

CONVEYANCE DEED

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

By and Between

M/S. MULTILINE REALTY, (PAN AJFPC6541A), a Proprietorship firm, having its registered office at 275, Kattyanitala Street, Post Office Jagaddal, Police Station Sonarpur, Kolkata 700151, represented by its proprietor SRI SUBHAJIT CHAKRABORTY (AADHAAR 588273904420) (PAN AJFPC6541A) son of late Mohanlal Chakraborty, by faith Hindu, by occupation Business, by Nationality Indian, permanently residing at, S.B. Das Road, Rajpur, Post Office-Rajpur, Police Station Sonarpur,, Kollkata 700149, District South 24 Parganas, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns);

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

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

[OR]

[If the Allottee is a partnership]

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

[OR]

[If the Allottee is an Individual]

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

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

[OR]

[If the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN _____),

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

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

AND

OWNERS:

(1) SRI SUDARSHAN DAS MUNDHRA (PAN AIIPM7003M) (AADHAAR 271804203845) son of Sri Bal Krishna Mundhra by faith Hindu, by Occupation Business, By nationality Indian, resident at, S41, first floor, Panchasheel park, PO and PS Malviya Nagar, New Delhi 110019, **2) SRI RAGHAV DASMUNDHRA (PAN AIDPM2009G) (AADHAAR 396244974579)**, son of Sri Bal Krishna Mundhra, by faith Hindu, by Occupation Business, By nationality Indian by faith Hindu, by Occupation Business, By nationality Indian, residing at, 126, Southern Avenue, Sarat Bose Road, PO Golpark, PS Lake, District Kolkata 700029, District South 24 Parganas, all represented by their **Authorized Representative SHRI KRISHNA KUMAR MOHTA (PAN AETPM2526G) (AADHAAR NO. 549657844598)**; all hereinafter referred to as the "**Owners**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors or successors-in-interest and assigns);

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

I. Definitions - For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 in any form or manner to the State of West Bengal;
- (b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 to the extent applicable and any other Rules made applicable under or pursuant to the Act.
- (c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 to the extent applicable and any other Regulations made applicable under or pursuant to the Act;
- (d) "**Section**" means a section of the Act.

II. WHEREAS:

A. The Owners are the absolute and lawful owner of lands admeasuring 71 Cottahs 3 Chittack more or less situate and lying under Mouza Jagaddal, JL No. 71, appertaining to RS dag no 1130, 1131, 1134 (part), RS Khatian Nos. 696/3, 1397, 1201, 1405, corresponding to LR Dag nos. 1320, 1321, 1324 (part) under LR Khatian Nos. 2721, 2724, 2729 lying and situated at Darir Road, PS Sonaraur, under Ward no. 25 (formerly 23) within the limits of Rajpur-Sonarpur Municipality, District south 24 Parganas described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Owners and the promoter have entered into a joint development agreement dated 30th September,

2020 and registered with DSR-III, Alipore, District South 24 Parganas in Book No. - I, Volume No. 1603-2020, Pages 69781 to 69822 Being No. 160302066 for the year 2020, thereafter with one Supplementary Development agreement dated 3rd December, 2021 registered with DSR-III, District South 24 Parganas, in Book No. - I, Volume No. 1603-2022, Pages 278454 to 278481 Being No. 160306277 for the year 2022.

- B.** The said Land is earmarked for the purpose of building a residential project comprising ROW BUNGLOWS and the said project shall be known as “**CALEDONIA**” .
- C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- D.** Notice of commencement was submitted vide letter dated by our Architect intimating the date of commencement as
- E.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from the concerned authority and applied for certain modifications therein. The Promoter agrees and undertakes that it shall not make any changes to the approved/modified plans except in strict compliance of the Act and other laws as applicable.
- F.** The Promoter has registered the Project under the provisions of the The Real Estate (Regulation and Development) Act, 2016 at _____ on _____ under registration no. _____.
- G.** The Allottee had applied for an apartment in the Project vide application No _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("Building") along with ___ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Designated Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I.** The additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.
- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms conditions, and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- E.** By an Agreement for Sale dated and registered with the, Kolkata inI Volume No. Pages to Being No. for the year (“**Agreement**”), the Promoter and the Vendors agreed to sell to the Purchaser and the Purchaser agreed to purchase from them **ALL THAT** apartment no. having carpet area of square feet, on floor in the building ("Building") alongwith) number parking as permissible under the applicable law and pro rata share in the common areas ("**Common Areas**") as defined under The Real Estate (Regulation and Development) Act, 2016 (collectively "**Designated Apartment**") more particularly described in **Schedule B** at and for the consideration of The floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**);
- F.** The Parties have gone through all the terms and conditions set out in this Deed including the additional disclosures in Schedule A-2 hereto and understood the mutual rights and obligations detailed herein.
- G.** The formation of Association of Allottees is in process and on an application being made before the Competent Authority under the West Bengal Apartment Ownership Act, 1972 for registration of Association under the name and style of “.....” an intimation dated about registration of “.....” (hereinafter referred to as “**Association**”) has been received with several requirements and formalities to be complied with to complete the process of such formation. The compliance of such requirements and formalities are in process.. Even though formalities for effectuating the Association is under process, the Purchaser has requested for immediate completion of sale of the Designated Apartment and accordingly this Deed is being executed.
- H.** The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- III** **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 and the Vendors paid at or before the execution hereof (the receipt whereof the Promoter and the Vendors do hereby as also by the receipt and memo of consideration hereunder written admit and

acknowledge and which sum includes the consideration paid to the Vendor to the extent apportioned towards the proportionate share in the Land attributable to the Designated Apartment and mentioned in the receipt and memo hereunder written and of and from the payment of the same and every part thereof the Vendor and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being the apartment no. having carpet area of square feet, on floor in the Building" alongwith number parking morefully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendors and 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 D** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

III.A. And in the premises aforesaid and pursuant to mutual agreement between the parties and with the consent of the Purchaser, the undivided proportionate title to the said Land attributable to the Designated Apartment is hereby conveyed by the Vendors and the undivided proportionate title to the other Common Areas is hereby conveyed by the Vendors and the Promoter to the Association. It is clarified that if any further 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.

IV. 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 them 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.

V. 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 Designated Apartment.
 - (ii) Pursuant to Section 17 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 IIIA hereinabove. The Purchaser shall also have title to undivided proportionate share in the Common Areas as members of the Association as stipulated in clause IIIA hereinabove.
 - (iii) The Purchaser shall use the Common Areas along with 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 Maintenance In-charge.
2. **SINGLE UNIT:** The Purchaser agrees that the Designated Apartment along with parking 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, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its

vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Co-owners of the Project.

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 may 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 Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.
5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the Designated Apartment and all Common Areas 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 layout plan, and the sanctioned plans as modified and the Completion Plan and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat and is fully satisfied thereabout.
6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out delivery of possession of the Designated Apartment to the Purchaser to its satisfaction without any claim or objection of 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..
7. **HANDOVER OF DOCUMENTS:** The Purchaser acknowledges and confirms that the Promoter shall handover the necessary documents and plans, including common areas, to the Association upon its formation and taking charge.
8. **PAST OUTGOINGS :** The Purchaser 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 outgoings (including those mentioned in the 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 outgoings, 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 Maintenance In-charge is and shall be responsible to provide and maintain essential services in the Project. On the Association taking charge of the acts relating to the Common Purposes, it shall be the Maintenance In-charge. 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 of or provision of services or any other obligations of the Promoter as per the agreement for sale 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 completion certificate, 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 Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchaser or Association of Allottees and/or any other person 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 allottees/ Maintenance In charge or competent authority
11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/maintenance in charge shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency 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.
12. **USAGE:** Use of Basement and Service Areas: The basement(s) and service areas located within 'CALEDONIA' are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set

rooms, 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 Association for rendering maintenance services.

13. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 13.1 The Purchaser shall from the date of having received possession of the Designated Apartment or the date of execution of this deed, whichever be earlier, is and shall be solely responsible to comply with the House Rules as per Schedule E1 hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, club house 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.
- 13.2 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 Purchasers 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.
- 13.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Maintenance In-Charge and/or maintenance agency appointed by it. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13.4 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.

14. **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 building plan, layout plan, sanction/modified plan, completion plan, and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.
15. **ENTIRE CONTRACT:** This Deed and the agreement, along with its schedules, 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
16. **PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:** 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 Allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
17. **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.
18. **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 Agreement 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.
19. **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 Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.

20. **FURTHER ASSURANCES:** Both 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.
21. **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.
22. **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 above. 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.
23. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
24. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation an 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 under the Arbitration and Conciliation Act, 1996.
25. **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'

2.1 1. SAID LAND:

- 2.2 ALL THAT** pieces of land measuring about 71 cottah 3 Chittaks be the same a little more or less (Out of which 96 Decimals in LR Dag no. 1321, 20 decimals in LR Dag no. 1320 and 14 Chittaks in LR dag No. 1324) under Mouza Jagaddal, JL No. 71, appertaining to RS dag no 1130, 1131, 1134 (part), RS Khatian Nos. 696/3, 1397, 1201, 1405, corresponding to LR Dag nos. 1320, 1321, 1324 (part) under LR Khatian Nos. 2721, 2724, 2729 lying and situated at Darir Road, PS Sonaraur,

under Ward no. 25 (previously 23) within the limits of Rajpur-Sonarpur Municipality, in the District of South 24 Parganas and butted and bounded as follows:

- (i) On the North : By 8 ft. and 33 ft. wide road;
- (ii) On the South : By 8 ft wide hazi Abdul Hamid Road;
- (iii) On the East : By 12 ft. wide Road;
- (iv) On the West : By Plot No. 1131(P).

2.2.1 OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated called known numbered described or distinguished.

SCHEDULE A-1

CHAIN OF TITLE:

1.1 CHAIN OF TITLE:

A) LOT-1: Ownership of Sudarshan Das Mundhra:

- a) By virtue of a Deed of Conveyance dated 31.03.2005, one Md. Nasiruddin, Md. Safiuddin, Md. Samsuddin, Md Jamaluddin, and Md. Giasuddin sold, transferred, conveyed, assigned and assured ALL THAT piece and parcel of Sali land measuring about 22 cottah 14 Chittaks be the same a little more or less, comprised in Mouza Jagaddal, JL No. 71, appertaining to RS dag No. 1131, RS Khatian No. 696/3, corresponding to LR Dag No. 1321, under LR Khatian Nos. 1125, 1126, 1122, 1120, 1119 and 1117, being holding no. 726, PO and PS sonarpore, under Ward No. 25 (Previously 23) within the limits of Rajpur-Sonarpur Municipality, District 24 Parganas South, unto and in favour of Sri Sudharshan Das Mundhra. The said deed was duly registered in the office of ADSR Sonarpore and recorded in Book No. I, Volume No. 617, Pages from 133 to 144, being deed no. 3262 for the year 2006.
- b) By virtue of another Deed of Conveyance dated 31.01.2006, one Md. Safiuddin sold transferred conveyed assigned and assured ALL THAT piece and parcel of Sali land measuring about 12 Cottah 7 chittaks be the same a little more or less, comprised in Mouza Jagaddal, JL No. 71, RS No. 232, appertaining to RS Dag No. 1130, RS khatian No. 1397,1393, 1401, 1405, 1409, corresponding to LR Dag No. 1320, under LR Khatian No. 1125, PO and PS Sonarpur, under ward no. 25 (Previously 23) within the limits of Rajpur-Sonarpur Municipality, in the district of South 24 Parganas, unto and in favour of Sri Sudharshan Das Mundhra. The title deed was duly registered in the office of ADSR Sonarpore, recorded in Book No. I, CD volume No. 20, pages from 1693 to 1709 being deed no. 07217 for the year 2006.

B) LOT-2: Ownership of Radhav Das Mundhra:

- a) By virtue of a Deed of Conveyance dated 31.03.2005, one Md. Nasiruddin, Md. Safiuddin, Md. Samsuddin, Md Jamaluddin, and Md. Giasuddin sold, transferred, conveyed, assigned and assured ALL THAT piece and parcel of Sali land measuring about 35 cottah

be the same a little more or less,, comprised in Mouza Jagaddal, JL No. 71, appertaining to RS dag No. 1131, RS Khatian No. 696/3, corresponding to LR Dag No. 1321,, under LR Khatian Nos. 1125, 1126, 1122, 1120, 1119 and 1117, being holding no. 726, PO and PS sonarpore, under Ward No. 25 (Previously 23) within the limits of Rajpur-Sonarpur Municipality, District 24 Parganas South, unto and in favour of Sri Raghav Das Mundhra. The said deed was duly registered in the office of ADSR Sonarpore and recorded in Book No. I, Volume No. 67, Pages from 157 to 166, being deed no. 3264 for the year 2006.

- b) b) By virtue of deed of conveyance dated 05.09.2017, one Sabita Sarkar, for the consideration mentioned and written therein, sold transferred conveyed assigned and assured ALL THAT piece and parcel of salil land measuring about 14 Chittaks alongwith 351sq.ft. structure used for residential purpose be the same a little more or less, comprised in Mouza Jagaddal, JL No. 71, appertaining to RS Dag no. 1134(P), LR Dag no. 1324 (P), Po and PS sonarpore, under Ward No. 25 (Previously 23) within the limits of Rajpur-Sonarpur Municipality, District 24 Parganas South, unto and in favour of Sri Raghav Das Mundhra. The said deed was duly registered in the office of DSR IV, Alipore, and recorded in Book No. I, Volume No. 1604-2017, Pages from 129361 to 129383, being deed no. 160404766 for the year 2017.
- C) Sri Sudharsan Das Mundhra and Sri Raghav Das Mundhra jointly became the owners of ALL THAT piece and parcel of Sali land measuring about 71 cottah 3 chittaks comprised in mouza jagaddal, JL No. 71, appertaining to RS Dag No. 1130, 1131, 1134 (part), RS Khatian No. 696/3, 1397, 1201, 1405, corresponding to LR dag nos. 1320, 1321, 1324,(Part), under LR Khatian Nos. 2712, 2724 and 2729, lying and situated at Darir road, PO and PS Sonarpur, under Ward No. 25 (Previously 23) within the limits of Rajpur-Sonarpur Municipality, in the District South 24 Parganas (hereinafter referred to as the Said Property)The owners herein mutated their mnames in the LR records of right at the concerned BL&LR Ounder the West Bengal Land Reforms Act.
- D) The Owners thus became the absolute owners of and are seized and possessed of a or otherwise well and sufficiently entitled to all those piece of Sali land (hereinafter referred to as the Said Land) and the owners are in peaceful possession and enjoyment of the Said Land, free from all encumbrances and have been regularly paying all taxes, cess, levies and other charges relating to the Said Property.

1.2 The Owners have obtained conversion of the character of land to bastu in respect of the Said Property under Section 4C of the West Bengal Land Reforms Act, 1955.

1.3 The Owners in common decided to carry out integrated development of the said Land through a real estate developer and pursuant to the said decision the Owners appointed the Promoter

therefor and granted to the Promoter all rights and authority, inter alia, to develop or cause to be developed the said Land into the Project and also to negotiate for sale of the Apartments and other saleable areas to interested buyers and the Promoter agreed to accept the same at and for the considerations and on the terms and conditions contained in the said Development Agreement dated 30th September, 2020 and thereafter one Supplementary Development Agreement dated 3rd December, 2021.

- 1.4 Under and in terms of the Development Agreement the Owners and the Promoter inter alia, agreed to share the price receivable from sale of any Apartment and other saleable areas in the ratio of 37% (THIRTY SEVEN) to the Owners and 63% (SIXTY THREE) to the Promoter and it was agreed between them that the entire price would be paid by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the Promoter shall pay to the Owners the share of the Owners in the same as provided for therein.
- 1 Pursuant to the Development Agreement, the Vendors confirms to have received its share of the consideration paid by the Purchaser to the Promoter in respect of the Designated Apartment as also recorded in the Receipt and Memo hereunder written.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

- 1 **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:
- 1.1 **"this Deed"** shall mean this Deed and Schedules all read together.
- 1.2 **"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 Vendors/Promoter, shall mean the respective Owner and/or Promoter;
- 1.3 **"sanctioned plan"** shall mean the plan sanctioned by the ...RAJPUR SONARPUR MUNICIPALITY..... vide Building Permit No. SWS-OBPAS/2207/2023/0269..... dated 02-05-2023..... and include the addition/alteration vide modified plan upon its sanction **"Maintenance in-charge"** shall upon the Association taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;

1.4 “**Common Purposes**” shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, complying with all statutory obligations , rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses, including payment of all statutory dues 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

1.5 Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.

1.6 Number: words importing singular number shall according to the context mean and construe the plural number and vice versa

2 The ownership and enjoyment of the Designated Apartment 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 as stipulated in Schedule E-1 hereto.

3 With effect from the date of the Association taking charge of the acts relating to the Common Purposes, the Association shall be the Maintenance In-charge and the Promoter shall handover/transfer to the Association all rights responsibilities and obligations with regard to the Common Purposes.

4 **AREA CALCULATION:**

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

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

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

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

Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.

4.5 Proportionate Common Area: The proportionate share of the Common Areas attributable to the Designated Apartment is undivided Square feet more or less.

4.6 Unit Area for CAM: 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.

- 5 In case the Purchaser, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of the Agreement and the entire obligation or liability in respect of the same shall be that of the Purchaser alone.
- 6 Unless changed by the Promoter,shall be the Architect for the Project.
- 7 The Project shall bear the name "Caledonia" 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.

SCHEDULE 'B' – APARTMENT, PARKING ETC.,

- 1. **DESIGNATED APARTMENT: ALL THAT** the 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 Project at the said premises.
- 3 **PARKING: ALL THAT** the right to park medium sized motor car at the ground floor at the place earmarked and shown in the Ground Floor Plan annexed hereto duly bordered thereon in **GREEN** color.

SCHEDULE 'C' - FLOOR PLAN OF THE DESIGNATED APARTMENT

(Appendix 1 to the Deed)

SCHEDULE D –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 Vendors, 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 Vendors and/or the Promoter and/or other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment, subject to the house rules.
 - 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, without damaging the other parts of the building.
 - 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 Vendors and 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 'E' - AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT).

1 AMENITIES & FACILITIES:

- 1.1 Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.
- 1.2 Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 1.3 Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobbies and landings and operating the lifts.
- 1.4 Electrical installations with main switch and meter and space required therefor.
- 1.5 Over head water tanks with water distribution pipes upto the Designated Apartment.
- 1.6 Water, waste and sewerage evacuation pipes and drains.
- 1.7 CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- 1.8 Intercom System
- 1.9 Deep Tube well, Underground Reservoir with water distribution pipes to the Overhead water tanks of the Buildings.
- 1.10 Water pump with motors and space for installation of the same.
- 1.11 Landscaped Garden with water body.
- 1.12 Club Facility with all constructions, equipments, installations, fitouts and accessories as per clause 3 of this Schedule below.
- 1.13 Walking track wherever made
- 1.14 Diesel Generator Set, its panels, accessories and wirings and space for installation of the same.
- 1.15 Water Treatment Plant
- 1.16 Fire fighting system in the Common Areas in the Buildings alongwith Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.

- 1.17 Fire Detection System in common area with all panels, detectors, alarm system etc.
- 1.18 Sewerage Treatment Plant and Solid Waste Management Plant-Composter
- 1.19 Boundary wall and gate and Security Gate House
- 1.20 Common toilets.
- 1.21 Rainwater Harvesting
- 1.22 Solar Power Plant
- 1.23 Common Unit as per clause 2 of this schedule below.
- 1.24 Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas.

2 Common Unit for Common Benefit: The portion of the ground floor having a carpet area of (“Common Unit”) has been constructed with the object of letting out or otherwise transferring the same for possible revenue generation; and the surplus revenue, if arising, to be used to subsidize the Common Expenses to that extent. The following terms and conditions shall govern the construction, use, management and transfer of the Common Unit:-

- 2.1 The Common Unit shall not be for common use of the Co-owners or any of them.
- 2.2 The Promoter has constructed the bareshell of the Common Unit at its own costs and expenses and fees, costs, charges and expenses in respect of all other works at or for the Common Unit shall be part of the Common Expenses.
- 2.3 Until handover to the Association/Co-owners, the Promoter shall have the exclusive right to use maintain and administer and/or to deal with, let out, transfer or part with possession of or otherwise alienate the Common Unit at such consideration and on such terms and condition as the Promoter may, in its sole discretion, deem fit and proper and the Purchaser hereby authorizes and empowers the Promoter to do all acts deeds and things in connection therewith.
- 2.4 At any time, the Promoter shall be free to grant or transfer to the Association the Common Unit ipso facto transferred to the association like the other common area

- 2.5 The negotiations, contracts and agreements entered upon by the Promoter with any third party for alienation of the Common Unit shall bind the Co-owners and the Maintenance In-charge and the Purchaser hereby accepts the same;
- 2.6 The Common Unit shall form part of the Common Areas for all intents and purposes save and subject to the powers and authorities conferred upon the Promoter and or the Tenant in respect thereof.
- 2.7 Any surplus revenue, arising from the Common Unit and remaining upon excluding (a) all costs, charges and expenses in maintaining, repairing, replacing, furnishing and otherwise carrying out any act, deed or thing at or for the Common Unit and upon (b) all statutory taxes, levies, cess and outgoings in respect thereof, shall be credited to pro-tanto subsidize the Common Expenses to that extent.
- 2.8 The Promoter or the Maintenance In-charge shall not be liable for any obligations or liabilities whatsoever or howsoever in case there arises no revenues or there are no surpluses in the same.
- 2.9 All stamp duty, registration charges, income tax, goods and service tax, and other statutory dues on the grant or transfer of the Common Unit to the Association/Co-owners and also those arising from any alienation thereof to any third party shall be part of the Common Expenses.

3 Club Facility: As part of the Common Areas, the Promoter has erected, installed and made available the following facilities at identified demarcated portions of the Project ("Club Facility" which expression shall include any modifications or alterations of all or any such facility):

- (a) Community hall named as '.....' with first time installation of airconditioners with connecting toilets and pantry;
- (b) Rooms with first time installation of air-conditioners and initial equipments for indoor games etc;
- (c) Health Club (with Steam Room, Shower and Gym, Space for yoga/meditation), Swimming Pool, and changing room with toilets with first time installation of equipments and airconditioner, as applicable;
- (d) Space for Creche with initial fitouts thereat.
- (e) Library/lounge with first time installation of air-conditioner and fitouts

(f) Space for common kitchen.

(g) Designer Roof top with party zone and other facilities thereat with initial equipments and installations thereat.

3.1 The Purchaser shall be liable to pay the charges for use of the Club Facility as may be prescribed by the Maintenance In-Charge and comply with the House Rules as applicable and also those as may be framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the separate additional charges as prescribed by the maintenance in charge, Promoter or the Association from time to time for use of the Party Zone on a portion of the terrace and/or Community Hall named as “.....” for his private functions or ceremonies if the request for such use made by the Purchaser are, in consonance with the applicable rules and regulations.

3.2 The Club Facility may be used by the Purchaser alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail the Club Facility, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

SCHEDULE E-1

(HOUSE RULES)

- 1 **HOUSE RULES:** The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):
 - 1.1 To use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners or which is in violation of any law act or rules
 - 1.2 That unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule B hereinabove written (“Parking Facility”), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said project / Land (including at the open spaces at the said Land) nor claim any right to park in any

manner whatsoever or howsoever. In case the Purchaser has applied for and has been allotted parking facility, the same shall be subject to the following conditions:-

- 1.2.1 The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
- 1.2.2 the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
- 1.2.3 the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
- 1.2.4 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.
- 1.2.5 The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the designated place, if agreed to be granted to him.
- 1.2.6 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.
- 1.2.7 This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
- 1.2.8 In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then 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.
- 1.2.9 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.

1.3 In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:-:

- 1.3.1 To use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times
- 1.3.2 Not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet
- 1.3.3 Not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building;
- 1.3.4 Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.
- 1.3.5 Not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land
- 1.3.6 Not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the said Building and/or the said Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-Charge
- 1.3.7 Not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- 1.3.8 Not to sub-divide the Open Terrace in any manner.

- 1.4 The use of the Common Areas including but not limited to the Club Facility shall be done by the Purchaser using due care and caution and the role of the Promoter was only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The 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 Club Facility by the Purchaser or his family members or any other person.
- 1.5 Not to make any construction or addition or alteration or enclose any Common Areas and/or Designated Apartment 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.
- 1.6 Not to claim any access or user of any other portion of the Project and said Building and the Common Areas except for ingress to the designated unit the mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 1.7 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 the Designated Apartment at a designated space. 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 to install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
- 1.8 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.
- 1.9 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 and in anyway damage puncture or affect in the slab, beams, columns, pillars of the Buildings 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 said Building or any part thereof.

- 1.10 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 1.11 Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the said Building or the said Land save the battery operated inverter inside the Designated Apartment.
- 1.12 Not to hang or put any clothes outside the windows balconies and other portions, but may do so within the Designated Apartment including the balcony or balconies.
- 1.13 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 areas like stair passage/lobby/terrace/corridors/lift room/garden etc.
- 1.14 No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied and without causing any nuisance/ annoyance to the other co owners.
- 1.15 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 1.16 To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Vendors and the Promoter and all other persons entitled thereto.

- 1.17 To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
- 1.18 To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings 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.
- 1.19 To insure the Designated Apartment exclusively and the Project in common with the other Co-owners.
- 1.20 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 said Building or may cause any increase in the premia payable in respect thereof.
- 1.21 Not to make to commit or permit to be committed any alteration or changes in, or draw from outside the said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 1.22 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- 1.23 Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said 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 said Land.
- 1.24 To maintain at his own costs, the Designated Apartment and the Balcony in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the maintenance in charge Government, Kolkata Municipal Corporation, WBSEDC Limited, Fire

Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.

- 1.25 Not to alter the outer elevation or façade or colour scheme of the Buildings (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings 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.
- 1.26 Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 1.27 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 1.28 Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a nuisance or danger to other co-owners.
- 1.29 To allow and permit the Promoter the following rights and authorities:-
 - 1.29.1 The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
 - 1.29.2 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, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to the promoter or if decided by the promoter to pro-tanto subsidize meet the Common Expenses to that extent.

1.29.3 The Promoter shall at their sole discretion be entitled to provide separate entrances and other facilities to the Co-owners of different blocks or use groups and to identify and demarcate separate pathways for them respectively and for that to divide the ground floor area and/or any portion of the Buildings in such manner as the Promoter may deem fit and proper.

1.30 The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

1.30.1 Property tax and/or Municipal rates and taxes and water tax, (if any,) or any other tax or imposition that maybe assessed on or in respect of the Designated Apartment and proportionately for the project directly to the Rajpur-Sonarpur Municipality, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.

1.30.2 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building

or the said Land and whether demanded from or payable by the 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 or the said Land or any part thereof.

- 1.30.3 Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- 1.30.4 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- 1.30.5 Proportionate share of all Common Expenses 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 mentioned in clause 4.6 of Schedule A-2 above. 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.
- 1.30.6 In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs..... per annum to be increased every three years by 10% (ten percent) of the amount then payable. It is clarified that the Parking facility maintenance charges are fixed accordingly to the category of Parking Facility allotted to the Purchaser.
- 1.30.7 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 1.30.8 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.

- 1.31 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 Designated Apartment 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.
- 1.32 The maintenance charges does not include any payment or contribution towards the 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, such payment 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 nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 1.33 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 1.34 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 rate of 1.25% (one decimal two five percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the

Purchaser and his employees customers agents tenants or licencees and/or the Designated Apartment.

- 1.35 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 premises or any other part of the Buildings 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.

SCHEDULE E-2

Common Expenses shall include the following ("Common Expenses"):

- 1 **MAINTENANCE:** All costs and expenses of maintaining, repairing, painting, redecorating, renovating, replacing, renewing, cleaning, lighting operating etc. of the main structure including the roof, all the Common Areas including common installations and accessories in the Project including Common Commercial Unit, Club including all facilities and amenities and equipments, , lifts, generators, intercom, CCTV, water pump with motors, firefighting equipment and installations, water tanks(underground and overhead), electricals, panels, switches and solar plant, STP, Composter, WTP, Swimming Pool, Fountain, Designer Roof Top, landscape, driveway, and related equipments, signages etc and also the Parking Spaces and all adjoining side spaces and all related gutters and pipes for all purposes, drains and cables and wires, equipments and accessories, machinery, tools and tackles etc..
- 2 **OPERATIONAL:** All administration costs of the owners association, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas and also the Parking Spaces
- 3 **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.

- 4 **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- 5 **TAXES/FEES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises including all statutory outgoings (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 upgrading, replacement, renovation and/or other periodic expenses.
- 9 **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- 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:

Vendors:

Signature _____

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchaser:

Signature _____

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name:

Address:

At Kolkata on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

Drafted by me:-
_____, Advocate

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

(Rupees only)

WITNESSES:

DATED THIS DAY OF 20....

BETWEEN

... VENDORS

AND

... PROMOTER

AND

... PURCHASER

INDENTURE

(Unit No.....)