

1. **Date:** _____

2. **Nature of document:** Deed of Sale.

3. **Parties:**

3.1 **Owners:** (1) **SOUTH CITY PROJECTS (KOLKATA) LIMITED (PAN: AAACD8933A)** a company within the meaning of the Companies Act 1956 having its registered office situated at 770, Anandapur, E M Bypass, Kolkata - 700107, represented by it's Customer Relationship Manager Mr. Vikram Dalmia (PAN : **ACQPD3127K**), son of Mr. Pawan Kumar Dalmia, by occupation Service, faith Hindu, Citizen of India, working for gain at South City Business Park, situated at Unit No. 711, 7th Floor, 770, Anandapur, E M Bypass, Kolkata - 700107 (2). **BASERA LAND PRIVATE LIMITED (PAN: AABCB9021C)**, a company within the meaning of the Companies Act 1956 having its registered office situated at 1, Garstin Place, Post Office- Kolkata GPO, Police Station – Hare Street, Kolkata-700001, and represented by its Director Shri **RAVI VENKATESH** son of Late Subramaniam Venkateshwar (PAN **ABSPV3349N**) having working at 1, Garstin Place, Post Office- Kolkata GPO, Police Station – Hare Street, Kolkata-700001 (3). **MANOR VYAPAAR PVT. LTD. (PAN: AAECM6955F)** also a company within the meaning of the Companies Act 1956 having its registered office situated at Acropolis, 5th Floor, 1858, Rajdanga Main Road, Kolkata – 700107, and represented by its Director Shri **BALLAV DAGA** son of Late Surya Narayan Daga (PAN **AJUPD0532F**) having working at Acropolis, 5th Floor, 1858,

South City Projects (Kolkata) Ltd.
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Rajdanga Main Road, Kolkata – 700 107, (4). **SAMPAT DEALERS PVT. LTD.** (PAN AAGCS5373K) a company within the meaning of the Companies Act 1956 having its registered office situated at 19A, Sarat Bose Road, Post Office-Lala Lajpat Rai Sarani, Police Station – Bhawanipur, Kolkata-700020 and represented by its Director Shri **KAUSHIK BANERJEE**, S/o. Sri Sanat Banerjee [PAN: **APLPB6710J**] having working at 19A, Sarat Bose Road, Post Office-Lala Lajpat Rai Sarani, Police Station – Bhawanipur, Kolkata-700020 (5) **SOUTHCITY MATRIX INFRASTRUCTURE LTD.** (PAN: **AADCB2535P**), a company within the meaning of the Companies Act 1956 having its registered office situated at RR-10, Basanti Road, Bhojerhat, Post Office- Bhojerhat, Police Station-Bhangar, District- South 24 Parganas, Pin Code No-743502, represented by it's Authorized Signatory Mr. Parimal Ajmera, aged about 57 years, S/o. Late Gunvantrai Ajmera, working for gain at South City Business Park, situated at Unit No. 711, 770, Anandapur, E M Bypass, Kolkata - 700107, (6) **M/S. SHIVANGAN DEVELOPERS PRIVATE LIMITED**, [PAN: **AAMCS1385F**], a company within the meaning of the Companies Act 1956 (and applicable amendments thereto), having it's office at Shrachi Tower, 686, Anandapur, E. M. Bypass, R. B. Connector Junction, P.O. East Kolkata Township, P.S. Tiljhala, Kolkata – 700107, represented by it's Director **Mr. Anil Kumar Kedia**, hereinafter jointly referred to as the **OWNERS** all represented by their Constituted Attorney of the **FIRST PART;**

3.2 **Promoter: SOUTH CITY PROJECTS (KOLKATA) LIMITED (CIN:)**

(PAN :**AAACD8933A**), a company within the meaning of the Companies Act

South City Projects (Kolkata) Limited
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1956 having its registered office situated at Unit No. 711, 7th Floor, South City Businesspark, 770, Anandapur, E M Bypass and represented by it's Customer Relationship Manager Mr. Vikram Dalmia (PAN : ACQPD3127K), son of Mr. Pawan Kumar Dalmia, by occupation Service, faith Hindu, Citizen of India, working for gain at South City Business Park, situated at Unit No.711, 770, Anandapur, E M Bypass, Kolkata - 700107, of the **SECOND PART**;

3.3 **Allottee/Purchaser:** (PAN:.....) son of Mr., by occupation Service, and Mrs. (PAN:) both are faith Hindu, Citizen of India, residing at, P.O., P. S., Kolkata – 700 0....., of the

THIRD PART

3.4 The terms Owner, Promoter and Allottee shall include their respective successors-in-interest and all persons claiming under or through them.

3.5 The terms Owner & Promoter shall mean the Transferor.

4. Background:

4.1. The Owners herein are the absolute and lawful joint owners of the various pieces and parcel of land, in total measuring about 77.17 Acres comprised in various Dags being

Nos..... in Mouza - Bairampur, Ghunimeghi, Kharamba and Korolberia, being J.L. Nos- 41, 44, 34 and 31, Police Station Bhangore and KLC in the District of South 24 Parganas, Pin-743502, hereinafter referred to as the "Said Total Land",.

4.2 Whereas the Second Party herein is a Promoter engaged in the development of real estate, properties in Kolkata

4.3 The Owner numbers 1 to 5 herein, for the purpose of development of their Land parcels measuring 30.35 Acres (be a little more or less), out of the Said Total Land, entered into a Development Agreement with the Promoter herein on 21st June, 2018, the same being duly registered with the Additional Registrar of Assurances - I, Kolkata recorded in Book No. I, CD Volume No. 1901 - 2018, Pages from 210850 to 210941, being No. 190104752 for the year 2018 ("2018 Development Agreement"),

4.4 Also, the Owner numbers 1 to 6 herein, for the purpose of development of their Land parcels measuring 46.82 Acres (be a little more or less), out of the Said Total Land, have entered into another Development Agreement on 24th September, 2019 and the same being registered with the Additional Registrar of Assurances - III, Kolkata recorded in Book No. I, CD Volume No. 1903 - 2019, Pages from 219634 to 219789, being No. 190305253 for the year 2019, ("2019 Development Agreement").

4.5 As such, the development of the project, which is known as 'South City Retreat' has been undertaken within an area of Acres (hereinafter referred to as the total land, which is more fully stated in Schedule 'A' hereunder) within the said total land, as per the development scheme, it was decided to built 87 Villas together with the Reserved area and service area and at the present, completion has been obtained for a part of the reserved area and _____ No. of Villas. The aforesaid information is provided for further clarity.

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4.6 The Owner numbers 1 to 5 have also granted Power of Attorney in favour of representative of the Promoter registered at the office of Assurances - I, Kolkata and recorded in Book No. I, Volume No. 1901-2019, Pages from 78887 to 78954, Being No. 1512 for the year 2019, for undertaking development of sanctioned phase – I and II of the project.

4.7 The Owner numbers 2 to 6 have granted another Power of Attorney in favour of representative of the Promoter, registered at the office of Additional Registrar of Assurances - III, Kolkata and recorded in Book No. I, Volume Nos. 1903-2023, Pages from 177921 to 178043, Being No. 190304712 for the year 2023, for undertaking development of sanctioned phase – III of the project.

(Such Development Agreements and Power of Attorneys are described in Schedule – C hereunder)

4.8 The Said Total Land has been earmarked for the purpose of building a residential project, comprising Villas and constructed spaces (hereinafter referred to as the RESIDENTIAL AREA) and Spa, Resort and other various allied facilities, including the passage ways situated therein (hereinafter referred to as the RESERVED AREA) and also comprising of various pathways, passageways, generator room and various other common parts and portions (hereinafter referred to as the SERVICE AREA), as detailed in **SCHEDULE – F** herein below;

4.9 The Owners and the Promoter have now agreed to further develop another 33 villas on the Said Project situated on _____ Acre of Land (Said Phase III Project) morefully and

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particularly described in Schedule – A herein below;

4.10 The Promoter is fully competent to enter into this Deed of Conveyance in respect of the Villa, more fully described in Schedule – B herein below, on the strength of the Power of Attorneys granted by the Owners in its favour;

4.11 The plan for development of the building of Villas and constructed spaces (hereinafter referred to as the RESIDENTIAL AREA) and Spa, Resort other various allied facilities, including the passage ways situated therein (hereinafter referred to as the RESERVED AREA) and also comprising of various pathways, passageways, generator room and various other common parts and portions (hereinafter referred to as the SERVICE AREA) sanctioned by South 24 Zilla Parisad. The project has been named as “**South City Retreat**”


4.12 The details of the Residential area, Reserved area and Common Area are shown in a plan Annexed and marked as Annexure I.

4.13 By an Agreement for Sale dated _____ the Promoter have agreed to sale one Villa at “South City Retreat” more fully described in the Schedule–D, to the Allottee herein, and by executing and registering this deed of sale the Owners and the Promoter is conveying /transferring the “Said Villa” in favour of the Allottee.

5. Interpretations:

5.1 Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Allottee, then the portion of the whole amount payable by the Allottee shall be in proportion to the area of the Allottee’s respective Vill, which will also include proportionate area of the total common area.

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- 5.2 Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
- 5.3 Masculine gender shall include feminine and neuter genders and vice versa.
- 5.4 The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
- 5.5 Any reference to a clause or a Schedule means a Clause or Schedule of this deed.
6. Subject Matter of Sale/Transfer: more fully described in **Schedule-'D'**.

7. **Now this Indenture witnesses:**

7.1 **Transfer:**

- 7.1.1 In consideration of payment for a total amount, more fully described in **Schedule-E**, and in the Memo of Consideration annexed hereto, paid by the Allottee to the Promoter herein and in further consideration of Allottee fulfilling all obligations under these presents, the Owners and Promoter (Transferors) do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Allottee ALL THAT the Villa, together with the land surrounding it hereinafter referred to as

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the **Said Villa** more fully described in the **Schedule 'D'** and the Transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Unit **TO HAVE AND TO HOLD** the said Villa, unto the Allottee herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Unit, belonging to and held by the Allottee for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the Transferors, the Allottee shall have every right to sell, gift, lease and transfer the same.

- 7.1.2 Right to use the common area of the said Residential Area more fully described in **Schedule-F** are all comprised in and/or being part or portions of the said Residential Area, including the common facilities and amenities provided thereat. However, such usage would be subject to the timely payment of CAM Charges.
- 7.1.3 The amenities and facilities shall from part of the Resort and Spa (Retained Assets), which are to be retained by South City Projects (Kolkata) Ltd (SCPKL) and the villa owners shall not have any proprietary claim over the same. SCPKL in its sole discretion may manage the same on its own or by appointing an operator for the purpose. Villa owners, however, may use such amenities and facilities of Retained Assets only upon becoming its Member and subject to payment of charges as may be decided by SCPKL and/or the operator at their sole discretion. SCPKL and/or the operator shall have right to allow non-members / outsiders to use the facilities of the Retained Assets at their sole discretion.

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7.1.4 The aforesaid sale and transfer is and subject to the mutual easements and restrictions more fully described in **Schedule-G** and further subject to conditions more fully described in **Schedule -H**, which shall be covenants running with the said Villa

7.2. Covenants of the Allottee:

7.2.1 The Allottee subject to compliance of all the terms and condition of this deed and further, observing and performing the covenants, more fully described in the **Schedule – H**, appearing hereinafter, shall peacefully own, hold and enjoy the said Villa

7.2.3 The Allottee has been and is aware that certain minor changes, modification and/or alteration for the purpose of expeditious construction, better planning and due to non-availability of certain materials during the course of construction were made by the Promoter on the advice of the Project Architect to the preliminary plans and specifications reflected in the brochure at the time of booking and the Allottee hereby undertakes not to raise any dispute and/or claim of whatsoever nature in this regard.

7.2.4 Upon execution of this deed of sale, the Allottee, subject to the warranty mentioned in clause 7.3.3 hereafter, shall not raise any claim of whatsoever nature, against the Owner and Promoter.

7.3 Covenants and Rights of Transferors/Owners:

7.3.1 The Transferors confirm that the title to the Premises is marketable and free from all encumbrances and the Transferors jointly have good right, full power and absolute authority to sell, transfer and convey the said Villa.

7.3.2 That at the costs and requests of Allottee, the Transferors/Owners shall do all such acts and execute all documents as may be required for more perfectly assuring the said Villa unto and/or in favour of the Allottee and shall also, for verification produce and / or provide all original title documents/papers, unless prevented by fire or irresistible force.

7.3.3 The Promoter shall rectify all reasonable construction related defects in the Villa, if any, brought to the notice of the Promoter, at its own cost and effort, within five calendar year from the date of Completion Certificate, issued by the Statutory Authority.

It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Allottee or his/her/their/its nominee/agent, (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use. Warranty for all consumables or equipments used such as generators, AC, fittings and fixtures, will be as provided by the respective

manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Residential Area and if the annual maintenance contracts are not done/renewed by the allottees, the 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 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 the Villas. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Residential Area excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Unit and in the workmanship executed.

- 7.3.5 The Promoter reserve its right for development in future adjoining/ neighbouring premises and extend the common services and facilities provided herein, including ingress and egress from the main road through and from the said Residential Area and/or to the said premises.

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7.3.6 The Owner and the Promoter shall initially transfer the common areas of the project to the FMC The Allottee shall sign all necessary documents, forms, applications for registration of Association, as and when asked by the Promoter, and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative. And thereafter to the Association of the Allottees as and when formed and registered.

8. Possession:

Simultaneously upon execution of this deed of sale, the Promoter have handed over possession of the said Villa as per the plan annexed hereto, to the Allottee, which the Allottee hereby admits and acknowledges, to have received and the Allottee/s is/are fully satisfied and has further declare and confirm that he/she/they have no claims whatsoever, with regards to quality of construction, completion time or otherwise for the said Villa against the Transferor/Owners.

SCHEDULE - A

(Said Premises)

All that piece and parcel of land measuring more or less acres Under ADSR office – Bhangar, Gram panchayet – Narayanpur and Benotta, District – South 24 Parganas, more details are as follows.

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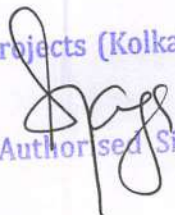
Mouza	JL No	Khatian No	Dag No	Total Area in Dag (Acre)	Area Purchased (Acre)

South City Projects (Kolkata) Ltd.

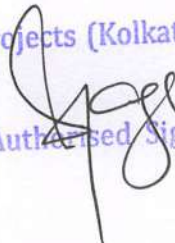
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South City Projects (Kolkata) Ltd.

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Total

Schedule-B
[Devolution of Title]

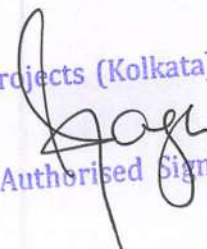
Mouza	Dag No	Area Purchased (Acre)	Deed No	Date of Purchase	Name of The Purchaser
Bairampur					South City Matrix Infrastructure Ltd.
					Basera Land Pvt. Ltd.
					Basera Land Pvt. Ltd.
					Basera Land Pvt. Ltd.
					Basera Land Pvt. Ltd.
					South City Projects (Kolkata) Ltd.
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				South City Matrix Infrastructure Ltd.
				Manor Vyapaar Pvt. Ltd.
				South City Matrix Inf. Ltd.
				Manor Vyapaar Pvt. Ltd.
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				Basera Land Pvt. Ltd.
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South City Projects (Kolkata) Ltd.

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				Manor Vyapaar Pvt. Ltd.
				South City Matrix Infrastructure Ltd.
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				South City Projects (Kolkata) Ltd.
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				Basera Land Pvt. Ltd.
				South City Matrix Infrastructure Ltd.
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				South City Projects (Kolkata)

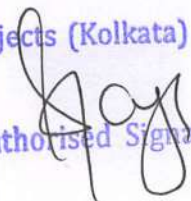
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				South City Matrix Infrastructure Ltd.
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				South City Projects (Kolkata)



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				Sampat Dealers Pvt. Ltd.



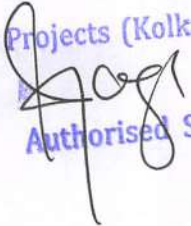
Ghunimeghi				South City Projects (Kolkata) Ltd.
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				Basera Land Pvt. Ltd.
				Manor Vyapaar Pvt. Ltd.
Kharamba				Sampat Dealers Pvt. Ltd.
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					Basera Land Pvt. Ltd.
Korolberia					South City Projects (Kolkata) Ltd.
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					Manor Vyapaar Pvt. Ltd.
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				South City Projects (Kolkata) Ltd.

SCHEDULE – C

(Joint Development Agreement and Power of Attorney)

The Owners numbers 1 to 5 herein and the Promoter entered into a Joint Development Agreement duly registered at the Office of Additional Registrar of Assurance – I, Kolkata and recorded in Book No. I, Volume No. 1901-2018, Pages from 210850 to 210941, Being No. 04750 for the year 2018 and the Owners have also executed a Power of Attorney dated 28.02.2019 in favour of the representative of the Promoter herein for development and sale

South City Projects (Kolkata) Ltd.

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of Villas / constructed areas to prospective allottee/s. The said power of attorney duly registered at the Office of Additional Registrar of Assurance – I, Kolkata and recorded in Book No. I, Volume No. 1901-2019, Pages from 78887 to 78954, Being No. 1512 for the year 2019.

Also, the Owner numbers 1 to 6 herein, for the purpose of development of their Land parcels measuring 46.82 Acres (be a little more or less), out of the Said Total Land, have entered into another Development Agreement on 24th September, 2019 and the same being registered with the Additional Registrar of Assurances - III, Kolkata recorded in Book No. I, CD Volume No. 1903 - 2019, Pages from 219634 to 219789, being No. 190305253 for the year 2019, ("2019 Development Agreement)

The Owner numbers 2 to 6 have also granted another Power of Attorney in favour of representative of the Promoter, registered at the office of Additional Registrar of Assurances - III, Kolkata and recorded in Book No. I, Volume Nos. 1903-2023, Pages from 177921 to 178043, Being No. 190304712 for the year 2023, for undertaking development of sanctioned phase – III of the project.

SCHEDULE 'D'

(Subject Matter of Sale)

The Said Unit

ALL THAT Piece and Parcel of Land with Structure measuring more or less
_____ Cottahs of Bastu Land and alongwith 2 storied Building/Villa having

South City Projects (Kolkata) Ltd.

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_____ Sq.ft (approx), lying and situated within, Mouja – _____, J.L. No – _____, Villa No. _____, Type of Villa – _____, under, R.S. and L.R. Dag No – _____, appertaining to. L.R. Khatian No – _____, within the jurisdiction of Additional District Sub Registrar Office – Bhangore, under _____ Gram Panchayat, Police Station-_____, District – 24 Paraganas (South) and butted and bounded as:

ON THE NORTH:

ON THE SOUTH:

ON THE EAST:

ON THE WEST:

SCHEDULE - E

(Consideration)

Price for the Villa as described
in **Schedule – D**, above

Rs. xxxxxxxxx

Total: Rs. xxxxxxxxx

(Rupees) only.

South City Projects (Kolkata) Ltd.

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SCHEDULE - F

(Common Areas for Villa Owners)

Common area within the Residential area shall mean and include the various common parts and portions of the said project which shall include as follows.

- Entrances.
- exits.
- passageways, and drive ways, (except those forming part of reserved area).
- Gardens and Common Land Scape.
- path ways , Pavement.
- Covered and Uncovered drain.
- Generator, generator room.
- Pump Room.
- Tubewell with water reservoir.
- WTP
- STP
- Courtyards.
- Water Body.
- Kids Play Area.
- Boundary Wall


Schedule G

(Easement & Restrictions)

All Villa owners/occupants of the said Residential Area shall be bound by the following

easement and/or conditions:

1. The right of ingress to and egress from their respective Villas over the common portion.
2. The right of passage of wires, cables and other equipments and of utilities including connections for Water, Electricity, Telephone, Cable TV, Internet and all other utilities to and through the route and ducts provided for the same.
3. The right of support, shelter and protection of each portion of the buildings by the other portions thereof.
4. Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part and parcel of the Villa or necessary for the exclusive use and enjoyment thereof by the co-owners in common with each other, subject however to the conditions more fully described in all five parts of **Schedule – H**.
5. None of the Villas shall be partitioned by metes and bounds by dividing an Villa, for the purpose of sale of such part/s of the said Villa.
6. The Allottees/occupiers of the said Villa shall not install any box grill for the windows, nor shall change the design of the balcony railings and shall strictly follow the existing designs and colour of the same, which have been approved by the Architect.

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SCHEDULE -H
(Allottee's Covenants)
Part I
(Specific Covenants)

1. The Allottee shall not:

- 1.1 Make any civil and structural internal addition, alteration and/or modification in or about the Villa without prior approval of promoter.
- 1.2 Claim any right of pre-emption or otherwise regarding in respect of any Villas and/or any portion of the Residential Area.
- 1.3 Make any claim of any nature whatsoever, with regard to any other areas, open or covered, of the said Residential Area, save & except the said Villa. No New Construction in land allotted with Villa.
- 1.4 Make any claim due to certain changes in the overall plans, construction and specifications of the Residential Area.
- 1.5 Injure harm or damage the common areas/portions or any other Villa.
- 1.6 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish,

garbage or other refuse in the common portion, save at the places earmarked therefor by the Association / Body to be formed by the Villa owners.

1.7 Place or cause to be placed any article or object in the common area/portion.

1.8 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Villas.

1.9 Use or allow the Villa or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public and commercial purpose.

1.10 Park car/two wheeler or any car on the pathway or open spaces of the said Residential Area or at any other space.

1.11 Put up or affix any signboard, nameplate or other things or other similar articles in the Common Portions or outside walls of the Residential Area save at the places provided therefor.

1.12 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous article in the said Villa or any common area/portion which may be injurious, nuisance or obnoxious to all other owners/occupiers.



- 1.13 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Villa or other parts of the said Premises.
- 1.14 Install any air-conditioner, except in the designated places provided for installation of air-conditioners.
- 1.15 Affix or change the design or the place of the grills, railings, the windows or the main door of the Villa.
- 1.16 Alter any portion, elevation or the color scheme of the said Villa and/ or the Common Areas/Portions, without prior approval of promoter.
- 1.17 Question the quantum of any amount levied upon the Allottee on any account herein contained by the Promoter or the Maintenance Company / Association / Body mentioned in Part - II of this Schedule.
- 1.18 Object and/or raise any objection or claim of whatsoever nature if in future the Promoter develop any adjoining/neighbouring premises having common access from the main road and shall not object for removing the common boundary wall between such premises for an integrated development of the same thereby enabling the owners and occupiers of all such premises to have common egress and ingress and use the common driveways and/or common facilities available to such premises jointly and for this purpose to share equally on a pro-rata basis the expenses towards

CAM and accordingly the proposed expansion to be developed on such adjoining/neighbouring premises shall be treated as part of the total development.

1.19 Restrict any of the other owners/occupiers of Villa in the said Residential Area for the full and unrestricted enjoyment of the Easements described in **Schedule-G**.

1.21 Subdivide the land parcel of the Villa or any portion thereof.

1.22 Be Entitled to any additional construction or otherwise in the said Villa.

1.23 Amalgamate any neighboring Villa with their Villa without express written consent of the Promoter.

2. **The Allottee shall:**

2.1 Pay the proportionate cost for Common Expenses as mentioned in Part-IV of this Schedule and shall also pay for their respective proportionate share of maintenance charges, levies, taxes and all other outgoings related to the said Villa and the said Residential Area within 7 (seven) days of being called upon to do so.

2.2 Observe, perform and comply with the all the conditions mentioned in other parts of this Schedule.

2.3 Keep the said Villa and every part thereof, all the fixtures and fitting therein

properly painted, good repairs, neat and clean conditions and in a decent manner.

- 2.4 Use the said Villa, common areas/portions carefully, peacefully, quietly and shall use the common areas / passages etc for ingress, egress and for the purpose of which it is meant.
- 2.5 Sign such forms, give such authorities and render such co-operation as may be required by the FMC Association/Body, to be formed by the Villa owners of the Building, for common purposes and/or in the common interest and/or to pursuance thereof.
- 2.6 Pay fully, in case it is related to the said Villa for any alteration and addition, as be required inside the said Villa, and shall pay proportionately in case it is related to said Residential Area or any part thereof, which may be imposed/levied by any statutory body and/or otherwise and shall similarly pay all betterment fees, levies and charges required to be paid in respect of the said Villa and/or user thereof, including the change of user, if any, as may arise, accrue or be demanded at any time.
- 2.7 Pay, wholly in respect of the said Villa and proportionately in respect of the Residential Area, all costs, charges and expenses as may arise due to any reason whatsoever, provided that the Allottee shall have right to claim reimbursement, if the same be occasioned due to default by any other person.

- 2.8 Mutually, observe and adhere all the Rules, Regulations and Bye-Laws as are presently framed by the Transferors and/or those that by the FMC Association upon its formation.
- 2.9 The Allottee do hereby agree with the Promoter that the Villa will only be used for residential purpose and there will be no commercial exploitation and the Allottee further agrees that they will abide by all the rules and regulations as framed by the Promoter/FMC from time to time.
- 2.10 The Allottee herein agree not to purchase any plot of land beyond the limits of the Complex for the purpose of attaching or adjoining to their Villa. The Allottee further agrees not to use any of the roads, passages, pathways or facilities of Residential Area for the purpose of ingress or egress to and from any area which falls beyond the outer limits of the Residential Area.
- 2.11 Liable and responsible and has agreed to make payment of the proportionate share of the Municipal/Gram Panchayat or any other local rates, taxes and outgoings in relation to the common areas as part of CAM.

Part-II

(Maintenance of the Residential Area)

1. Upon formation of the Association or Body for the occupants/owners of the said Residential Area, all rights and obligations with regard to the Maintenance & Common Expenses shall be transferred to such Association / Body.

2. The Allottee shall become a member of the Association/Body to be formed by the Villa Owners of the said Residential Area at the behest of the Transferors for the maintenance and management of the Common Portions more fully described in **Schedule -F.**

3. The Transferors shall assist the Allottee in all respects in formation of the Association/Body.

The Allottee shall co-operate with the Promoter in all respects for formation of the Association/Body, and for that the Allottee shall authorize the Promoter by giving a Power of Attorney in favour of its authorized representative.

4. The Allottee shall accept the rules and regulations of the Association/Body to be formed by the Villa owners and diligently observe, perform and comply with the same and also co-operate with the said Association/Body in all its activities.

5. The Allottee shall pay all the charges and fees to the Association/Body as may be levied upon the Allottee by the Association/Body within the dates due therefor.

6. No Allottee shall have the right to form a parallel, independent Association / Body in respect of the said premises and/or in respect of any Villa therein other than the Association/Body to be formed by the majority of Villa owners of the said Residential Area.

Part-III

(Management & Maintenance)

1. The effective date for maintenance charges shall be considered as per date of Completion Certificate obtained from the Statutory Authority, irrespective of the date of possession of the said Villa, received by the Allottee. The Association/Body to be formed by the Villa Owners shall manage/ maintain the premises, the said building and the Common Areas/Portions.
2. The Transferors shall be treated as Co-owners in all matters related to the Association/Body to be formed by the Villa owners in the respect of the Villas, which have not been transferred by them.
3. The management and maintenance service shall be managed by the Promoter, from the date of issuance of completion certificate, by appointing various agencies such as security, housekeeping and gardening. Till formation of Association / Body by Allottees. Other services such as plumber and electrician shall be called from time to time as and when required for any repair and maintenance work.
4. All deposits, payments for common purposes, taxes, and all other outgoings shall be made to and kept with the Association/Body to be formed by the Villa owners.
5. The Association/Body shall, upon its formation and once handed over by the

promoter, be entitled to maintain the Common Areas/Portion.

6. Upon taking over the maintenance and management of the Residential Area by the Association/Body from the promoter, the deposit with the Promoter, if any, towards rate taxes and all other outgoing shall be transferred to the Association/Body. Such deposits shall be utilized by the Association/Body only for the purpose for which the same have been made and the costs, charges and expenses in connection therewith.
7. The Association/Body to be formed by the Villa owners shall pay all rates, taxes and outgoings, including for insurance, (Outgoings) for the said Residential Area.
8. If Promoter or the said Association / Body has to make any payments, including outgoings, out of the deposit with them due to any default of the Allottee, then the Allottee shall pay such amount within 7 (seven) days of payment by the Promoter and/or Association/Body to be formed by the Villa Owners.
9. The Allottee shall make all deposits or payments, as called upon to pay by the said Association/Body from the Allottee, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Part-IV

(Common Expenses)

1. **Maintenance:** All expenses for maintaining, operating, white washing, painting, repairing, renovating, rebuilding, reconstructing, decorating and redecorating,

replacing and lighting the areas in the Common Portions.

2. **Staff:** The salaries and all other expenses of the persons employed for such maintenance work by the Association/Body or by the promoter until the association/body is formed, including their perquisites, bonus and other emoluments and benefits.
3. **Operational:** All expenses for running and operating all machinery, equipments and installation comprised in the Common Parts, including the cost of repairing, renovating, annual maintenance contract and/or replacing the same, electricity charges for all the Common Parts and for the Common Purposes.
4. **Insurance:** Costs of insuring the Building and the Common Portions.
5. **Association/Body:** Establishment and all other expenses of the Association / Body including its formation, establishment, working capital, administrative and miscellaneous expenses.
6. **Rates, taxes and other outgoings:** All municipal and other rates, taxes and outgoings relating to the Premises which cannot be allocated to any particular Owner of any of the Villas of the said Residential Area.
7. **Reserves:** Creation of a contingency fund for replacement, renovation, other periodic expenses and generally for all the Common Expenses.

8. **Others:**

8.1 All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the said Association/Body.

9. The Allottee shall regularly and punctually make payment of the Maintenance Charges, as per clause 2.1 of Schedule – H (Part – I) above, without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @ 2 % per mensem on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said Residential Area and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:

i) to disconnect the water supply

ii) to discontinue the usage of all amenities and facilities provided in the said Residential Area to the Allottee and his/her/their family members/guests.

The above said discontinuation of some services and facilities shall not be restored until such time the Allottee has made payment of all the due together with interest

accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Allottee.

Part-V

(Apportionment of Municipal Rates & Taxes & Other Impositions)

1. The Allottee shall sign all necessary documents, forms, applications for apportionment of taxes of their respective Villa and for that the Allottee shall authorize/empower the Promoter by giving a Power of Attorney in favour of its representative, failing which the Promoter shall not be made liable and/or responsible in any manner for the same.
2. Upon or after the apportionment of taxes by the _____, the Purchaser Allottee alone is liable and responsible to pay the _____ tax and/or any other levy or imposition for its respective Villa, as per the bill raised by the _____, till such time the same is done by _____ the Allottee shall pay taxes proportionately along with other Allottees.
3. Besides the amount of the impositions, the Allottee shall also be liable to pay the penalty interest, costs, charges and expenses for and in respect of all or any of such taxes or Impositions (Penalties), proportionately or wholly, as the case may be.
4. The liability of the Allottee of Impositions and Penalties in respect of the said Villa would accrue with effect from date of Completion Certificate received for the said

Residential Area.

4. The said Association/Body shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions or Penalties and recover the share of the Allottee thereof from the Allottee.
5. Execution and delivery:

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Executed and delivered by the
OWNER at Kolkata in the presence
of:

Executed and delivered by the
PROMOTER at Kolkata in the
presence of:

South City Projects (Kolkata) Ltd.


Authorised Signatory

Executed and delivered by the
ALLOTTEE at Kolkata in the
presence of:

Memo of Consideration

Received the aforementioned sum of Rs...../- (Rupees)
only by cheques as full consideration and/or price for sale of the said Villa from the
Allottee.

(Promoter)

South City Products (Kolkata) Ltd.
Authorised Signatory

