

DEED OF CONVEYANCE

This Deed of Conveyance ("Deed") is executed on this _____ day of _____, Two Thousand and Twenty- Four.

For Bengal Bonded Warehouse Limited


Director.

BY AND BETWEEN

BENGAL BONDED WAREHOUSE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Sagar Estate, 2, Clive Ghat Street, P.O [•], P.S [•], Kolkata - 700 001, represented by its Authorized Signatory, [•], (PAN : [•]/ Aadhaar No. [•]), son of [•], residing at [•], P.O. [•], P.S. [•], Kolkata 700 [•] and duly authorized to execute this Deed by virtue of Board Resolution dated [•], hereinafter referred to as the **“Owner/Promoter”** (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include successor or successors in interest and permitted assigns)of the **ONE PART**;

AND

[•], a company incorporated under the provisions of the Companies Act, 2013, having its registered office at [•], P.O [•], P.S [•], Kolkata - 700 [•], represented by its Authorized Signatory, [•], (PAN : [•]/ Aadhaar No. [•]), son of [•], residing at [•], P.O. [•], P.S. [•], Kolkata 700 [•] and duly authorized to execute this Deed by virtue of Board Resolution dated [•], hereinafter referred to as the **“Purchaser/Allottee”** (which term or expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, mean and include successor or successors in interest and permitted assigns) of the **OTHER PART**

OR

[•], (Aadhar No. [•]/ PAN. [•]) son/daughter/wife of Late [•], residing at [•], P.O. [•], P.S. [•], Kolkata - 700 [•]hereinafter referred to as the **“Purchaser/Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors, and permitted assigns) of the **OTHER PART**;

The Owner/Promoter and Purchaser/ Allottee shall hereinafter collectively be referred to as the Parties and individually as ‘Party.

WHEREAS:

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

- 1) “**Act**” means the Real Estate (Regulation and Development) Act, 2016.
- 2) “**Allottee**” means the person to whom a Unit in the Project particularly, has been allotted, sold or otherwise agreed to be allotted, sold or transferred by the Owner/Promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such unit is given on rent.
- 3) “**Building**” shall mean the building structure having a podium till the 8th floor level and there after 2 (two) Towers, one from 9th floor to 23rd floor (North Tower) another from 9th floor to 32nd floor (South Tower)¹ comprising of commercial spaces and office units, other built-up areas or spaces reserved and/or retained by the Owner/Promoter and common areas, amenities and facilities, which are earmarked and meant for the use of the allottees and/or occupiers of the project including such open or covered areas, constructions and/or structures therein, as may be constructed by the Owner/Promoter on the Project Land from time to time.
- 4) “**Built-Up Area**” and/or “**Covered Area**” in relation to a unit shall mean the floor area of that Unit including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein. Provided That if any wall, column or pillar be common between two Units, then one-half of the area under such wall column or pillar shall be included in the built-up area of each such unit.
- 5) “**Carpet Area**” shall mean the net usable floor area of a Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or

¹ Subject to revision of sanctioned building plan, in terms of application dated 30th March, 2024

verandah areas and exclusive open terrace areas, but includes the area covered by the internal partition walls of the Unit, as more particularly defined in the Act.

- 6) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Building, and the Common Areas, Amenities and Facilities, including the Project Land and also the expenses for Common Purposes of the allottees and shall be payable proportionately by the allottee periodically as part of maintenance charges.
- 7) **“Common Purposes”** shall include the purposes of managing and maintaining the Building and the rendition of services in common to the allottees of the Project, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the allottees of Project, and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Amenities and Facilities in common.
- 8) **“Limited Common Areas and Facilities”** shall mean and include such areas of the project which may have been earmarked by the Owner/Promoter for the enjoyment and use of a specific Unit/Units, as decided by the Owner/Promoter.
- 9) **“Maintenance Body”** shall mean such body of all the allottees in the Project whether in the nature of a society, or a non-profit company or any other body as the allottees of the Project shall mutually decide for the Common Purposes with such rules and regulations as shall be framed by the Promoter.
- 10) **“Parking Space”** shall mean such spaces in the Project that may be sanctioned by the competent authority as a parking space.
- 11) **“Project”** shall mean the work of development of the Project Land by constructing thereupon the Building in accordance with the Sanctioned Plans, named **“Keventer One”** standing at a height of 155 metres and spread over 12.66 lakh square feet, boasting majestic entrance lobbies, high speed elevators and, offering

an array of amenities, including a state of the art entertainment centre, amongst other facilities.

- 12) “ **Project Common Areas, Amenities and Facilities**” shall mean such common areas, installations, amenities and facilities, including but not limited to all passages, pathways, approach roads, internal roads, entrances, main entrances, gates, , sewerage and water lines or pipes, ducts, water storage reservoirs, electrical installations, electricity wires, cables, drainage, open or covered spaces, amenities, that may be built or installed by the Owner/Promoter from time to time for the use and enjoyment thereof by all the allottees of the Project more particularly mentioned in the **Schedule-C** hereunder written.

- 13) “**Project Land**” shall mean **ALL THAT** the piece and parcel of land containing by measurement an area of 8 Bighas, 7 Cottahs, 6 Chittacks and 13 Square Feet, be the same, a little more or less, together with the structures standing thereon lying situate and being Premises No. 25 Netaji Subhas Road (being amalgamated premises of 19A and 20, Strand Road, Kolkata - 700001; 25 and 27, Netaji Subhas Road and 3, 4, 5, 6 and 7 commercial buildings of 23A Netaji Subhas Road, Kolkata - 700001, Police Station- Hare Street, Kolkata 700001, Ward No. 45 of the Kolkata Municipal Corporation , more particularly mentioned and described in **Part - I of Schedule- A** hereunder written and delineated in the Plan/Map annexed hereto and bordered in red thereon.

- 14) “**Proportionate**” with all its cognate variations shall mean the ratio the carpet Area of any Unit in the Project may bear to the total carpet Area of all the Units in the Project.

- 15) “**Pro Rata Share**” in relation to a Unit shall mean the proportionate variable undivided indivisible and impartible share in the Project Common Areas, Amenities and Facilities that is attributable to such Unit at any point of time.

- 16) “**Regulations**” means the Regulations made under the Real Estate (Regulation & Development) Act, 2016.

- 17) **“Rights on Purchaser/Allottee's Default”** shall mean the rights mentioned in the **Schedule-F** written hereunder written to which the Owner/Promoter for the time being and upon its formation the Maintenance Body shall be entitled in case of any default or breach by the Allottee.
- 18) **“Rules”** means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- 19) **“said Unit ”** shall mean the Unit which the Purchaser/Allottee had applied for in the Project vide application No.[•] dated [•] and has been allotted ALL THAT the Unit No. [•] having carpet area of [•] square feet, with the corresponding built up area of [•] square feet, be the same, a little more or less, and agreed Super Built Up area of [•] square feet, on the [•] Floor of the Building along with parking space no. _____ on _____ floor, (Parking Space) **TOGETHER WITH** pro rata share in the Project Common Areas, Amenities and Facilities **AND TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project, more particularly mentioned and described in the **Part- I of Schedule-B** hereunder written **AND** delineated in RED colour on the Plan annexed hereto and marked as **Annexure “2”**.
- 20) **“said Sale Agreement”** shall mean the Agreement dated [•]made between the Owner/Promoter herein, therein referred to as the Promoter of the One Part, and the Purchaser/Allottee herein, therein referred to as the Allottee of the Other Part, and registered with the Additional Registrar of Assurances, Kolkata - [•], in Book No. [•], Volume No. [•], from Pages [•] to [•], being No. [•] for the year [•], whereby the Promoter has agreed to sell and the Allottee has agreed to purchase the said Unit at and for the consideration and on the terms and conditions therein contained.
- 21) **“Sanctioned Plans”** shall mean the plan sanctioned by Kolkata Municipal Corporation being Permit No. 2023050011 dated 21st July, 2023 for construction of a building structure having a podium till the 8th floor level and there after 2 (two) Towers, one from 9th floor to 23rd floor (North Tower) another from 9th floor to

32nd floor (South Tower)² comprising of commercial spaces and office units, other built-up areas or spaces reserved and/or retained by the Owner/Promoter and common areas, amenities and facilities, which are earmarked and meant for the use of the allottees and/or occupiers of the project and shall deem to mean and include any modifications and/or amendments thereto, including but not limited to extensions thereof any other plan or plans sanctioned by any other department or departments authorised to do so.

22) **“Super Built Up Area”** of a Unit/unit shall mean the Built-Up area of such Unit and the Pro Rata Share attributable to such Unit.

23) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.

24) **“Singular”** number shall include the **“Plural”** and vice versa.

25) **“Unit”** whether called a flat or premises or shop or tenement or by any other name, means a separate and self-contained part of the Building of the Project and includes one or more rooms or enclosed spaces located on one or more floors or any part thereof in the Building, used or intended to be used for any commercial/semi-commercial (office) purpose.

B. The Owner/Promoter is the absolute and lawful owner of the property more fully described in **Part-I of the Schedule-A** hereto and delineated in the Plan/Map annexed hereto and bordered in red thereon (the **“Project Land”**). The Devolution of Title of the Promoter to the Project Land is described in **Part II of the Schedule A** hereunder written.

C. The Project Land comprises of a commercial real estate project thereon presently named as **“Keventer One”**, being the building structure having a till the 8th floor level and there after 2 (two) Towers, one from 9th floor to 23rd floor (North Tower) another from 9th floor to 32nd floor (South Tower)³ comprising of commercial spaces and office units, other built-up areas or spaces reserved and/or retained by the

² Subject to revision of sanctioned building plan, in terms of application dated 30th March, 2024

³ Subject to revision of sanctioned building plan, in terms of application dated 30th March, 2024

Owner/Promoter and common areas, amenities and facilities, which are earmarked and meant for the use of the allottees and/or occupiers of the project being the Project Common Areas, Amenities and Facilities morefully mentioned and particularly described in **the Schedule C** hereunder written, and hereinafter collectively referred to the as the said **“Project”**.

- D. The Owner/Promoter obtained a plan sanctioned by the Kolkata Municipal Corporation, being Building Permit No. 2023050011 dated 21st July, 2023, for the construction of a G+32 storeyed mercantile retail cum business building on the Project Land. The Owner/Promoter subsequently has applied for revision of the sanction plan, vide an application dated 30th March, 2024 for the construction of a building structure having a podium at the 10th floor level and there after 2 (two) Towers, both from 11th floor to 38th floor North Tower and South Tower comprising of commercial spaces and office units, other built-up areas or spaces reserved and/or retained by the Owner/Promoter and common areas, amenities and facilities, which are earmarked and meant for the use of the allottees and/or occupiers of the project (**“the said Building”**) on the Project Land.
- E. By the said Sale Agreement, the Owner/Promoter has agreed to sell and the Allottee has agreed to purchase **ALL THAT** the said Unit at or for the consideration and on the terms and conditions, morefully therein contained.
- F. The Owner/Promoter has since caused to be completed construction of the said Unit in accordance with the Sanctioned Plans, including modifications and changes made thereto in compliance with applicable law, and submitted the Notice of Completion under rule 27 of Kolkata Municipal Corporation, Building Rules 2009, and the Kolkata Municipal Corporation has duly granted the Completion Certificate and/or the Partial Completion Certificate on [•].
- G. The Purchaser/Allottee after having fully inspected and being completely satisfied with the quality, workmanship, and specification of construction of the said Unit, has been handed over vacant and peaceful possession of the said Unit prior to or simultaneous to the date of execution of these presents.

H. Now at the request of the Purchaser/Allottee, the Owner/Promoter has agreed to execute and register these presents in favour of the Purchaser/Allottee in the manner as hereinafter contained.

I. It is recorded that at or before execution of these presents, the Purchaser/Allottee has by obtaining independent professional services, examined and fully satisfied himself as to the following:

- (a) The title of the Owner/Promoter to the Project Land and also the said Unit;
- (b) The right of the Owner/Promoter in respect of the Project Land;
- (c) The terms, conditions, restrictions and obligations contained in the said Sale Agreement and these presents to be complied with and/or observed and performed by the Allottee during his period of ownership of the said Unit;
- (d) The total Carpet Area, Built-up Area and Super Built-up Area in respect of the said Unit;
- (e) The specifications of materials used for construction of the said Unit and the Building;
- (f) The Project Common Areas, Amenities and Facilities and the Limited Common Areas and Facilities, if any, and the rules and regulations for use and enjoyment of the same;

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. [•]/- (Rupees [•] only) by the Purchaser/Allottee to the Owner/Promoter paid at or before the execution hereof (the receipt whereof the Owner/Promoter doth hereby as also by the receipt and Memo of Consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchaser/Allottee and the said Unit being hereby conveyed), the Owner/Promoter doth hereby grant convey sell transfer release assign and assure unto and in favour of the Purchaser/Allottee **ALL THAT** the said Unit, more particularly mentioned and described in **Part-I of Schedule-B** hereunder written, **TOGETHER WITH** the pro-rata

share in the Project Common Areas, Amenities and Facilities **AND TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees and occupiers of the Project as and when they are constructed or made ready and fit for use morefully mentioned in **Schedule C** hereto **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit **AND** all the estate right title interest property claim and demand whatsoever of the Promoter into or upon the said Unit **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit **TO HAVE AND TO HOLD** the said Unit and every part thereof unto and to the use of the Purchaser/Allottee absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser/Allottee's covenants and agreements hereunder contained and on the part of the Purchaser/Allottee to be observed fulfilled and performed during the period of his ownership of the said Unit (including the restrictions terms conditions covenants and obligations set forth in the said Sale Agreement) **AND ALSO SUBJECT** to the Purchaser/Allottee paying and discharging all municipal and other rates taxes and impositions on the said Unit wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **Schedule-D** hereunder written proportionately, and all other outgoings in connection with the said Unit wholly and the Project proportionately.

II. **THE OWNER/PROMOTER DOTH HEREBY COVENANT WITH THE PURCHASER/ALLOTTEE** as follows:-

- 1) The right, title, and interest which the Owner/Promoter doth hereby profess to transfer subsists and that the Owner/Promoter has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser/Allottee, the said Unit in the manner aforesaid.
- 2) The Project Land is free from all encumbrances, mortgages, charges, liens, lis pendens, attachments, trusts, uses, debutters, tenancies, permissive possessors or occupiers, leases, thika tenancies, restrictions, restrictive covenants, vesting, acquisition, alignments, claims, demands and liabilities, whatsoever or howsoever, and that the Owner/Promoter has a good and marketable title to the Project Land.

- 3) There are no litigations pending before any court of law or authority with respect to the said Project Land/Project or the said Unit.
- 4) It shall be lawful for the Purchaser/Allottee, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owner/Promoter or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.
- 5) The Owner/Promoter for the time being, and subsequently the Maintenance Body, after handing over the charge of maintenance and management of the Project to the Maintenance Body by the Owner/Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser/Allottee make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby granted sold conveyed and transferred unto and to the Purchaser/Allottee in the manner aforesaid as shall or may be reasonably required by the Purchaser/Allottee.
- 6) The Owner/Promoter shall transfer the interest free common area maintenance deposits, electricity meter deposit and sinking fund received from the Purchaser/Allottee in terms of the said Sale Agreement, to the Maintenance Body upon its formation, subject to deductions and charges as mentioned therein.
- 7) The Owner/Promoter for the time being, and the Maintenance Body, upon the Owner/Promoter handing over all documents of title to the Maintenance Body, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser/Allottee produce or cause to be produced to the Purchaser/Allottee or to their attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said Project and also shall at the like request and costs of the Purchaser/Allottee deliver to the Purchaser/Allottee such attested or other copies or extracts therefrom as the Purchaser/Allottee may

require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

- 8) In case any structural defect or any other defect in workmanship is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Purchaser/Allottee from the date of handing over possession, the Owner/Promoter shall rectify such defects without further charge, within 30 (thirty) days, and in the event of the Owner/Promoter's failure to rectify such defects within such time, the Purchaser/Allottee shall be entitled to receive appropriate compensation under applicable laws. It is clarified that the above said responsibility of the Owner/Promoter shall not cover defects, damage or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Purchaser/Allottee or its nominee/agent (iii) case of force majeure (iv) failure to maintain the amenities/equipment (v) accident and (vi) negligent use. Provided that where the manufacturer warranty as shown by the Owner/Promoter to the Purchaser/Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/Building and if the annual maintenance contracts are not done/renewed by the Purchaser/Allottee and/or the Maintenance Body, the Owner/Promoter shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the respective vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the units and the common project amenities wherever applicable. The Purchaser/Allottee has been made aware and the Purchaser/Allottee expressly agrees that the regular wear and tear of the Unit /Building includes minor hairline cracks on the external and internal walls excluding the RCC, structure which occur due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Any claim raised by the Purchaser/Allottee for structural defects shall only be considered valid and raised after confirmation of the same by a qualified structural engineer. It is expressly agreed that before any liability of defect is claimed by or on behalf of

Purchaser/Allottee, it shall be necessary for the Purchaser/Allottee to provide the Owner/Promoter or its men agents and representatives reasonable opportunity to inspect, assess, and determine the nature of the purported defect (if any). Notwithstanding anything contained hereinbefore, it is expressly agreed and understood that in case the Purchaser/Allottee, without first notifying the Owner/Promoter and without giving the Owner/Promoter the reasonable opportunity to inspect, assess and determine the nature of the purported defect, alters the state and condition of the area of the purported defect, then in such event, the Owner/Promoter shall be relieved of its obligations contained hereinbefore. It is further made clear that the structural defect, if any, must be certified by the Structural Engineer engaged by the Owner/Promoter that such defect has been made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the allottees and/or occupants of the Building. The decision of the Structural Engineer shall be final and binding on the parties. The Purchaser/Allottee is aware that the said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Owner/Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Purchaser/Allottee and/or the Maintenance Body shall have no claim(s) of whatsoever nature against the Owner/Promoter in this regard.

III. THE PURCHASER/ALLOTTEE DOTH HEREBY COVENANT WITH THE OWNER/ PROMOTER as follows:

- 1) The Purchaser/Allottee has also examined and satisfied itself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the said Project and fire safety under the West Bengal Fire Service Act, 1950 and Rules made thereunder and also acquainted themselves and accepted and agree to comply with the

norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

- 2) The Purchaser/Allottee agrees and binds itself that the Purchaser/Allottee shall and will at all times hereafter abide by and observe the restrictions set-forth in **Schedule-E** hereunder written and also those as contained in the said Sale Agreement.
- 3) On and from the Possession Date, the Purchaser/Allottee binds itself to regularly and punctually pay the following amounts and outgoings:
 - i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the said Unit, directly to the competent authority **Provided That** so long as the said Unit is not separately assessed for the purpose of such rates and taxes, the Purchaser/Allottee shall pay to the Owner/Promoter, for the time being, and upon its formation, the Maintenance Body, as the case may be, proportionate share of all such rates and taxes assessed on the Project.
 - ii) All other impositions, levies, cess, taxes and outgoings (including Multistoried Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Unit or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the said Unit and proportionately in case the same relates to the said Project.
 - iii) Electricity charges for electricity consumed in or relating to the said Unit directly to the electricity supplying body.
 - iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the said Unit and demanded from time to time by the Owner/Promoter for the time being or, upon its formation, the Maintenance Body, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Owner/Promoter for the time being, or the Maintenance

Body upon its formation, after taking into account the common services provided at the Project.

- 4) All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Owner/Promoter or upon its formation, to the Maintenance Body, within 7(seven) days of each and every month for which the same becomes due. The Purchaser/Allottee shall keep the Promoter and the Maintenance Body, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non-payment or delay in payment thereof.
- 5) The apportionment of the liability of the Purchaser/Allottee in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchaser/Allottee in respect of the said Unit shall be done by the Owner/Promoter for the time being and the Maintenance Body upon its formation and the same shall be final and binding on the Purchaser/Allottee and the Purchaser/Allottee shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Purchaser/Allottee be entitled to hold the Owner/Promoter or its nominee or the Maintenance Body responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.
- 6) The Purchaser/Allottee shall within 3 (three) months from the date hereof apply for and obtain separate assessment of the said Unit from the concerned authority, and the Owner/Promoter shall sign necessary papers and declarations as may be required.
- 7) The Purchaser/Allottee shall permit the Owner/Promoter for the time being and, upon its formation, the Maintenance Body and their surveyors or agents with or without workmen and others at all reasonable times upon 24 hours prior notice, except in case of emergency, to enter into and upon the said Unit and every part thereof for the purpose of repairing, reinstating, rebuilding, cleaning, lighting and keeping in order and good condition the sewers, drains, pipes, cables, water courses, gutters, wires, structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating

repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the said Unit, and the Purchaser/Allottee shall make good all defects, leakages and want of repairs immediately from the date of receiving notice in writing from the Owner/Promoter or the Maintenance Body. In case the Purchaser/Allottee fails and/or neglects to rectify such defect and/or leakage and/or want of repair, the Owner/Promoter and upon formation, the Maintenance Body shall be empowered to carry out the rectification work, as may be required and the Purchaser/Allottee shall be liable to reimburse the costs & expenses for such rectification work to the Owner/Promoter and/or the Maintenance Body, as the case may be.

- 8) From the date of execution hereof and till the continuance of its ownership of the said Unit, the Purchaser/Allottee shall:
 - i) use the said Unit only for the specific commercial/semi commercial purpose in a decent and respectable manner and for no other purposes;
 - ii) use the Parking Space, if any, is expressly allotted to the Purchaser/Allottee hereunder, only for the purpose of parking of his own medium sized motor vehicle;
 - iii) use the Project Common Areas, Amenities and Facilities in common with the allottees of the Project and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project;
 - iv) carry out any work directed to be carried out in respect of the said Unit by any competent authority;
 - v) do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other allottees, their guests, employees, agents, staff;
- 9) The Purchaser/Allottee shall not make any structural additions or alterations to the said Unit (including internal partition walls, etc.) nor to the Building nor shall change or alter or permit the alteration in the outside colour scheme of the exposed

walls or any external walls or the elevation or façade of the Building or the said Unit and also not to decorate or paint or clad the exterior of the said Unit otherwise than in the manner as be agreed to by the Owner/Promoter for the time being and upon its formation, the Maintenance Body, in writing.

- 10) The Purchaser/Allottee agrees that the Owner/Promoter shall be entitled to provide and designate certain common areas and facilities in the Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottees of certain limited units and to the exclusion of all other allottees in the Project ("Limited Common Areas And Facilities"). The Purchaser/Allottee agrees to use only the Limited Common Areas and Facilities (if any) specifically identified for the Purchaser/Allottee appertaining to the said Unit. The Purchaser/Allottee agrees to not use the Limited Common Areas And Facilities identified for other allottees and hereby records its consent that the Purchaser/Allottee does not have any claim of any nature whatsoever with respect to the Limited Common Areas And Facilities identified for other allottees and/or the usage thereof.

- 11) The Purchaser/Allottee is aware that a helipad is intended to be operated by the Owner/Promoter and/or any of its assignees or transferees, out of a part of the ultimate roof of the Building and/or raised platform over a part of the roof. Such helipad and the ancillary areas thereto including but not limited to the helipad, the roof space below the helipad and adjacent thereto or used or intended to be used for such facilities, shall be used as a boarding/lounge area or such other facility area as may be deemed fit by the Owner/Promoter and/or its assignees or transferees at its sole discretion. The remaining part of the roof of the boarding /lounge area as may be deemed fit by the Owner/Promoter and/or its assignees or transferees, shall be treated as a regulated zone, the rules of usage whereof shall be formulated by the Owner/Promoter from time to time, at its sole discretion. For this reason and more particularly in view of the safety and security of the service as well as the Purchaser/Allottee, the helipad area, area below the helipad, area proposed to be used for facilities, amenities and conveniences for the helipad service as well as the regulated zone shall not be deemed to be a part of the Project Common Areas, Amenities and Facilities and no right or share therein or in

respect thereof is being offered or being sold or granted to the Purchaser/Allottee under or by this Deed. Such areas shall always be and be deemed to have been built, constructed as a separate unit on which only the Owner/Promoter shall have exclusive rights and in respect of which the Purchaser/Allottee, other unit owners and/or occupants of the buildings shall have no right, title, interest, claim or entitlement whatsoever. The Purchaser/Allottee agrees that for the purpose of seamless operation of the helipad and for the safety and security of the occupants of the building, the Purchaser/Allottee shall not have any access to such part of the ultimate roof area except as may be permitted by or on behalf of the Owner/Promoter and/or its assignees or transferees in accordance with rules and regulations and subject to terms and conditions as may be framed by the Owner/Promoter and/or its assignees or transferees, in this regard from time to time. The Purchaser/Allottee however shall have access to the Common Installations (if any) which shall be maintained by the Maintenance Body and such part of the roof/terrace of the Building not set apart for the helicopter services or connected therewith.

- 12) The Purchaser/Allottee agrees that the Owner/Promoter intends to set up a proprietary business club, for which a portion of the constructed area has been kept aside. Such business club shall be operated by the Owner/Promoter or any such agency as may be appointed by the Owner/Promoter from time to time. The Purchaser/Allottee agrees that the business Club shall remain the property of the Owner/Promoter and/or any of its subsequent transferee and the right of enjoyment and use of the business club shall be restricted to only those persons who shall become members of the business club. The Purchaser/Allottee agrees that the Owner/Promoter and/or any of its subsequent transferee may induct non allottees of the Project as members and all rules and restrictions governing the membership, including admission fee, subscription, tenure of membership, etc. shall be framed by the Owner/Promoter and/or any of its subsequent transferee.
- 13) The Purchaser/Allottee further agrees that the Project contains open, covered and multi level parking spaces as per sanctioned plan ("Parking Spaces"), which are not forming part of the Common Areas Amenities and Facilities and which can be used for parking of motor cars. For a regulated and disciplined use of these

Parking Spaces, the Owner/Promoter has reserved rights to identify the use of parking spaces by the allottees in these Parking Spaces exclusively to the allottees who need the same and apply for the same. The Purchaser/Allottee is also acquainted that open parking spaces are a part of the Limited Common Areas and Facilities. The Purchaser/Allottee herein records its consent not to claim and or object to such allotment being granted in favour of the other allottees in the Project.

- 14) The Purchaser/Allottee further agrees and covenants with the Owner/Promoter that the Purchaser/Allottee shall at all times hereafter allow and permit unhindered access and use of the Project Common Areas, Amenities and Facilities to the other allottees and/or occupiers of the Project. The Owner/Promoter accordingly agrees and covenants with the Purchaser/Allottee that the Purchaser/Allottee shall likewise be entitled to the unhindered access and use of the Project Common Areas, Amenities and Facilities on reciprocal arrangement.
- 15) The Purchaser/Allottee further covenants that if at any time subsequent hereto, the Project Common Areas, Amenities and Facilities is to be conveyed and transferred to the Maintenance Body in compliance with any applicable laws, then the Purchaser/Allottee agrees to co-operate with the Owner/Promoter without any demand or delay to have the said Project Common Areas, Amenities and Facilities transferred to the Maintenance Body by attending the execution and registration of the Deeds of Transfer made in favour of the Maintenance Body and bearing the proportionate cost of such transfer, as may be assessed by the Owner/Promoter or the Maintenance Body. In case the Purchaser/Allottee refuse to or delays in getting such transfer done within the time required by the Owner/Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Owner/Promoter shall as the constituted attorney of the Purchaser/Allottees be entitled to execute such Deed of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto.
- 16) The Purchaser/Allottee shall not do any work which would jeopardize the soundness or safety of the Project, reduce the value thereof or impair any

easement nor shall the Purchaser/Allottee add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.

- 17) The Purchaser/Allottee shall, in using the Said Unit , not do or permit to be done any act, deed or matter or thing which may tend to cause any disturbance or annoyance or nuisance to the Owner/Promoter for the time being, and upon its formation, the Maintenance Body, as the case may be, or the other occupants of the Building or occupants of any adjoining or neighboring property, nor use or permit or suffer the said Unit or any part thereof for any illegal, immoral, undesirable or anti-social purposes, nor carry on or permit to be carried on in the said Unit any offensive, noisy or dangerous practice nor store or permit to be stored any hazardous or combustible or contraband or illegal articles in the said Unit .
- 18) The Purchaser/Allottee shall not, at any time, claim any title, share, right, and/or interest of any nature whatsoever, except as specifically conveyed herein, in any areas of the Project save and except the said Unit. The Purchaser/Allottee shall only have user rights in the Project Common Areas, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Unit, which the Purchaser/Allottee hereby accepts and agrees that the Purchaser/Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Common Areas, Amenities and Facilities.
- 19) The Purchaser/Allottee shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Owner/Promoter for the time being and upon its formation the Maintenance Body (including those contained in the said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Project and every part thereof and in particular the Project Common Areas, Amenities and Facilities.
- 20) The Purchaser/Allottee shall comply with and not permit the violation of any laws, rules, regulations, bye-laws, ordinances, judgements, or court orders, as may as be applicable, and keep the Owner/Promoter and the Maintenance Body

indemnified against all damages, losses and costs as may arise out of any illegal act of the Purchaser/Allottee.

- 21) The Purchaser/Allottee shall undertake responsibility for any acts done by their employees, servants, guests and representatives in the Building and keep the Owner/Promoter for the time being and upon its formation, the Maintenance Body, as the case may be, indemnified against all damages, losses and costs as may arise out of any act done by the Purchaser/Allottee's relatives, servants, guests and representatives.
- 22) The Purchaser/Allottee shall not do or permit to be done any act deed or thing which may render void or voidable any policy of insurance of any Unit or any part of the Building or may cause any increase in the premium payable in respect thereof;
- 23) The Purchaser/Allottee shall not seek partition or division or separate possession in respect of the said Unit under any circumstances.
- 24) The Purchaser/Allottee hereby irrevocably records its consent that the lessees/tenants adjoining premises Nos. 23A and 23B N.S. Road shall always have a right of free and permanent easement over such portion of the Project Land which may be allowed by the Owner/Promoter for such purposes, for free ingress and egress to such adjoining premises. The Purchaser/Allottee agrees to not raise any dispute or dissent in respect of such easement rights granted, under any circumstances in the future.
- 25) The Purchaser/Allottee hereby accords its consent to the Owner/Promoter that the Owner/Promoter shall have full right, title, interest to use and utilize any additional FSI/FAR in respect of the Project Land , which may be made available at present or in the future, even after completion of the sale of the said Unit to the Purchaser/Allottee and the Purchaser/Allottee or any member of the Maintenance Body shall not raise any objection of whatsoever nature for the same. It is expressly recorded that the Purchaser/Allottee hereby grants its irrevocable consent to the same and appear, without any delay, demand, demur or protest, to

sign and execute all such applications, deeds and documents, as may be required at any time in the future, by the Owner/Promoter in this regard.

- 26) Notwithstanding anything contained herein, the Purchaser/Allottee shall have no objection and hereby grants unconditional approval to the Owner/Promoter herein for: (1) integrating or adding future land or buildings to the Project and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying, realigning the Project Common Areas, Amenities and Facilities (3) modifying the said Plan, as may be necessary in this regard and (4) granting to the other allottees of the units of buildings in such added areas, as the case may be, all forms of rights to use of the said Project Common Areas, Amenities and Facilities.
- 27) The Purchaser/Allottee has irrevocably consented and/or hereby irrevocably consents that the Owner/Promoter shall be entitled to make in future Additional/Further Constructions by way of additional/further construction in the Project Land including by raising of any additional floor/storey/construction over the roof of the Building and/or by way of construction of additional buildings/structures in the open land/spaces in the Project Land and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Building and/or the Project Common areas, Amenities and Facilities and such future Additional/Further Constructions/exploitation shall belong exclusively to the Owner/Promoter who shall be entitled to sell, transfer, convey and/or otherwise deal with and dispose of the same in any manner whatsoever and appropriate all considerations and other amounts receivable in respect thereof. For the aforesaid purpose the Owner/Promoter is entitled to shift any part of the Project Common areas, Amenities and Facilities (including common areas and installations, lift machine rooms and water tanks) to the ultimate roof and also to make available the common areas and all utility connections and facilities to the Additional/Further Constructions. The Promoter shall, if required, be entitled to obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/approved on the basis that the Promoter has an irrevocable sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the

same. It is agreed that such modifications, additions and/or alterations shall not affect the Agreed Consideration / Total Price and that the Project Common Areas, Amenities and Facilities mentioned in Schedule 'C' hereunder shall not be reduced to the detriment of the Purchaser/Allottee.

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

- 1) The properties benefits and rights hereby conveyed unto and in favour of the Purchaser/Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchaser/Allottee shall also not claim any division, separate possession, or partition in the Project Land towards its said Pro Rata Share appurtenant to the said Unit. It is further agreed and clarified that any transfer of the said Unit by the Purchaser/Allottee shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchaser/Allottee shall be bound to abide by the rules and regulations framed for the Building and become a member of the Maintenance Body.
- 2) All the units and other constructed areas as well as the other open and covered spaces in the Project, until the same be disposed of by the Owner/Promoter, shall remain the exclusive property of the Owner/Promoter and the Purchaser/Allottee shall not claim any right or share therein.
- 3) After the allotment and transfer of all the units in the Project or earlier, as the case may be, the Maintenance Body shall be formed and the Purchaser/Allottee herein shall be a member thereof. The Purchaser/Allottee shall, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Maintenance Body and its taking charge of the acts relating to the Common Purposes.
- 4) In terms of the Real Estate (Regulation and Development) Act, 2016, the Owner/Promoter is, *inter alia*, required to execute a registered conveyance deed in respect of the said Unit in favour of the Purchaser/Allottee and in respect of

the undivided pro rata share in the Project Common Areas, Amenities and Facilities in favour of the Maintenance Body. Even though the Maintenance Body is not formed as yet, the Purchaser/Allottee has requested for immediate completion of sale of the said Unit , to convey the said Unit to the Purchaser/Allottee and to convey the pro rata share in the Project Common Areas, Amenities and Facilities to the Purchaser/Allottee in trust and for the benefit of the Maintenance Body in which the Purchaser/Allottee shall be one of its members, if directed or required to do so by a competent authority or if decided so by the Owner/Promoter. Accordingly, this Deed is being executed.

- 5) Until such time the Maintenance Body is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Project and look after the Common Purposes **subject however** to the Purchaser/Allottee making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof. During such period the Owner/Promoter shall be entitled to a management fee calculated at 10% of the total maintenance charges together with applicable GST thereon.
- 6) Upon formation of the Maintenance Body and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stand transferred by the Owner/Promoter and/or its nominee to the Maintenance Body. All references to the Owner/Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Maintenance Body.
- 7) In the event of the Purchaser/Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser/Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser/Allottee hereunder, then the Owner/Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Maintenance Body, shall, without prejudice to the generality of the

foregoing, be entitled to, in addition to all measures morefully contained in **Schedule-D:-**

- (i) claim interest at the rate of 2 % per mensum on all the outstanding amounts.
 - (ii) to demand and directly realise the amounts becoming due and payable to the Purchaser/Allottee by any tenant or licensee or other occupant in respect of the said Unit.
 - (v) withhold and stop use of all other utilities and facilities (including lift) to the Purchaser/Allottee and its men agents, staffs, guests, tenants or licensees.
- 8) The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Purchaser/Allottee to the Owner/Promoter and/or their nominees and upon its formation to the Maintenance Body, shall be deemed to have been served upon the Purchaser/Allottee, in case the same is sent by an email at the email address provided by the Purchaser/Allottee and/or left in the said Unit or in the letter box in the ground floor of the Building and earmarked for the said Unit.
- 9) In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.
- 10) The Purchaser/Allottee shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
- 11) The Owner/Promoter, may, at its sole discretion, without prejudice to its rights as set out in this Deed, waive the breach by the Purchaser/Allottee in not complying with the terms and conditions set out herein. It is made clear and so agreed by the

Purchaser/Allottee that exercise of discretion by the Owner/Promoter in the case of one allottee shall not be construed to be a precedence and/or binding on the Owner/Promoter to exercise such discretion in the case of other allottees. 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.

- 12) The Owner/Promoter or its affiliates shall be entitled, at all times, to install, display and maintain its name and/or logo on the roof (including Common Roof Area) of the Building and/or other areas in the Building and/or the Project Land by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same, and no one including the Allottee and the Maintenance Body shall be entitled to object or to hinder the same in any manner whatsoever.

- 13) All other provisions, representations, rights, obligations and covenants of the Allottee/Purchaser, contained in the said Sale Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.

SCHEDULE - A

PART I

(PROJECT LAND)

ALL THAT the piece or parcel of land containing an area of 8 (eight) bigha 7 (seven) cottah 6 (six) chittacks 20 (twenty) square feet, be the same a little more or less, together with dilapidated structures standing thereon situate lying at being Premises No. 25 Netaji Subhas Road (being amalgamated premises of 19A and 20, Strand Road, Kolkata - 700001, 25 and 27, NetajiSubhas Road and 3, 4, 5, 6 and 7 commercial buildings of 23A Netaji Subhas Road, Kolkata - 700001 under Police Station- Hare Street Kolkata 700001, Ward No. 45 of the Kolkata Municipal Corporation and butted and bounded in the manner following, that is to say -

ON THE NORTH : [•];

ON THE EAST : [•];

ON THE SOUTH : [•]; and

ON THE WEST : [•],

OR HOWSOEVER OTHERWISE the said hereditaments and premises or any part thereof now are or is or heretofore were or was situated butted bounded called known numbered described and distinguished.

The Project Land is delineated in the map or plan annexed hereto being and bordered in Red colour thereon and marked as "**Annexure 1**".

PART II

(DEVOLUTION OF TITLE)

- a. The Owner/Promoter then known as Bengal Bonded Warehouse Association was a statutory body incorporated in the year 1838, under a Special Act being The Bengal Bonded Warehouse Association Act, 1838 and started its warehousing business under the name and style of "Bengal Bonded Warehouse Association".
- b. By virtue of a Deed of Sale dated on or about 24th March, 1841, executed by the East India Company in favour of the Owner/Promoter, being named as the Bengal Bonded Warehouse Association at that time, sold, conveyed and transferred ALL THAT piece and parcel of land (including the said Project Land) containing by measurement an area

of 10 Bighas 17 Cottahs 4 Chitaaks and 20 sq ft , free from all encumbrances hereinafter referred to as the "Entire Land".

- C. Subsequently, said Bengal Bonded Warehouse Association mutated its name in the records of the Calcutta Collectorate in the Register-D, Part-I and General Registrar, Part-I as the owner of *Entire* Land comprised within the then Premises Nos. 19 & 20, Strand Road; Premises Nos. 25 & 27, Netaji Subhas Road and 23A, and 23B, Netaji Subhas Road.
- D. Since then, Bengal Bonded Warehouse Association became the sole and absolute owner of said Entire Land (including the said Project Land) and has also mutated its name in the records of the Calcutta Municipal Corporation (presently the Kolkata Municipal Corporation) as the owner of the said Entire Land and continued to pay the taxes.
- e. Bengal Bonded Warehouse Association have let out most of the above mentioned premises to various tenants for commercial purposes and retained small portions of the amalgamated premises No. 25 as mentioned hereinafter.
- f. Tenancies were granted from time to time by Bengal Bonded Warehouse Association save and except the majority of the area then within 19A, Strand Road and portion of Premises Nos. 3 to 7, Commercial Building, off 23A, Netaji Subhas Road, portion of Premises Nos. 25 & 27, Netaji Subhas. Road and portion of Premises No. 20, Strand Road, which were retained in the khas possession of the bengal Bonded Warehouse to run its offices and godown /warehouse from the retained area of the said premises.
- g. By a Notification dated 10th July, 1975, U/S 616 of the Companies Act, 1956, published by the Ministry of Law, Justice and Company Affairs in the Official Gazette of India, the Bengal Bonded Warehouse Association was declared to be governed by the Companies Act, 1956.
- h. The Bengal Bonded Warehouse Association was incorporated as a Public Limited Company under the Companies Act, 1956 and became known as the Bengal Bonded Warehouse Limited (hereinafter referred to as the BBWL) and continued its business accordingly.
- i. Unfortunately, on 1 January, 1995, a fire broke out in the office of BBWL situated at Premises No. 25, Netaji Subhas Road, where the custody of all the title related documents of the Entire Land including Project Land were kept. Therefore, due to the effect of the said unfortunate fire accident all the title related documents in respect of the said Premises has been completely destroyed by the fire and thereafter, the BBWL has made all its effort to procure the copies of title documents from various Government offices and departments but failed to procure the same.

Be it mentioned here that one attested True Copy of Letter dated 06-02-1995 vide Memo No. B/2398- 1F/95 issued by the Officer-in-Charge of Central Avenue Fire Station and Divisional Officer Fire Station regarding information as to the origin and cause of fire on 01-01-1995 at about 00-30 Hrs. Moreover, said BBWL sworn an Affidavit on 24-09-2018 that a fire accident was took place at 25, Netaji Subhas Road and one Mr.

P.N. Roy, the Director of BBWL lodged a General Diary on 01-01-1995 before the local Hare Street Police Station.

- j. For reconstruction of the old, dilapidated and fire destructed buildings situated within the said Premises, the BBWL has entered into a preliminary Development Agreement dated 9 August, 2011.
- k. BBWL executed a Deed of Mortgage dated 18th October, 2011, registered in the Office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. 1, CD Volume No. 50, Pages 3134 to 3145, being No. 13210 for the year 2011 (hereinafter referred to as the said Mortgage) in favour of MKJ Enterprises Limited, wherein Mortgagee has agreed to make payment of a sum of Rs. 12,30,00,000/- to the Mortgagor for purchase of total built up area of 31,889 sq. ft.
- l. Subsequently on final terms and conditions, BBWL registered a Development Agreement dated 18 July, 2013, registered in the Office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, CD Volume No. 32, Pages 1231 to 1290, being No. 10669 for the year 2013 (hereinafter referred to as the Development Agreement) with Keventer Projects Limited for the development of the said Project Land.
- M. BBWL thereafter applied vide an Application dated 7th July, 2014 for amalgamation of the original nine Premises Nos. 3, 4, 5, 6 & 7, Commercial Building off 23A, Netaji Subhas Road, 19A & 20, Strand Road, 25 & 27, Netaji Subhas Road, Kolkata - 700 001 into one single Premises before the Kolkata Municipal Corporation and the Corporation has approved the amalgamation of all the aforesaid nine Premises into a single Premises No. 25, Netaji Subhas Road, Kolkata - 700 001 vide their Approval Letter dated 9th April, 2015 (the said Project Land).
- n. BBWL thereafter executed a Deed of Boundary Declaration dated 2 May, 2015 and registered in the Office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No. 1, CD Volume No. 28, Pages 4160 to 4172, being No. 5023 for the year 2015.
- o. By a Deed of Cancellation dated 16th August, 2018, registered in Additional Registrar of Assurances-II, Kolkata and recorded in Book No. I, Volume No. 1902-2018, Pages 106781 to 106806, being No. 190203063 for the year 2018, said BBWL. Terminated and cancelled the said Development Agreement with Keventer Projects Limited.
- p. By a Deed of Release dated 13th July, 2018 and registered in Additional Registrar of Assurances-II, Kolkata and recorded in Book No. 1, Volume No. 1902-2018, Pages 99773 to 99793, being No. 190202584 for the year 2018, said MKJ Enterprises Limited released the said Mortgage in respect of the Project Land in favour of the BBWL.

- q. Accordingly BBWL became owner of ALL THAT the said Project Land containing by measurement an area of 167 Cottahs 6 Chittacks 20 sq. ft. equivalent to 11,197.52 sq. meter be the same a little more or less together with building standing thereon lying and situated at Premises No. 25, Netaji Subhas Road since amalgamated (Original Premises Nos. 19A & 20, Strand Road: Premises Nos. 25 & 27, Netaj Subhas Road and 3, 4, 5, 6 & 7, Commercial Buildings off 23A, Netaji Subhas Road), P.S. Hare Street, Kolkata-700 001, ward No. 45, within the ambit of Kolkata municipal Corporation.

SCHEDULE - B

Part I

(Description of the said Unit)

ALL THAT the Unit which the Allottee had applied for in the Project vide application No. [•] dated [•] and has been allotted **ALL THAT** the Unit No. [•] having carpet area of [•] square feet, with the corresponding built up area of [•] square feet, be the same, a little more or less, and agreed Super Built Up area of [•] square feet, on the [•] Floor of the Building, **TOGETHER WITH** pro-rata share in the Project Common Areas, Amenities and Facilities **AND TOGETHER WITH** the right to use and enjoy the Project Common Areas, Amenities and Facilities in common with the other allottees of the Project.

The layout of the said Unit is delineated in the map or plan annexed hereto being and bordered in Red colour thereon.

PART II

(Specifications of the said Unit)

S. No.	Head	Specifications
1	Office/ Retail Area Flooring	Bare RCC Floor with Brick/ Block Work and Gypsum/Cement Plaster on walls
2	Toilet and pantry (For units with attached toilets)	Waterproofing with plumbing and drainage tap off point at one location and Wooden Flush Doors for Toilet. ,
3	Main Door	As per the specification by the project Architect.
4	Electrical	Electrical wiring - 3 phase up to main DB
5	HVAC	High side of HVAC system would be provided. Low side to be executed by the Allottee at his own cost from only selected vendor of Promoter. Operating Charges shall be as per the BTU Meter or As Per sq.ft only for normal operating hours
6	Fire Fighting/Fire Detection System	As per the WBF&ES recommendation
7	Internet/Mobile Connectivity	Tap-off at one point to be provided

(Specifications of the Common & Lobby Area)

S. No.	Head	Specifications
1	Structure	Framed structure with seismic compliance as per IS code. Foundation with RCC piles and Pile cap/Raft.
2	External Façade	Combination of Cladding / Paint/Louvers/Glazing As per the scheme of Consultant
3	Entrance Lobby	Aesthetically designed air-conditioned ground floor lobby As per the scheme of Consultant
4	Typical Lobby and Staircase	Aesthetically designed typical floor lobby As per the scheme of Consultant.
5	Walls	AAC BLOCKS with paint finish.
6	Vertical Movement Facilitators	Elevators/Escalators including Dedicated Fire Lifts.
7	Individual Electrical Meter/Sub Meter	As per prescribed norms
8	Common areas lighting	As per the scheme of Consultant
9	Power Back Up	DG Back up.
10	Fire Protection	Fire Safety system as per recommendation of West Bengal Fire Services Department
11	Roof	Façade Access System Solar-Power Equipment Lightning Arrestor Aviation Lighting
12	Security	24 X 7 manned premises with CCTV surveillance at designated areas.
13	Doors	As per the scheme of Consultant
14	Common Toilet	Porcelain fixtures and CP fittings, Flooring and dado in Ceramic Tiles.
15	HVAC Plant	As per the scheme of Consultant
16		
17	STP	As per the scheme of Consultant

18	Rain water Harvesting	As per the scheme of Consultant
19	Plumbing	As per the scheme of Consultant
20	CCTV & Access Control	As per the scheme of Consultant
21	Parking System & Barrier Control	As per the scheme of Consultant
22	Building Management System	As per the scheme of Consultant
23	FRP	Ceramic Tiles Flooring. Exterior grade paint, Aluminium/ Flush/ Fire rated door as applicable. Painted MS Railing.
24	Green Initiative	<ul style="list-style-type: none"> a. Waste Management b. Ample Green Space c. Recycled water for gardening d. Dual Flushing System
25	Safety	<ul style="list-style-type: none"> a. Anti-termite Treatment during various stages of construction b. Waterproofing wherever necessary c. Electrical Earthing wherever necessary as per scheme of consultant d. Automatic changeover system for DG e. Sufficient Project Illumination throughout the premises and street lighting inside the complex.

SCHEDULE - C

(PROJECT COMMON AREAS, AMENITIES & FACILITIES)

ALL THAT the common areas, facilities, amenities and/or the portions of the building/Project, earmarked/meant by the Owner/Promoter for beneficial common use and enjoyment of the allottees/purchaser/other occupants of the building/Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Owner/Promoter.

PROJECT COMMON AREAS:

- Said Project Land
- Landscape Area
- Lift well and its Machine Room.
- Common Staircases, Mumpities and Ramps
- Overhead water tank
- Ground Floor Lobbies
- All floor common lobbies and corridors and common toilets
- All service shafts, ducts and Electrical Meter Room
- Underground tank
- Pathway and Driveways,
- STP
- Fire Refuge Platforms
- Gate Goomty

PROJECT COMMON AMENITIES & FACILITIES:

- Boundary wall and main gates of the project property.
- Lifts,
- Water supply System.
- Drainage and sewerage pipeline and connection with municipal corporation outlet.
- Electricity Connection.
- Underground facilities and their connections with municipal inlets and outlets.
- STP and rain water harvesting,
- Plumbing and HVAC system,
- System for receiving and distributing Electricity from supply agency.

- Power backup generators
- firefighting system.
- Intercom Network (if any)
- Common Area Security System.
- Broadband, Wi-Fi, cable connections (if any).

Building Management System

SCHEDULE - D
(Common Expenses)

1. **MAINTENANCE:** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipment installations and accessories for common services, utilities and facilities (including the outer walls of the Buildings).
2. **OPERATIONAL:** All expenses for running and operating all machineries, equipment, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.).
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the Common Purposes (including bonus and other emoluments and benefits).
4. **MAINTENANCE BODY:** Establishment and all other expenses of the Maintenance Body (including its formation) and also similar expenses of the Owner/Promoter or any agency looking after the Common Purposes until handing over the same to the Maintenance Body.

5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Project or the Building or any part thereof (save those assessed separately in respect of the said Unit).
6. **INSURANCE:** Insurance premium for insuring the Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owner/Promoter and/or the Maintenance Body for the Common Purposes.

SCHEDULE - E

(Restrictions imposed on the Purchaser/Allottee).

1. The Purchaser/ Allottee agrees undertakes and covenants to:
 - a) comply with and observe the Rules, Regulations and bye-laws relating to the Act including such rules and regulations as may be framed by the Owner/Promoter and/or the Maintenance Body from time to time;
 - b) permit the Owner/Promoter for the time being and upon its formation, the Maintenance Body and their respective men agents and workmen to enter into the said Unit for the Common Purposes of the Project;

- c) deposit the amounts for various purposes as may be required by the Owner/Promoter for the time being and upon its formation the Maintenance Body;
- d) use the Project Common Areas, Amenities and Facilities without causing any hindrance or obstruction to other allottees and/or occupants of the Building;
- e) keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building and/or in the Project in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Units/units of the Building;
- f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit or the Project Common Areas, Amenities and Facilities for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;
- g) sign and deliver to the Owner/Promoter all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Unit from the service provider in the name of the Purchaser/Allottee and until the same is obtained, the Owner/Promoter may provide or cause to be provided reasonable quantum of electricity to be drawn by the Purchaser/Allottee at his cost upon installation of electricity sub-meter in or for the said Unit and the Purchaser/Allottee shall pay all charges for electricity on the basis of reading of such sub-meter and as billed by the Owner/Promoter;
- h) bear and pay the Common Expenses and other outgoings in respect of the Project proportionately, and the said Unit wholly;
- i) pay municipal corporation taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Buildings and the Project proportionately, and the said Unit wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the municipal corporation;
- j) pay monthly common area maintenance charges for the maintenance of the Building, open areas, common areas, paths, passages and the Project as a whole, at such rate as may be quantified by the Owner/Promoter/Maintenance Body upon formation;

- k) pay for gas (if any), generator, integrated communication facilities and other utilities consumed in or relating to the said Unit;
- l) allow the other allottees the right of easements and/or quasi-easements;
- m) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Generator / Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;
- n) observe and comply with such other covenants as be deemed reasonable by the Owner/Promoter for the Common Purposes;
- o) not to use the said Unit or permit the same to be used for any purpose other than the specific purpose allowed;
- p) ensure that the Vendors/service providers visiting the said Unit use only the common toilets and while so using, keep the common toilets clean and dry.
- q) use the spittoons / dustbins located at various places in the Project.
- r) not to use the services areas of the Project in any manner whatsoever, other than those earmarked as Parking Areas, and the same shall be reserved for use by Owner/Promoter for the time being and upon its formation, the Maintenance Body, for rendering maintenance services:
- s) not to do or suffer any thing to be done in or about for the said Unit which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Unit or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- t) not to demolish or cause to be demolished the said Unit or any part thereof at any time or any part of the said Building or the fittings and fixtures thereof;
- u) not to make in the said Unit any structural alterations of a permanent nature except with the prior approval in writing of the Owner/Promoter and/or the municipal corporation and all other concerned or statutory authorities;
- v) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Unit;
- w) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Unit or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Building;

- x) not to put any nameplate or letter box or neon-sign or board in the Common Areas, Amenities and Facilities or on the outside wall of the Building save at the place as be approved or provided by the Owner/Promoter. Provided However that nothing contained herein shall prevent the Purchaser/Allottee from putting a decent nameplate on the outer face of the main door of the said Unit;
- y) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit or any portion thereof;
- z) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Building, save at places specified / fixed and in a manner as indicated by the Owner/Promoter;
- aa) not to decorate the exterior of the Building
- bb) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Building;
- cc) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit in the Building;
- dd) not to claim any right over and/or in respect of any open land in the Project or in any other open or covered areas of the Building and the Project reserved or intended to be reserved by the Owner/Promoter for their own exclusive use and enjoyment and not meant to be a common area or portion and not to obstruct any development or further development or additional construction which may lawfully be made from time to time by the Owner/Promoter thereat or on any part thereof;
- ee) not to claim partition or sub-division of the Project Land, towards the said Pro Rata Share attributable to the said Unit or any part thereof nor to do any act or deed, whereby the rights of the Owner/ Promoter and/or the rights of the allottees of other units in the Building is/are affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Building;
- ff) not to partition the said Unit by metes and bounds;

- gg) not to shift or obstruct any windows or lights in the said Unit or the Buildings;
- hh) not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit without the prior consent in writing of the Owner/Promoter for the time being and upon its formation the Maintenance Body;
- ii) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the area earmarked for parking car(s) or two wheeler(s) of the Purchaser/ Allottee;
- jj) not to let out or part with possession of the parking area, if so agreed to be acquired by the Purchaser/ Allottee hereunder, independent of the said Unit , save and except to other allottees of the Project, and to use the same only for the purpose of parking of a medium size motor car or two-wheeler, as the case may be;
- kk) not to let out the said Unit or any part thereof without making payment of all sums or amounts then due and payable by the Allottee in respect of the said Unit and on obtaining prior written permission of the Owner/Promoter in the event of any dues ;
- ll) not to park any car or two-wheeler in the Project or any of the common areas forming part of the Common Areas, Amenities and Facilities if the Purchaser/ Allottee has not been allotted any parking area therein, and to park only one car or two-wheeler in one parking area and not more than one, even if there be space for more than one in the parking area;
- mm) not to carry out or cause or permit to be carried out any sacrifice of animals anywhere in the Project;

SCHEDULE - F

(Rights on Purchaser/Allottee's Default)

- a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Purchaser/ Allottee to the Owner/Promoter or the Maintenance Body upon its formation, interest shall be payable by the Purchaser/ Allottee at the agreed rate of 2% (two) percent per mensem from the due date till the date of payment.

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

- c) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser/ Allottee to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the said Unit till the time of formation of the Maintenance Body, which otherwise results in the Owner/Promoter spending or incurring expenses on behalf of the Purchaser/ Allottee, the Owner/Promoter at the time of handing over would either deduct all such expenses from the Sinking Fund, or any other fund, by whatever name called and handover the balance to the Maintenance Body explaining the entire accounts together with all the rights and responsibilities.

SCHEDULE G
(EXTRAS & DEPOSITS)

EXTRAS:

1. Proportionate share of installation of transformer/ HT/ LT electricity supply and electricity charges @ Rs. ___/- per sq. ft. of super built-up area of the Unit amounting to Rs. _____/- (Rupees _____ only).
2. Proportionate share of costs, charges and expenses of Generator @ Rs. ___/- per sq. ft. of the super built-up area of the Unit amounting to Rs. ___/- (Rupees _____ only).
3. Legal Documentation charges excluding stamp duty and registration fees, registration/ commission fees and other expenses amounting to Rs. _____/- (Rupees _____ only).

DEPOSITS:

4. Interest free Sinking Fund @ Rs. ___/- per sq. ft. of super built-up area of the Unit amounting to Rs. _____/- (Rupees _____ only).
5. Interest free Common Area Maintenance deposit for _____ months @ Rs. ___/- per sq. ft. of the super built-up area of the Unit amounting to Rs. ___/- (Rupees _____ only).
6. Interest Free Electric Meter Deposits @ Rs. ___/- per sq. ft. of the super built up area of the Unit, amounting to Rs. _____/- (Rupees _____ only)
7. Interest free municipal tax deposit @Rs. _____/- per sq. ft. of the super built up area of the Unit amounting to Rs. _____/- (Rupees _____ only)

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

SIGNED AND DELIVERED

by the withinnamed **OWNER/PROMOTER**

at **Kolkata** in the presence of:

SIGNED AND DELIVERED

by the withinnamed **PURCHASER/ALLOTTEE**

at **Kolkata** in the presence of:

Drafted by me:

Advocate, High Court, Calcutta

206, A.J.C. Bose Road,

Kolkata - 700 0017.

Enrolment No. WB/252/2009

RECEIPT

RECEIVED on the day month and year first above written of and from the withinnamed Allottee the withinmentioned sum of Rs.[•]/- paid as and by way of full consideration in terms of these presents as per Memo below.

Rs.[•]/-

(RUPEES [•]ONLY)

MEMO OF CONSIDERATION:

RECEIVED as follows :

<u>SL. NO.</u>	<u>PARTICULARS</u>	<u>DATE</u>	<u>CHEQUE NO./NEFT NO.</u>	<u>BANK & BRANCH</u>	<u>AMOUNT (RS.)</u>
1	On Booking	_____	_____	_____	Rs. _____
2	On execution of Agreement of Sale	_____	_____	_____	Rs. _____
3	On execution of Agreement of Sale	_____	_____	_____	Rs. _____
4	At or before execution of Deed of Conveyance	_____	_____	_____	Rs. _____
4	At or before execution of Deed of Conveyance	_____	_____	_____	Rs. _____
				Total:	Rs. [•]

(RUPEES [•]ONLY)

WITNESSES:

Signature of the Promoter

DATED THIS DAY OF _____ 2024

BETWEEN

BENGAL BONDED WAREHOUSE LIMITED

... OWNER/PROMOTER

AND

_____[•]

... PURCHASER/ALLOTTEE

DEED OF CONVEYANCE

Fox & Mandal LLP,
206, AJC Bose Road,
Kolkata 700 017

For Bengal Bonded Warehouse Limited

A handwritten signature in blue ink, appearing to be a stylized letter 'A'.A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

Director.