

All That piece or parcel of land having an area of 8,143.7376 square meters more or less out of the Whole Complex Land.

PART-III**(PROJECT / SECOND PHASE)****BUILDING DETAILS**

1. Block A-1 having one basement, ground floor and eighteen upper floors as per sanctioned plan dated 01-12-2017.
2. Block A-2 having one basement, ground floor and eighteen upper floors as per sanctioned plan dated 01-12-2017.
3. Common Amenities and Facilities as mentioned in Part-VI of Schedule A hereto.

SCHEDULE A-1**CHAIN OF TITLE:**

- A. At all material times, one Pashupati Bhattacharjee was the sole and absolute owner of **ALL THOSE** several pieces and parcels of contiguous land containing an area of 15 Bighas 02 Cottahs 01 Chittacks 12 Square Feet more or less situate lying at and being a divided and demarcated portion of Premises No.88, Basanta Lal Saha Road (popularly known as B. L. Saha Road), Kolkata – 700053 and comprised of entire R.S.Dag Nos.533, 534, 535, 536 and 537 and portions of R. S. Dag Nos.516, 517, 518, 519, 532, 538, 539 and 540 all recorded in R. S. Khatian Nos.36, 38, 81, 90 and 689 all in Mouza Italgata, J.L.No.10, under Police – Station Behala in the District of South 24 Parganas together with buildings dwelling houses out-houses sheds and structures thereon and hereinafter referred to as “the **Bigger Property**”.
- B. The said Pashupati Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 2nd May, 1955 and upon his death his seven sons Sankari Prasad Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Bhabani Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee and wife Nayantara Debi inherited and became entitled to his estate including the said Bigger Property. The said Nayantara Debi acquired a limited estate which became absolute with the coming into effect of the Hindu Succession Act, 1956 and accordingly, she and her said seven sons became the absolute owners of the Bigger Property in equal undivided one-eighth shares each.
- C. By a Deed of Gift dated 29th May, 1962 made between Nayantara Debi as donor therein and her abovenamed seven sons Sankari Prasad Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Bhabani Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee as donees therein and registered with the Joint Sub-Registrar of Alipore at Behala in Book No.I, Volume No.26, Pages 143 to 156 Being No.2373 for the year 1962, the said Nayantara Debi, in consideration of her natural love and affection towards her seven sons, granted conveyed transferred assigned and assured by way of gift, amongst other properties, her undivided one-eighth part or share of and in the Bigger Property, unto and in favour of her abovenamed seven sons in equal shares, absolutely and over.
- D. In the premises, the said seven sons of Pashupati Bhattacharjee namely Sankari Prasad Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Bhabani Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee became seized and possessed of and well and sufficiently entitled to as the absolute owners of, amongst other properties, the Bigger Property in equal undivided one-seventh shares each and their names were recorded in the finally published R.S. Records of Rights under the said Khatian Nos.36, 38, 81, 90 and 689.
- E. The said Bhabani Prasad Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died a bachelor on 13th November, 1983 after making and publishing his Last WILL dated 1st September, 1983 (hereinafter referred to as “**the last WILL**”) whereby and whereunder he appointed his brother Rama Prasad Bhattacharjee as the Sole Executor to his Will and gave devised and bequeathed, unto and to his six brothers, Sankari Prasad

Bhattacharjee, Kamala Kanta Bhattacharjee, Iswari Prasad Bhattacharjee, Sailendra Prasad Bhattacharjee, Kingshuk Bhattacharjee and Rama Prasad Bhattacharjee, all his immovable properties (which, inter alia, included his undivided one-seventh part or share of and in the Bigger Property), absolutely and forever. Consequent to the said Will of Bhabani Prasad Bhattacharjee, the said Rama Prasad Bhattacharjee, being the Sole Executor and having accepted the office of Executorship, the estate of the said Bhabani Prasad Bhattacharjee including his undivided one-seventh share or interest into or upon the Bigger Property stood vested in him.

- F. The said Kamala Kanta Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 7th November, 1998 leaving him surviving four sons and four daughters namely, (a) Uday Bhattacharjee, (b) Kalyan Bhattacharjee, (c) Alope Bhattacharjee, (d) Kanchan Bhattacharjee, (e) (Sm.) Chameli Mukherjee, (f) (Sm.) Dipa Banerjee (alias Sefali Bhattacharjee) (g) (Sm.) Minakshi Mukherjee and (h) Hansi Rani Bhattacharjee as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled his undivided one-seventh share of and in the Bigger Property, absolutely in equal 1/56th undivided shares together with all his rights and entitlement as one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.
- G. The said Hansi Rani Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, subsequently died intestate and unmarried on 25th November, 2005 leaving her surviving said four brothers and three sisters namely, (a) Uday Bhattacharjee, (b) Kalyan Bhattacharjee, (c) Alope Bhattacharjee, (d) Kanchan Bhattacharjee, (e) (Sm.) Chameli Mukherjee, (f) (Sm.) Dipa Banerjee and (g) (Sm.) Minakshi Mukherjee, as her only heirs heiresses and legal representatives who all upon her death inherited and became entitled to her 1/56th undivided part or share of and in the Bigger Property, absolutely in equal 1/392th undivided shares Together With all her rights and entitlement as the heiress of said Kamala Kanta Bhattacharjee, one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.
- H. The said Iswari Prasad Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 30th January, 2000 leaving him surviving wife, three sons and two daughters namely, (a) (Sm.) Bijali Bhattacharjee, (b) Ranjan Bhattacharjee, (c) Joydeb Bhattacharjee (d) Abhijit Bhattacharjee, (e) (Sm.) Sukla Banerjee and (f) (Sm.) Shubhra Chakraborty, as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled his undivided one-seventh part or share of and in the Bigger Property, absolutely in equal undivided 1/42nd shares Together With all his rights and entitlement as one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.
- I. The said Sankari Prasad Bhattacharjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 27th November, 2002 leaving him surviving three sons and three daughters namely (a) Probhat Kumar Bhattacharjee, (b) Priya Kumar Bhattacharjee, (c) Pranab Bhattacharjee (d) (Sm.) Nilima Mukherjee (e) (Sm.) Doli Bhattacharjee and (f) (Sm.) Jaya Ghosal, as his only heirs heiresses and legal representatives who all upon his death inherited and became entitled his undivided one-seventh part or share of and in the Bigger Property, absolutely in equal undivided 1/42nd shares Together With all his rights and entitlement as one of the legatees under the said Will of Bhabani Prasad Bhattacharjee.

- J. In the premises, the persons named below (hereinafter collectively referred to as “the **Previous Owners**”) became seized and possessed of and well and sufficiently entitled to as the absolute owners of the Bigger Property in the shares mentioned below corresponding to their names:

Sl. No.	Name of the Previous Owners	Undivided Share
1.	Sailendra Prasad Bhattacharjee	1/7 th share
2.	Rama Prasad Bhattacharjee-	1/7 th share
3.	Kingshuk Bhattacharjee-	1/7 th share
4a	Probhat Kumar Bhattacharjee-	1/42 nd share
4b	Priya Kumar Bhattacharjee-	1/42 nd share
4c	Pranab Bhattacharjee-	1/42 nd share
4d	(Sm.) Nilima Mukherjee-	1/42 nd share
4e	(Sm.) Doli Bhattacharjee-	1/42 nd share
4f	(Sm.) Jaya Ghoshal-	1/42 nd share
5a	Uday Bhattacharjee-	1/49 th share
5b	Kalyan Bhattacharjee-	1/49 th share
5c	Aloke Bhattacharjee-	1/49 th share
5d	Kanchan Bhattacharjee-	1/49 th share
5e	(Sm.) Chameli Mukherjee-	1/49 th share
5f	(Sm.) Dipa Banerjee-	1/49 th share
5g	(Sm.) Minakshi Mukherjee-	1/49 th share
6a	(Sm.) Bijali Bhattacharjee-	1/42 nd share
6b	Ranjan Bhattacharjee-	1/42 nd share
6c	Joydeb Bhattacharjee-	1/42 nd share
6d	Abhjit Bhattacharjee-	1/42 nd share
6e	(Sm.) Sukla Banerjee-	1/42 nd share
6f	(Sm.) Shubhra Chakraborty-	1/42 nd share
7	Rama Prasad Bhattacharjee, as the Sole	1/7 th share
	TOTAL:	100% Share

Executor to the Estate of Bhabani Prasad Bhattacharjee, deceased, appointed by and under the said Will

- K. One M.C. Mowjee & Company was fully seized and possessed of and well and sufficiently entitled to, amongst other properties, All those pieces and parcels of contiguous landed properties containing an aggregate area of 20 Cottahs more or less comprised of portions of (a) R.S. Dag No.530 measuring 07 Cottahs 14 Chittacks more or less, (b) R.S. Dag No.531 measuring 06 Cottahs more or less and (c) R.S. Dag No.541 measuring 06 Cottahs 02 Chittacks more or less, all recorded in R.S. Khatian No.34 in the said Mouza Italgata (hereinafter collectively referred to as “the said **20 Cottah Property**”).
- L. By five Indentures of Conveyance all registered with the Registrar of Assurances, Calcutta, (i) one dated 21st September, 1968 and registered in Book I, Volume No.148, Pages 191 to 210, Being No.4598 for the year 1968, (ii) another one dated 23rd September, 1968 and registered in Book I, Volume No.169, Pages 7 to 25, being No.4618 for the year 1968, (iii)

another one dated 24th September, 1968 and registered in Book I, Volume No.161, Pages 52 to 71, being No.4655 for the year 1968, (iv) another one dated 24th September, 1968 and registered in Book I, Volume No.170, pages 31 to 50, Being No.4656 for the year 1968 and (v) the last one dated 25th September, 1968 and registered in Book I, Volume No.169, Pages 45 to 63, Being No.4703 for the year 1968, the said M.C. Mowjee and Company, for the consideration therein mentioned, granted sold conveyed transferred assigned and assured unto and to M.C. Mowjee and Company Private Limited, amongst other properties, the said 20 ottah Property, absolutely and forever.

- M. By a Deed of Exchange dated 15th April, 1969 made between M.C. Mowjee and Company Private Limited as First Party therein and said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee as Second Party therein and registered with the Joint Sub Registrar of Alipore at Behala in Book I, Volume No.24, pages 234 to 241, Being No.1676 for the year 1969, the said M.C. Mowjee and Company Private Limited, in exchange of certain properties conveyed by the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee to it thereunder, thereby granted conveyed and transferred unto and to the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee amongst other properties, the said 20 Cottah Property, absolutely and forever.
- N. The said 20 Cottah Property was included in as part of Premises No.88, B.L. Saha Road in the records of the Kolkata Municipal Corporation.
- O. By an Indenture of Conveyance dated 16th August, 2005 and registered with the Additional Registrar of Assurances – I, Kolkata in Book No.I, Volume No.1, Pages 1 to 37, Being No.10926 for the year 2005, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee, for the consideration therein mentioned, granted sold conveyed and transferred a divided and demarcated portion containing an area of 05 Cottahs 10 Chittacks 19 Square Feet more or less comprised of a portion of R.S. Dag No.541 forming part of the said 20 Cottah Property to one Salil Kumar Chowdhury, absolutely and forever.
- P. After the sale made by the said Indenture of Conveyance dated 16th August, 2005, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee continued to be seized and possessed of and well and sufficiently entitled to as the absolute owners of the remaining 14 Cottahs 05 Chittacks 26 Square Feet more or less as and being a portion of the said Premises No.88, Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata 700053 comprising of portions of R.S. Dag Nos.530, 531 and 541 all recorded in R.S. Khatian No.34 in the said Mouza Italgata, together with building dwelling houses sheds and structures thereon and hereinafter referred to as “the **Smaller property**”.
- Q. By an Agreement for Sale dated 9th April, 2008 and supplemented by an Agreement (in the form of a letter) dated 17th August, 2010 (hereinafter referred to as “the said Sale Agreement”) entered into between the said Previous Owners and Orbit Towers Private Limited, the said Previous Owners agreed to sell and transfer and the said Orbit Towers Private Limited agreed to purchase and acquire the entirety of the Bigger Property and Smaller Property lying adjacent and contiguous to each other and containing an aggregate area of 15 Bighas 16 Cottahs 06 Chittacks 38 Square Feet more or less either in its own name or in the name of its nominee and/or nominees, free from all encumbrances mortgages charges leases tenancies occupancies liens lispendens restrictions restrictive

covenants attachments trusts uses debutters claims demands acquisition requisition alignment and liabilities whatsoever or howsoever and with complete vacant possession at or for a total consideration of Rs.10,00,00,000/= (Rupees ten crores) only.

- R. The said Orbit Towers Private Limited decided to obtain the Deed of Conveyance and/or Transfer in respect of undivided one half part or share of and in both the Bigger Property and Smaller Property in its favour at a consideration of Rs.5,00,00,000/= (Rupees five crores) only and for the remaining undivided one-half part or share of and in such Bigger Property and Smaller Property the said Orbit Towers Private Limited irrevocably nominated South City Projects (Kolkata) Limited in its place and stead and requested the Previous Owners to execute the Deed of Conveyance and/or Transfer in respect thereof directly in favour of the said South City Projects Kolkata) Limited at a consideration of Rs.5,00,00,000/= (Rupees five crores) only.
- S. By an Indenture of Conveyance dated 25th August, 2010 and registered with the District Sub Registrar-II, Alipore, South 24 Parganas in Book I, Volume No.30, Pages 3926 to 3968 Being No.08762 for the year 2010 (a) all the 23 Previous Owners named in Recital I above, for the consideration of Rs.4,78,00,000/= (Rupees four crores seventy eight lakh) only granted sold conveyed transferred assigned and assured undivided one half part or share of and in the Bigger Property unto and in favour of the Orbit Towers Private Limited absolutely and forever and the 22 Previous Owners named in Serial Nos.1, 2, 3, 4a to 4f, 5a to 5g and 6a to 6f of the Recital I above, as being the only persons entitled to the benefits in respect of the undivided one-seventh share of the said deceased Bhabani Prasad Bhattacharjee concurred, confirmed and assured the sale of undivided one –seventh share made thereby by the sole executor of the said Will of the said Bhabani Prasad Bhattacharjee, namely Rama Prasad Bhattacharjee being the Previous Owner named in Serial No.7 of Recital I above in favour of the said Orbit Towers Private Limited and Smt. Urmila Banerjee, being the sole surviving sister of the said deceased Bhabani Prasad Bhattacharjee joined in as Confirming Party thereto and concurred and confirmed the sale made thereby by the said Previous Owner named in Serial No.7 of Recital I above in favour of the said Orbit Towers Private Limited and (b) along with the sale of the said share in the Bigger property, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee, being two of the Previous Owners named in Serial Nos.1 and 2 of Recital I above, for the consideration of Rs.22,00,000/= (Rupees twenty two lakhs) only also granted sold conveyed transferred assigned and assured undivided one-half part or share of and in the Smaller Property of the said Orbit Towers Private Limited absolutely and forever.
- S1. By another Indenture of Conveyance dated 25th August 2010 and registered with the District Sub Registrar-II, Alipore, South 24 Parganas in Book I, Volume No.30, Pages 3969 to 4012, Being No.08764 for the year 2010, (a) all the 23 Previous Owners named in Recital I above, for the consideration of Rs.4,78,00,000/= (Rupees four crores seventy eight lakh) only granted sold conveyed transferred assigned and assured undivided one-half part or share of and in the Bigger Property unto and in favour of the said South City Projects (Kolkata) Limited absolutely and forever And the 22 Previous Owners named in Serial Nos.1, 2, 3, 4a to 4f, 5a to 5g and 6a to 6f of Recital I above, as being the only persons entitled to the benefits in respect of the undivided one-seventh share of the said deceased Bhabani Prasad Bhattacharjee concurred, confirmed and assured the sale of undivided one seventh share made thereby by the Sole Executor of the said Will of the said Bhabani Prasad

Bhattacharjee, namely Rama Prasad Bhattacharjee being the Previous Owner named in Serial No.7 of Recital I above in favour of the said South City Projects (Kolkata) Limited and Smt. Urmila Banerjee, being the sole surviving sister of the said deceased Bhabani Prasad Bhattacharjee joined in as Confirming Party thereto and concurred and confirmed the sale made thereby by the said Previous Owner named in Serial No.7 of Recital I above in favour of the said South City Projects (Kolkata) Limited and (b) along with the sale of the said share in the Bigger Property, the said Sailendra Prasad Bhattacharjee and Rama Prasad Bhattacharjee, being two of the Previous Owners named in Serial Nos.1 and 2 of the Recital I above, for the consideration of Rs.22,00,000/= (Rupees twenty two lakh) only also granted sold conveyed transferred assigned and assured undivided one-half part or share of and in the Smaller Property unto and in favour of the said South City Projects (Kolkata) Limited absolutely and forever and (c) the said Orbit Towers Private Limited joined in as a Confirming Party thereto also and concurred and confirmed such sale of the said share in the Bigger Property and in the Smaller property unto and infavour of the said South City Projects (Kolkata) Limited.

- T. In the premises, the said Orbit Towers Private Limited and South City Projects (Kolkata) Limited became seized and possessed of and well and sufficiently entitled to as the absolute owners of the Bigger Property and Smaller property lying adjacent to each other and containing an aggregate area of 15 Bighas 16 Cottahs 6 Chittacks 38 Square Feet more or less (in short collectively called "the **Larger Property**") in equal undivided one-half shares each.
- U. The said Larger Property measuring 15 Bighas 16 Cottahs 06 Chittacks 38 Square Feet more or less was separately re-assessed and numbered by the Kolkata Municipal Corporation as Premises No.88A, Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata 700053 and the said Orbit Towers Private Limited and the said South City Projects (Kolkata) Limited caused to be mutated their names as owners of the said Property in the records of the Kolkata Municipal Corporation vide Assessee No.41-116-03-0728-0 and also in the records of the B.L. & L.R.O., Behala in respect of entire R.S. Dag Nos.533, 534, 535, 536 and 537 and portions of R.S. Dag Nos.516, 517, 518, 519, 530, 531, 532, 538, 539, 540 and 541 under R.S. Khatian Nos.34, 36, 38, 81, 90 and 689. Further the additional District Magistrate and District Land and Land Reforms Officer granted conversion in respect of the land contained in the said R.S. Dag Nos.516, 517, 518, 519, 530, 532, 533, 534, 535, 536, 537, 538, 539, 540 and 541 forming part of the said Larger Property to "Housing Complex" on 27.05.2015.
- V. The Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 pursuant to an application in compliance with Rule 4 (4) of the Building Rules, 1990 of the Kolkata Municipal Corporation has issued a No Objection Certificate dated 26th December, 2016 to the said Orbit Towers Private Limited and South City Projects (Kolkata) Limited inter-alia stating that they do not have any objection if sanction is accorded to the plan by the Kolkata Municipal Corporation for construction of a building at the said Property and that the said Orbit Towers Private Limited and South City Projects (Kolkata) Limited do not appear to hold any land in excess of the ceiling limit prescribed under the provisions of the said Act of 1976 against the said Property.

- W. Plan for construction of a building complex at the said Property was sanctioned by the Kolkata Municipal Corporation (hereinafter referred to as "the said Sanction Plan") in the name of the said Orbit Towers Private Limited and South City Projects (Kolkata) Limited.
- X. For various reasons, the said South City Projects (Kolkata) Limited decided and agreed to sell to the said Orbit Towers Private Limited its undivided one half part or share of and in the said Larger Property containing an aggregate area of 15 Bighas 16 Cottahs 06 Chittacks 38 Square Feet more or less together with like share of and in all building dwelling houses out houses quarters sheds and structures thereon and together with the benefits of the said sanction Plan and all permissions and clearances obtained and/or pending in connection with the said Sanction Plan and relating to development of its undivided one half part or share of and in the said Larger Property free from all encumbrances with right to hold possession of entirety of the said Property absolutely at and for a total consideration of Rs.30,00,00,000/= (Rupees thirty crores) only and Orbit Towers Private Limited agreed to purchase the same as aforesaid at the said consideration in the name of itself and/or its nominee or Nominees, to which the said South City Projects (Kolkata) Limited has agreed.
- Y. In exercise of its rights, the said Orbit Towers Private Limited irrevocably nominated Sugam Griha Nirmaan Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. to the said South City Projects (Kolkata) Limited in its place and stead and requested the said South City Projects (Kolkata) Limited to convey its undivided one half part or share of and in the said Larger Property together with the benefits of the said Sanction plan and all permissions and clearances obtained and/or pending in connection with the said Sanction plan and relating to development of the its undivided one half part or share of and in the said Larger Property free from all encumbrances, directly in favour of the said Sugam Griha Nirmaan Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. in the following proportion at and for the same consideration of Rs. 30,00,00,000/- (Rupees thirty crores) only payable by the said Sugam Griha Nirman Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. to the said South City Projects (Kolkata) Limited as follows:

<u>Sl.</u>	<u>Name of Purchaser</u>	<u>Share conveyed</u>	<u>Consideration (RS.)</u>
(i)	Sugam Griha Nirmaan Ltd.	Undivided 1/4 th (25%)	15,00,00,000/=
(ii)	Goodluck Infradevelopers Pvt. Ltd.	Undivided 1/8 th (12.50%)	7,50,00,000/=
(iii)	Super Diamond Nirman Pvt. Ltd.	Undivided 1/8 th (12.50%)	7,50,00,000/=
TOTAL:			30,00,00,000/=

- Z. Accordingly by an Indenture of Conveyance dated 24th November, 2017 made between the said South City Projects (Kolkata) Limited, therein referred to as the Vendor and the said Sugam Griha Nirmaan Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. therein referred to as the Purchasers respectively and said Orbit Towers Private Limited therein referred to as the Confirming Party and registered in the office of District Sub- Registrar-II, Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1602 Pages 325112 to 325164 Being No.10743 for the year 2017, the said South City Projects (Kolkata) Limited for the consideration mentioned therein sold transferred, granted and conveyed its undivided one half part or share of and in the said Property unto and to the said Sugam Griha Nirmaan Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. as per the hare mentioned hereinabove, absolutely and forever;

- AA. In the events aforesaid the said Orbit Towers Private Limited, Sugam Griha Nirman Ltd., Goodluck Infradevelopers Pvt. Ltd. and Super Diamond Nirman Pvt. Ltd. (being the Vendors herein) became the owners of the said Larger Property, absolutely and forever in the following undivided shares:

i)	Orbit Towers Private Limited	50%
ii)	Sugam Griha Nirmaan Ltd.	25%
iii)	Goodluck Infradevelopers Pvt. Ltd.	12.50%
iv)	Super Diamond Nirman Pvt. Ltd.	<u>12.50%</u>
TOTAL:		<u>100%</u>

- BB. By the Development Agreement dated 24-11-2017 and registered with the office of the District Sub-Registrar-II in Book- I, Volume No. 1602-2017, Pages from 368306 to 368386 Being No. 160211968 for the year 2017, the Vendors herein granted exclusive right of development of the said Larger Property to the said Sugam Diamond Abasan LLP for mutual benefit and consideration and on the terms and conditions mentioned therein.
- CC. Subsequently, pursuant to the said Development Agreement, a Power of Attorney dated 26th December 2017 was executed by the said Vendors in favour of Sugam Diamond Abasan LLP and its Partners (1) Mr. Suhel Saraf and (2) Mr. Shreyans Kajaria for doing acts deeds and things as therein mentioned, and the same was registered in District Sub- Registrar-II, Alipore, South 24 Parganas and recorded in Book No. I, Volume No.1602-2017 Pages 368387 to 368418 Being No.160211987 for the year 2017.
- DD. A portion of the said Larger Property measuring 359.7 Sq.Mts. equivalent to 5 Cottahs 6 Chittacks more or less has been gifted to The Kolkata Municipal Corporation by a Deed of Gift dated 26th June, 2015, registered in the Office of the District Sub Registrar II, Alipore, South 24 Parganas, in Book No.I, Volume No.1602-2015, Pages 34440 to 34458, Being No.160206572 for the year 2015.
- EE. After such gift as aforesaid, the Vendors are now the owners of the municipal premises No.88A Basanta Lal Saha Road (popularly known as B.L. Saha Road), Kolkata 700053, having a land area of 15 Bighas 11 Cottahs 00 Chittacks 36.55 Square Feet more or less.
- FF. The Vendors duly mutated their names in the records of the Kolkata Municipal Corporation vide Mutation Case No. 116/20-JUL-18/50746 dated 20-07-20 and the Vendors jointly assessed to Municipal Tax through Assessee No. 411160307280.
- GG. The Kolkata Municipal Corporation sanctioned the building plans for construction of six blocks namely A-1, A-2, A-3, A-4 , B-1 and B-2 vide Building permit no 2017130170 dated 01/12/2017 as modified on 3rd December, 2019.

- HH. The Vendors and the Promoter have also extended the time period for completion of the whole project by 30-03-2024.
- II. The Kolkata Municipal Corporation sanctioned the revised building plan for construction of Block A1 and Block-A2 of Phase-II of the project vide Building Permit no 2023130121 dated 11.9.2023

SCHEDULE-A-2

DEFINITIONS:

1. **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:
 - (i) **"this Deed"** shall mean this Deed and Schedules all read together.
 - (ii) **"Co-owners"** shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendor/Promoter, shall mean the respective Vendors and/or Promoter;
 - (iii) **Gender:** words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - (iv) **Number:** words importing singular number shall according to the context mean and construe the plural number and vice versa

SCHEDULE 'B' – UNIT, PARKING ETC.,

1. **ALL THAT** the residential flat being Unit No. ___ containing a carpet area of ___ Square feet more or less alongwith balcony with a carpet area of ___ Square feet more or less and a total built-up area of Unit (including Balcony) of ___ Square feet more or less on the ___ floor of the Block ___ of the Project at the Project Land delineated in **"RED"** colour in the floor plan of the Unit annexed hereto and marked as Appendix-A.
2. **PARKING FACILITY: ALL THAT** the right to park 1 (one) medium sized motor car at the ___ place in the ___ of the Project Land.

SCHEDULE C –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the Vendor, the rights, easement, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Clause B below:

- a. The right of access and use of the Common Areas in common with the Vendor, the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
 - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
 - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
 - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
 - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendor, the Promoter and other persons deriving right, title and/or permission in respect thereof from them:
- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
 - b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
 - c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
 - d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.

- e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE 'D' -COMMON AREAS AND INSTALLATIONS

1. AMENITIES & FACILITIES:

PART-I

1.1 Common Areas & Installations at any Building¹:

- 1.1.1 Stair Case and stair cover
- 1.1.2 Lift and Lift Machine Room
- 1.1.3 Lift well, Lift Lobbies
- 1.1.4 Overhead Reservoir
- 1.1.5 Water Connection
- 1.1.6 Common Roof
- 1.1.7 Common passage of the building and its entrance (except the parking areas as designated by the Promoter)

PART-II

1.2 Common Areas & Installations at the Whole Complex:

- 1.2.1 Land comprised in the said Premises (Phase-wise).
- 1.2.2 Entrance and exit gates of the said Premises.

¹ Particulars mentioned below may undergo changes at the time of sale deed as per changes made until then

- 1.2.3 Jogging Tracks//Walkways/Outdoor Exercise Area
- 1.2.4 Landscaped Paths passages and driveways in the said Premises other than those reserved by the Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Developer for its exclusive use.
- 1.2.5 Stand-by Diesel generator set of reputed make of sufficient capacity for emergency supply to some of the common areas, for operation of lifts and water pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- 1.2.6 Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different units.
- 1.2.7 Underground water reservoir with a pull-on pump installed thereat.
- 1.2.8 Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Housing Complex and from there to the municipal drain.
- 1.2.9 Landscaped Waterbody
- 1.2.10 Common Toilets
- 1.2.11 CCTV system
- 1.2.12 Rain Water Harvesting
- 1.2.13 Water Filtration Plant for filtered water supply
- 1.2.14 Sewerage Treatment Plant
- 1.2.15 Recreation Centre Club Facilities
- 1.2.16 Garbage dumping point/space
- 1.2.17 Dedicated Visitors' Car Parking space
- 1.2.18 Administration office

PART-III

RECREATION CENTRE/CLUB

1. The Recreation Centre/ Club has been constructed and provided at First Phase and the Project (hereinafter referred to as "the Recreation Centre/Club" which expression shall include any modifications or alterations of all or any such facility). The said Recreation Centre/Club will be for the benefit and common use of the co-owners of the Units/ Constructed spaces/ saleable areas in the Project to be constructed by the Promoter at the said Land. The Club / Recreation Centre shall be maintained and managed by the Promoter and after handover to the Association shall be maintained and managed by the Association. The details of the Recreation Centre/Club facilities are as follows:-

- i) Swimming Pool
- ii) Kids' Play Area
- iii) Changing Rooms with Shower Area
- iv) Toilets for Ladies & Gents
- v) Guest Rooms
- vi) Gymnasium
- vii) Cafeteria
- viii) AC Indoor Games -
 - a) pool table
 - b) table tennis
 - c) carom, chess
 - d) badminton court
- xi) Library
- x) Business Centre
- xi) Banquet Hall
- xii) Mini-Theatre

It is clarified that the Common Areas and Installations shall not include the parking spaces, exclusive terraces (if any) at different floor levels attached to any particular flat or flats, exclusive greens / gardens (if any) attached to any particular flat or flats and other open and covered spaces at the Premises and the Buildings which the Promoter / Vendors may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter / Vendors shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Purchaser hereby consents.

SCHEDULE E

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 Designated Block , lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces (excluding parking spaces in the Mechanical Parking System) and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Recreation Centre/Club facilities related equipment's etc., drains and electric cables and wires in under or upon the Designated Block and/or the Project and/or the Recreation Centre/Club facilities and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Land, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the Project Land and Whole Complex Land, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Block and/or the Project so enjoyed or used by the Purchaser 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, Recreation Centre/Club facilities 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, remuneration, fees and all other expenses of the staff, contractors, agencies etc.,) to be appointed or employed for the Common Purposes (e.g. security, electricians, maintenance persons, caretakers, accountants, clerks, other administrative staff, lift operators, plumbers, gardeners, sweepers, guards etc.).
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:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land and Common Areas (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 (excluding parking spaces in the Mechanical Parking System) and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Association for the common purposes.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

VENDOR:

Signature _____

Name: _____

Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PURCHASER: (including joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

Signature _____

Name: _____

Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED by the Promoter from the within named Purchaser the within mentioned sum of Rs. _____ /- (Rupees _____) only being the consideration in full payable under these presents by Cheques/Pay Order/Cash and other instruments as per Memo written herein below which includes a sum of Rs. _____/- being the entitlement of the Vendors received by it from time to time from the Promoter as pure reimbursement:

MEMO OF CONSIDERATION

Sl. No.	<i>By or out of Cash/Demand Draft/Cheque/ RTGS/NEFT Number</i>	<i>Date</i>	<i>Bank</i>	<i>Amount (in Rs. P.)</i>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
			TOTAL	<u>Rs. _____/-</u>

(Rupees _____) only

WITNESSES:

DATED THIS DAY OF 2023

BETWEEN

SUGAM GRIHA NIRMAAN LTD & ORS.

... VENDORS

AND

SUGAM DIAMOND ABASAN LLP

... PROMOTER

AND

... PURCHASER

INDENTURE

(Unit No. ____ and Block ____)

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B & 2, HARE STREET

KOLKATA - 700001.