

DRAFT FOR APPROVAL

CONVEYANCE DEED

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

By and Between

1.1 SUGAM PROMOTERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at 2/5 Sarat Bose Road, Unit No- 1F, Police Station Ballygunge, Post Office Elgin Road, Kolkata- 700020 (having PAN AABCH8180N), CIN No- U70200WB2007PTC113231

1.2 SHERATOVE NIRMAN PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at 7B Dr Harendra Coomer Mukherjee Sarani (Formerly Pretoria Street) Police Station Shakespeare Sarani, Post Office Park Street, Kolkata- 700071 (having PAN ABBCS6936J), CIN No- U70200WB2019PTC230767

both hereinafter referred to as "the **Vendors**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors or successors-in-interest and assigns) and represented by Mr. _____ son of _____ of _____ having Aadhaar No. _____, having Income Tax PAN _____, being the authorized representative of the Constituted Attorney of the Vendors namely **SUGAM DIAMOND PROJECTS LLP** appointed by Power of Attorney dated _____ and registered with Additional Registrar of Assurance-IV, Kolkata in Book I Volume No. 1904-2020 Pages 106205 to 106254 Being No. 190401446 for the year 2020 of the **FIRST PART**;

AND

SUGAM DIAMOND PROJECTS LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 2/5 Sarat Bose Road, 4th Floor, Unit No-4B, Post Office Elgin Road, Police Station Ballygunge, Kolkata – 700020 having LLPIN: AAP-5530 and PAN: ADZFS2010G; represented by its Authorized Representative Mr. _____ (Aadhaar No. _____) authorized vide resolution dated _____; hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

(1) Mr./Ms._____ (having Aadhaar No.: _____ and PAN: _____) son/daughter/wife of _____, by religion _____, by occupation _____, by nationality _____, aged about _____ years, residing at _____, Post Office _____, Police Station _____, PIN-_____ and **(2) Mr./Ms.**_____ (having Aadhaar No.: _____ and PAN: _____) son/daughter/wife of _____, by religion _____, by occupation _____, by nationality _____, aged about _____ years, residing at _____, Post Office _____, Police Station _____, PIN-_____, hereinafter referred to as "the **Purchaser**" (which expression shall unless

repugnant to the context or meaning thereof be deemed to mean and include _____ heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

AND

_____ **PRIVATE LIMITED**¹, a Company incorporated under the Companies Act, 1956, having its Registered Office at _____ Police Station _____, Post Office _____, Kolkata- _____ (having PAN _____, CIN No- _____ hereinafter referred to as "the **Confirming Party**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors or successors-in-interest and assigns) and represented by Mr. _____ son of _____ of _____ having Aadhaar No. _____, having Income Tax PAN _____, being the authorized representative of the Constituted Attorney of the Confirming Party namely **SUGAM DIAMOND PROJECTS LLP** appointed by Power of Attorney dated _____ and registered with Additional Registrar of Assurance-____, Kolkata in Book I Volume No. ____ Pages _____ to _____ Being No. _____ for the year 202__ of the **FOURTH PART**;

AND

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

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

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

I. WHEREAS:

- A.** The Vendors are the full and absolute owners of **ALL THOSE** messuages tenements hereditaments dwelling rooms and premises together with pieces and parcels of land thereunto belonging whereon or on part whereof the same are erected and built containing a land area of 13.004 acres or 39 Bighas 06 Cottahs 11 Chittacks 40 Square feet more or less comprised in portions of the said L.R. Dag Nos. 3033 (portion measuring 4.054 acres out of 6.634 acres), 3034 (portion measuring 5.697 acres out of 6.517 acres) and entire L.R. Dag Nos.3035 (1.538 acres), 3033/4099 (0.755 acre) and 3033/4100 (0.960 acre) recorded in L.R. Khaitan No. 12284 in Mouza-Konnagar lying situate and comprised in a portion of Municipal Holding No. 61 Lal Bahadur Sastri Road, within Ward No. 10 (formerly Ward No. 15) of the Konnagar Municipality under Additional District Sub-

¹ In case the transaction in favour of the Confirming Party as contemplated in the CP Agreement (as defined below) is completed, the Confirming Party shall ipso facto be added as one of the Owners alongwith the Vendors hereto having same rights and obligations as that of the Vendors hereto.

Registrar, Sreerampur in the District of Hooghly PIN- 712235 in the State of West Bengal morefully described in **PART-I of Schedule A** (hereinafter referred to as "the **Whole Complex Land**"). The particulars of the sale deed/s whereby the Vendors purchased, inter alia, the Whole Complex Land and other facts of devolution of title in respect of the Project Land are mentioned in **Schedule A-1** hereto.

- A1.** The Promoter is the developer appointed by the Vendors in respect of development of the Whole Complex Land under Development Agreement dated 13th September 2019 as supplemented by Agreement dated _____ (hereinafter referred to as "the **Development Agreement**") particulars whereof is mentioned in **Schedule A-1**.
- A2. The Confirming Party is a buyer of 7.5% undivided share in the Project Land as defined below under an Agreement dated _____ (hereinafter referred to as "**CP Agreement**") and is entitled, inter alia, to a share in the Realizations from the Project in the manner and on the terms and conditions contained in the CP Agreement.
- B.** The Whole Complex Land is now earmarked for the purpose of building partly residential, partly commercial and partly mixed use project comprising multistoried buildings of which the second phase comprise of 2 multistoried apartment buildings numbered Blocks 5 and 6 (hereinafter collectively referred to as "the **Buildings**") and the clubhouse all lying on demarcated portions of the Whole Complex Land described in Part-II of Schedule A hereto ("**Project Land**") as per plans sanctioned by the Konnagar Municipality dated 31/08/2023 and revised vide plan No. SWS-OBPAS/1809/2023/0084/EXT/1 on 18.01.2024) (hereinafter referred to as "the **sanctioned building plans**" which expression shall include all sanctions, vertical/horizontal extensions, modifications, integrations, revalidations and revisions made thereto) (the Project Land with the buildings to be constructed thereon is hereinafter referred to as "the **Project**". The said entire project shall be known as **Urban Lakes** ("**Whole Complex**"). The Promoter has caused to be constructed the Project and obtained the Completion Certificate/Occupancy Certificate, as the case may be, in respect of the Building/s on _____.
- B1.** The development on the Whole Complex Land has been divided into multiple phases. The first phase comprising of Blocks 1, 2, 3 and 4 and the clubhouse main building and has been constructedⁱ on an identified portions of the Whole Complex Land. The first phase has been registered under the provisions of the West Bengal Housing Industry Regulation Act, 2017 with the West Bengal Housing Industry Regulatory Authority at Kolkata on 20th March 2020 under registration no. HIRA/P/HOO/2020/000906 (hereinafter referred to as "the **First Phase**") and the phasewise attributable land for the First Phase as envisaged in the Schedule to the agreements for sale of units in First Phase has been identified to be 5.67 acres or 343 Cottahs 10 Chittacks 15 Square feet (more or less) or 22,961.53 square meters (hereinafter referred to as "the **First Phase Land**") out of the Whole Complex Land as also submitted by the Promoter with the said registration with WB HIRA.
- B2. The second phase comprises of 2 building blocks numbered as "5" and "6" described in **Part-III of Schedule A** hereto (hereinafter referred to as "the **Buildings**") constructed on identified portions of the Whole Complex Land and has been named "Urban Lakes II"

(hereinafter referred to as "**Second Phase**" or "**Project**") and the phase wise attributable land for the project is 14110.85 square meters or 151888 square feet as described in **Part-II of Schedule A** hereto (hereinafter referred to as "**Project Land**").

- B3. The Promoter may in future and from time to time decide whether to develop further or other buildings of residential or commercial or mixed in nature in one or more additional phases on the remaining portion of Whole Complex Land described in Part-IIIA of **Schedule A** hereto (hereinafter referred to as "**Future Phases**"). Further and fuller details with regard to the Future Phases are morefully mentioned in clause No. 13.13 below.
- C. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____.
- D. By Agreement for Sale dated _____ (hereinafter referred to as "the **Sale Agreement**"), made between the Promoter, the Purchaser and the Vendor, the Promoter and the Vendor agreed to sell to the Purchaser (as Allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** Apartment No. _____ (hereinafter referred to as "the said **Unit**") having Carpet Area of _____ square feet more or less, type Standard, on a portion of the _____ floor in Tower ____ (hereinafter referred to as "the **Designated Block**") along with parking facility for _____ (_____) motor car to be used by the Purchaser as permissible under the applicable laws (hereinafter referred to as "the **Parking Facility**") Together With pro rata share in the Common Areas (as mentioned in the **Schedule D** hereto) and any other areas defined under Clause (n) of Section 2 of the Act and to the extent applicable in the Project (hereinafter referred to as "**Common Areas**"). The Unit, the Parking Facility, if any and pro rata share of the Common Areas are hereinafter collectively referred to as "the **Designated Apartment**" and the Unit and the Parking Facility, if any, are more particularly described in **Schedule B** and the floor plan of the Unit is annexed hereto and marked as '**Appendix-A**'. Be it clarified that the term Common Areas insofar as the same refers to the share of the Purchaser in the land shall mean the land in Project Land described in **Part-I of Schedule D** hereto and pro rata share to be conveyed shall be of the land comprised in the plinth of the Building in which the Unit be situated. Certain other expressions used in this deed shall have the meaning as per Schedule A-2 hereto
- E. The Purchaser has paid the entire consideration of Rs. _____ /- (Rupees _____) only payable for sale of the Designated Apartment under the Sale Agreement and the Vendors, the Promoter and the Confirming Party have apportioned and received the respective amounts receivable by them out of the same. The Vendors have agreed to complete the sale of the pro rata undivided share in the Land in the manner hereinstated and the Confirming Party has agreed to confirm such sale and also the sale of the Designated Apartment.
- F. The Purchaser has inspected the Designated Apartment and the Complex and satisfied himself about the construction and specification thereof and area of the Designated Apartment and the Common Areas provided and has no complaints or objection

thereabout. The Purchaser has also gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein including the Additional disclosures and details contained in the Sale Agreement and in this Deed and the sharing of common areas and amenities and the Club Facility and has accepted the same and is fully satisfied thereabout.

G. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the Common Areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed².

H. The Parties hereby confirm that they are signing this Deed with the full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.

II. NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs _____ /- (Rupees _____) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and out of the same the Vendor hereby admit and acknowledge the receipt of apportioned sum towards the pro rate share in the Project Land attributable to the said Unit and the Confirming Party hereby admit and acknowledge the receipt of apportioned sum towards the realization under the said Agreement and Vendor, the Promoter and the Confirming Party do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendor, to the extent of their respective entitlements, do hereby sell and transfer and the Confirming Party doth hereby concur and confirm unto and to the Purchaser **ALL THAT** the said Unit No. ____ morefully and particularly mentioned and described in **Schedule-B** hereto together with parking facility if granted to the Purchaser and if so and as specifically mentioned in the said **Schedule-B AND TOGETHER WITH** the right to use the Common Areas and Installations in common with the Vendor and the Promoter and other persons permitted by them [**AND TOGETHER WITH** right to use the Common Areas comprised in the Future Phases (from time to time developed by the Promoter) to the extent permitted by the Promoter, in common with the Vendors and Promoter and other persons permitted by them]³ **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 Vendor 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

² In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

³ * Will be applicable if constructed and/or relevant at the time of execution of sale deed

favour of the Purchaser and the Promoter/Vendor as are set out in the **Schedule C** hereto **AND SUBJECT TO** the Purchaser observing, fulfilling and performing the House Rules and other covenants, terms and conditions as contained hereinbelow and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

IIA. And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendor doth hereby sell and transfer to the Association ⁴undivided proportionate title to the said Land attributable to the Unit and the Vendor and the Promoter, to the extent of their respective entitlements, do hereby sell and transfer to the Association undivided proportionate share and title to the other Common Areas (save the Club Facility to be handed over as per clause 13.7.5) comprised in the Project Land absolutely. If any further document or instrument is required, in law, to be executed and registered to further confirm or vest the said transfer in favour of the Association, the parties hereto shall execute and register the same at the cost and expense of the Purchaser.

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

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

III. THE VENDOR, THE PROMOTER AND THE CONFIRMING PARTY 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, to the extent of their respective entitlements, 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

⁴ In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

them **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever created or made by the Vendor, the Promoter and the Confirming Party 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 the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

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

1. The Promoter agrees and acknowledges, that the Purchaser shall have the right to the Designated Apartment as mentioned below.
- (i) The Purchaser shall have exclusive ownership of the said Unit.
- (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association⁵ has been conveyed the undivided proportionate share in the Common Areas (save the Club Facility to be handed over in terms of clause 13.7.5 below).

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

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

- (iii) The Purchaser shall use the Common Areas along with the Vendor, the Promoter, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common Areas (save the Club Facility to be handed over in terms of clause 13.7.5 below) to the Association⁶.

⁵ In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

⁶ In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

2. **SINGLE UNIT:** The Purchaser agrees that the Unit along with Parking Facility (if any) shall be treated as a single indivisible unit for all purposes.
3. **INDEPENDENT PROJECT:** It is agreed that the Project is an independent Project and except sharing of several common areas as mentioned in **Part III** of **Schedule D** between the Project and the First Phase and Future Phase (if developed), the Project is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise without affecting the future right and possibility of integration of infrastructure for the benefit of the Purchaser. It is clarified that facilities and amenities as mentioned in **Part-III** of **SCHEDULE D** hereto shall be available for the use and enjoyment of the co-owners of the Project and of the First Phase in common with the Vendors, the Promoter and persons permitted by them and also the Confirming Party and also if so decided by the Promoter, by the allottees of the Future Phases. The Project is in the second phase of the Whole Complex and the disclosures made above shall apply as regards the sharing of facilities and interdependence on several aspects between the Project, the First Phase and the Future Phases (as from time to time developed) of the Whole Complex. It is clarified that in case the Future Phases is developed by the Promoter then and in that event, the Promoter may at its sole discretion allow the common use by the co-owners of the Project and the Future Phases of such Common Amenities and Facilities in the Project and Future Phases, as the Promoter may in its absolute discretion think fit and proper⁷
4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and the Vendor accept no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and the Vendor fully indemnified and harmless in this regard.
5. **CONSTRUCTION OF THE PROJECT/APARTMENT:** The Purchaser has seen inspected and examined the Project and the Designated Apartment and all Common Areas and Installations thereat (to remain common between the owners and occupiers of the Project, the First Phase and the Future Phases) 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 verified the same with the Designated Apartment and the Project including as regards the area, facilities, amenities and specifications thereat and all the Common Areas and Installations.

⁷ Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

6. **POSSESSION OF THE DESIGNATED APARTMENT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the Common Areas to the Maintenance In-charge duly made ready and complete with all specifications, amenities and facilities of the Project and the Association⁸ also confirms its acceptance of the same.
7. **HANDOVER OF DOCUMENTS:** The Purchaser agrees and accepts that the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association upon its taking charge.
8. **PAST OUTGOINGS:** The Purchaser and the Maintenance In-charge acknowledge, accept and confirm that the Promoter has already paid all outgoings 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 this Deed), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other 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 Purchaser is aware and accepts that the Association⁹ is to be the ultimate Maintenance In-charge and is and shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Maintenance In-charge.
10. **DEFECT LIABILITY:** It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the 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 occupancy certificate and/or partial occupancy certificate of the building in which the Unit is situated, as the case may be, the Parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the Parties and the terms and conditions hereof and then it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to

⁸ In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

⁹ In case Association is made a party. If the circumstances do not allow the joining of Association to this Deed then the undivided proportionate title to the said land will be transferred to the Purchaser to be held by it in trust of the Association and the Purchaser will be liable to transfer such title to the Association upon its formation

rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Purchaser or any other co-owner/s or Association of co-owners 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 or competent authority. The Purchaser is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The Purchaser has been made aware and expressly agrees that the regular wear and tear of the Apartment/Building Block/Project excludes minor hairline cracks on the external and internal walls (excluding RCC structure) which happens due to variation of temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Purchaser.

11. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter/Association/Maintenance In-charge shall have right of unrestricted access of all Common Areas and Installations, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or Maintenance In-charge to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Purchaser to remedy any want of repair.
12. **USAGE: Use of Basement (if any) and Service Areas:** The basement, if any, and service areas, if any, located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements, if any, in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge (including the Association of allottees formed by the allottees) for rendering maintenance services.
13. **MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:**
 - 13.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association or any other Maintenance In-charge as per the House Rules. The cost of such maintenance shall be payable by the Purchaser separately in addition to the Total Price of the Designated Apartment.

Clauses in relation to maintenance of Project, infrastructure and equipment:

13.2 In connection with the Additional Costs and Deposit payable by the Purchaser under the Sale Agreement, it is agreed by and between the parties hereto that the same does not include the following amounts which shall be payable by the Purchaser additionally:-

- (a) Goods and Service Tax and any other tax, levy, cess by any name called (including S.T.C., Works Contract Tax, duties, levies and all other taxes and impositions levied by the State Government, Central Government or any other authority or body from time to time) that may be applicable and/or imposed in future and such taxes shall be additionally payable at the applicable rates by the Purchaser and shall be paid proportionately, if levied as a whole on the Designated Block or the Project and wholly, if levied specifically on the Designated Apartment(including those that may be applied with retrospective effect and/or those for which any recovery proceedings are initiated in consequence thereof). The Purchaser further agrees that in case of any decrease/reduction in the applicable taxes, the Promoter shall not be liable to refund or compensate the same to the Purchaser in any manner whatsoever.
- (b) Fees and expenses, if any, payable to the any authority towards Sale or Transfer Permission fees.
- (c) Proportionate share of costs, charges and expenses in respect of additional fire safety measures if required to be undertaken due to any subsequent legislation / government order/directives/guidelines or if deemed necessary by the Promoter beyond the present provision of providing electric wiring in each apartment and firefighting equipment in the Common Areas only as prescribed in the existing firefighting code/ regulations.
- (d) Security Deposit and other expenses as may be required by the WBSEDCL or any other electricity provider for individual meter in respect of the Designated Apartment directly with the WBSEDCL or such other provider and proportionate share of the Security Deposit in respect of the common meter/s in respect of the Common Areas.
- (e) Stamp Duty and Registration Charges and all other applicable/incidental charges in respect of this Deed and/or any future contracts in pursuance hereof.
- (f) Fixed miscellaneous charges for registration of this Deed and/or any other contract, which shall be paid by the Purchaser to the Promoter.
- (g) Mutation Charges (post registration of Sale Deed) as may be prescribed by the Promoter.
- (h) Proportionate costs of formation of Association and handover to Association.

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

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

13.3 **Maintenance In-charge:**

13.3.1 **Association:** The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 by the Co-owners of the apartments in the Project and the same may be by way of membership in the Association of the co-owners in First Phase or in case required by law or decided by the Promoter a separate Association for the Project may be formed with a Federation between the associations of the First Phase, the Project and Future Phases (if developed). The Association (including Federation) so applicable to the co-owners is hereinafter referred to as the "**Association**". The Purchaser hereby agrees to become a member of the Association and to sign, execute and register all documents required for the formation of the Association and for its running and administration. The Promoter shall appoint consultant(s) having knowledge in formation of the Association and the Purchaser agrees to do all acts, deeds and things as may be required by such consultant(s) within the stipulated time and to pay the proportionate costs for the formation and operationalization of the Association.¹⁰

13.3.2 **Maintenance Agency:** The Promoter or the Association may appoint one or more agencies or persons (hereinafter referred to as "**Maintenance Agency**") to look after the acts relating to the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-Owners and, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common (hereinafter referred to as "**Common Purposes**") on such terms and conditions as it deems fit and proper. The Maintenance Agency may appoint professional facility management agencies or persons for conducting the day to day affairs as it may deem fit and proper. The fees and costs for such Maintenance Agency shall be proportionately borne and paid by the Purchaser.

13.3.3 **Maintenance In-charge :** Upon the Association taking charge of the acts relating to the Common Purposes, the Association shall be the Maintenance In-charge and until then the Promoter or any Maintenance Agency looking after the acts relating to the Common Purposes shall be the maintenance in-charge (hereinafter referred to as "**Maintenance In-charge**").

13.4 **Common Areas Related:**

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

13.4.2 The Project contains certain Common Areas as specified in **PART-II** of the **Schedule-D** hereto which the Purchaser shall have the right to use the said Common Areas in common with the Vendors, the Promoter and other Co-owners of the Project and other persons as

¹⁰ In case the Association is formed before the execution of this Deed, this clause will be suitably amended

may be permitted by the Promoter. The Project shall also contain certain Common Areas as specified in **PART-III** of the **SCHEDULE D** hereunder written which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Project and the First Phase and also if so decided by the Promoter with the co-owners of Future Phases (or part thereof as permitted by the Promoter).

- 13.4.3 The Whole Complex may contain certain additional joint common areas which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Whole Complex including the Future Phases and other persons permitted by the Promoter and the same shall be identified by the Promoter from time to time at the time of construction of the Future Phases.
- 13.4.4 Save those expressed or intended by the Promoter to form part of the Common Areas as per the **Schedule-D** hereto, no other part or portion of the Designated Block or the Project shall be claimed to be a part of the Common Areas by the Purchaser either independently or in common with any other Co-owner(s). In particular and without prejudice to the generality of the foregoing provisions of this clause, the parking spaces including the Mechanical Parking System shall neither be nor be claimed to be a part of the Common Areas.
- 13.4.5 The Promoter have finally identified and demarcated portions to comprise in the common amenities and facilities in the Project including the driveway, pathway and passage, services and installations for common use and also such areas which are reserved for common parking and for any other use and the areas so identified forms part of the Common Areas.

13.5 **Unit Related:**

- 13.5.1 **Fittings & Fixtures:** Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Purchaser at its own costs and expenses. In doing and carrying out the said fitout works, the Purchaser shall be obliged to do all works in a good and workman-like manner and without violating any laws, rules or regulations of the Konnagar Municipality, National Building Code and Fire rules and others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Unit. The Purchaser shall put the airconditioning outdoor units only at the place specifically identified and specified therefor and shall not cut walls or grills to put any outdoor unit. The wires, pipelines and connections for airconditioning inside the Unit shall be maintained by the Purchaser in a proper, well maintained and repaired manner. The Purchaser shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out any fitout or other activity. The Purchaser shall not make in the Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default, the Purchaser shall, without prejudice to any other consequences, prosecutions and liabilities under law, be liable to

pay to the Promoter and/or the Association as per demands made from time to time, the costs, charges and expenses for evaluating, attempting to repair and repairing such damage plus predetermined compensation equivalent to 50% (fifty Percent) of such costs, charges and expenses. In addition, such Purchaser may also be liable to be prosecuted in accordance with law and shall also be liable for all losses damages costs claims damages etc., if any, suffered by the Promoter and/or the Vendors and/or other Purchasers / Unit Holders and shall fully indemnify them and each of them.

13.5.2 Area Calculations:

- (i) **Carpet Area:** The carpet area for the 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.
- (ii) **Balcony Area:** The net usable area of the exclusive covered balcony/balconies, if any, attached to the said Unit.
- (iii) **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Purchaser.
- (iv) **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.
- (v) **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided ___ Square feet more or less.
- (vi) **Unit Area for CAM (Common Area Maintenance):** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up area and Proportionate Common Area which is ___ Square feet more or less.

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

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

13.6 **Housing Loan by Purchaser:** In case the Purchaser, with the prior written consent of the Promoter, has obtained any housing loan or finance to pay the consideration envisaged herein, the entire obligation or liability in respect of the same shall be that of

the Purchaser alone. In no event the Vendors, the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser from such bank/ financial institution.

13.7 **Activity Centre Related:**

13.7.1 **Users:** The Purchaser shall have the right to use Club Facility (morefully defined in **Part-IV** of **Schedule D** hereto) in the Project in common with the Vendors, the Promoter and other Co-owners of the of the First Phase, the Co-owners of the Future Phases and other persons permitted by the Promoter. The Purchaser shall be liable to pay the separate monthly maintenance charges as part of Other Charges as prescribed by the Promoter or the Maintenance In-charge for the Club Facility irrespective of the Purchaser using the Club Facility or not and such rates and charges shall be varied from time to time and shall be subject to escalation according to the exigencies of the situation. Further, the Purchaser agrees and accepts that the Maintenance In-charge shall be within its rights to impose separate charges from time to time for use of the Community Hall for private functions or ceremonies, if permitted. It is clarified that membership of the Club Facility and all other facilities / amenities available to the co-owners of the units in the First Phase, the Project and also if so decided by the Promoter, the Future Phases or parts thereof. The Club Facility may be used by the Purchaser alongwith family members residing at the Unit in common as aforesaid. Such use shall be subject to payment of the separate charges therefor and compliance of applicable rules and regulations for the Club Facility. In case any visitor or guest of the Purchaser desires to avail such facilities, 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

13.7.2 **Facilities:** The Promoter has erected, installed and/or made available certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned. A list of the facilities of the Club Facility as has been provided **PART-IV** of **Schedule-D** hereto¹¹.

13.7.3 **Club Facility Costs and Membership:** All co-owners of the building at the said Project will become members of the Club Facility and the rules thereof shall be framed by the Promoter. The Purchaser (and if there are more than one Purchaser, then only one of them) shall be given membership of the Club Facility. The subscription charges shall be determined by the Promoter till handover to the Association post which the same shall be determined by the Association. Detailed terms and conditions of membership, different charges and rules and regulations governing the usage of the Club Facility will be formulated in due course and circulated to all the members which they will have to abide including for the proper management and use thereof. In case the unit / apartment is transferred, the membership will automatically stand transferred to the transferee of the unit/ apartment and the transferor will cease to be member of the Club Facility. Further all costs and expenses for and relating to the Club Facility (including the cost of the Manager, the management, maintenance, administration, repair, replacement, upkeep of

¹¹ Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

all areas, equipments and utilities thereat and the cost of the professionals, employees and other persons appointed or engaged, the costs of rendition of security, services, amenities and facilities, taxes and overheads and all other fees, costs, charges and expenses connected therewith) shall be borne and paid by the co-owners of the Project in common with the co-owners of the Whole Complex who are made entitled to the Club Facility.

13.7.4 **Commencement of Operation of the Club Facility:** The Promoter shall endeavor to get the Club Facility operational after the entirety of the Whole Complex is complete and made ready. The Purchaser accepts and confirms that the date of completion of construction of the Designated Apartment shall have no connection and correlation with the Club Facility becoming operational and that the Purchaser shall not raise any claim or objection in this regard¹²

13.7.5 **Administration of the Club Facility:** The Club Facility will be under the Supervision and Management of the Promoter and the Promoter proposes to have a separate maintenance body for the Club which will co-ordinate with the Maintenance In-charge for the First Phase, the Project and each Future Phase. Unless otherwise decided by the Promoter, the Club Facility although forming part of the Common Areas shall not be handed over to the Association of the Project but shall be handed over in common to the Associations of the First Phase, the Project and Future Phases upon completion of the Future Phases. The Promoter and thereafter the Association of the Co-owners of the First Phase, Future Phases (if developed) and the Associations of co-owners of the Project upon being formed or a Federation of the association shall from time to time be given the responsibilities in respect of the Club Facility at such time in such manner and on such terms and conditions as the Promoter may deem fit and proper.

13.8 Overall Project Related :

13.8.1 **Car Parking Areas:** The Project contains two-wheeler and four-wheeler open and covered parking spaces and multi level mechanized parking spaces as per sanctioned plans (hereinafter referred to as the "**Parking Areas**"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule D and which can be used for parking "**Open Parking Areas**". For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the co-owners who need the same and apply for the same with preference being given by the Promoter to those co-owners who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned co-owner. The Promoter may allot parking facility in the Project to any co-owner of First Phase and/or Future Phases and may allot parking facility in the First Phase and/or Future Phases to any co-owner of the Project.

¹² Clause will undergo changes as per the factual situation at the time of preparation of Sale Deed for its execution

- 13.8.2 The cost of management, repair, replacement, maintenance and upkeep including Annual Maintenance Contracts of the Multi level Mechanical Parking System shall be part of the Common Expenses.
- 13.8.3 All unsold or unallotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same in the manner and on the terms and conditions deemed fit and proper by the Promoter.
- 13.8.4 **Non Obstruction in Project:** The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any addition or alteration of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever.
- 13.8.5 **Architect & Engineers:** Unless changed by the Promoter, Messrs. SHELTER of 105 Park Street, Kolkata – 700 016 shall be the Architect for the Project and Messrs. RICARDO BOFILL Taller De Arquitectura at 2/5 Sevak Baidya Street, Kolkata – 700029 is the principal consultant
- 13.8.6 **Name of the Project:** The Project shall bear the name “**Urban Lakes – Phase II**” or such other name as be decided by the Promoter from time to time. The Blocks shall also bear such name or such other name as be decided by the Promoter from time to time. The name of the Project and the Whole Complex cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.
- 13.9 **Future Expansion Related:**
- 13.9.1 The Purchaser accepts, acknowledges and confirms that the Promoter shall have the sole and exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project including additional floors/storeys on the buildings and other vertical and horizontal expansion and commercial exploitation and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person or persons on such terms and conditions as the Promoter in its absolute discretion may think fit and proper.
- 13.9.2 The Promoter may make further additions and alterations to the Building Plans without affecting the Unit or reducing the amenities and facilities mentioned in **Schedule-D**. The Promoter shall take any further consent, if required, from the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld. The Purchaser hereby authorizes and empowers the Promoter to do so as the attorney of the Purchaser.
- 13.10 **HOUSE RULES:** The ownership and enjoyment of the Unit, Parking Facility, if any and the Common Areas by the Purchaser shall be subject to the observance, fulfilment and performance of the terms and conditions of the Sale Agreement as also the House Rules

below ("**House Rules**") which the Purchaser shall be obliged and responsible to comply with strictly:

- 13.10.1 To use the Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Unit or any activity which may cause nuisance or annoyance to the Co-owners.
- 13.10.2 that unless the right of parking is expressly granted and mentioned in Sl. No. 2 of the **Schedule B** hereinabove written ("**Parking Facility**"), the Purchaser shall not park any motor car or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever. The Maintenance In-charge may also impose penalty for any wrongful parking by the Purchaser in deviation or violation of this clause and/or the applicable conditions for Parking Facility
- 13.10.3 In case the Purchaser has applied for and has been allotted Parking Facility, the same shall be subject to the following conditions: -
 - (i) The Purchaser shall pay the Parking Facility Maintenance Charges, if any, punctually and without any delay or default
 - (ii) the Purchaser shall not park any motor car or any other vehicle at any other place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever;
 - (iii) the Purchaser shall use the Parking Facility so agreed to be granted, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Facility.
 - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (v) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Unit nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (vii) This right to use car parking space does not confer any right of Ownership of the space on which such Parking Facility is provided.
 - (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Purchaser hereunder shall be super ceded by such legislation, rule, bye-law or

order and for which the Purchaser shall neither hold the Promoter and/or the Vendors and/or the Confirming Party liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors and/or the Confirming Party.

- (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.
- (x) In case the Purchaser is provided facility of parking which is inter-dependent with any other Parking Facility in the whole complex or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car of the other Unit owner of such facility and shall use the dependent facility in mutual co-operation with the other facility holder.
- (xi) In case the Purchaser is provided facility of parking in the Multi level Mechanical Parking System , the Purchaser shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the Multi level Mechanical Parking System by the Purchaser Unit Holders shall be dependant on each other and shall be subject to force majeure and interruptions, inconveniences, malfunctions and mechanical faults associated with its use and the Promoter and the Maintenance-in-Charge shall not be held responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Multi level Mechanical Parking System to which the Purchaser hereby consents and agrees to keep the Promoter fully indemnified in respect thereof.

13.10.4 In case the Purchaser has not been agreed to be granted any Parking Space, the Purchaser shall not park any motor car or any other vehicle at any place in the Project Land (including at the open spaces at the Project Land and the Whole Complex Land) nor claim any right to park in any manner whatsoever or howsoever

13.10.5 In case the Purchaser 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:-

- (i) 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
- (ii) 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
- (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;

- (iv) 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.
- (v) 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
- (vi) not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
- (vii) 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.
- (viii) not to sub-divide the Open Terrace in any manner.

- 13.10.6 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 shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter or the Confirming Party liable in any manner for any accident or damage while enjoying the Common Areas including any facility at Club Facility by the Purchaser or his family members or any other person. It is clarified that the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas and Club Facility
- 13.10.7 Not to make any construction or addition or alteration or enclose any Common Areas, the Club Facility nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 13.10.8 Not to claim any access or user of any other portion of the Project except the Designated Block and the Common Areas, the Club Facility mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 13.10.9 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of

the Designated Apartment save that the Purchaser shall have the right install window/split air-conditioners at the place/s provided therefor in the Designated Apartment

- 13.10.10 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 13.10.11 Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Designated Block passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Designated Block or any part thereof.
- 13.10.12 Not to misuse or permit to be misused the water supply at the Designated Apartment.
- 13.10.13 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 13.10.14 Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto or in the corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Designated Block or the Project Land or the Whole Complex Land save the battery-operated inverter inside the Designated Apartment.
- 13.10.15 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 13.10.16 Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
- 13.10.17 No bird or animal shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 13.10.18 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Unit and the Parking Facility, if any at all reasonable times for construction and completion of the Designated Block and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Unit and the Parking Facility, if any within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout
- 13.10.19 To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the Project Land and the Whole Complex Land by the Vendors and the Promoter and all other persons entitled thereto.

- 13.10.20 To maintain at its own costs and expenses the firefighting system and equipment installed inside the Unit and to keep the Unit free from all hazards relating to fire
- 13.10.21 To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Designated Block and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- 13.10.22 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Designated Block or may cause any increase in the premium payable in respect thereof.
- 13.10.23 Not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Vendors, the Promoter or to the other co-owner of the Designated Block. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Designated Block and/or the Project Land and/or the Whole Complex Land and/or outside walls of the Designated Block save in the manner indicated by the Promoter or the Maintenance In-charge.
- 13.10.24 To allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Purchaser.
- 13.10.25 Not to commit or permit to be committed any alteration or changes in, or draw from outside the Designated Block, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 13.10.26 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Project Land and the Whole Complex Land and other Common Purposes.
- 13.10.27 To Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project Land and the Whole Complex Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the Project Land and the Whole Complex Land.
- 13.10.28 To use only the Common Areas and Installations according to the rules framed from time to time by the Promoter and/or the Association in this behalf.
- 13.10.29 To maintain at his own costs, the Unit (including but not limited to the grills installed thereat) and the Balcony, in the same good condition state and order in which it be

delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Konnagar Municipality, CESC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and facilities and amenities at the Project.

- 13.10.30 Not to alter the outer elevation or façade or colour scheme of the Designated Block (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter hereinbelow nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Designated Block otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 13.10.31 Not to fix or install air conditioners in their respective Flats / Apartments save and except at places where provision has been made by the Promoter for installation of the same.
- 13.10.32 Not to install any box grill at the Unit or any of its windows nor to install any grill the design of which have not been suggested or approved by the Promoter or the Architects and upon such approval, may install such grill at their own costs and expenses.
- 13.10.33 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 13.10.34 Not to use the Unit and the Parking Facility, if any or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owner.
- 13.10.35 Not to change/alter/modify the name of the Project and/or the Building therein from those mentioned in this Deed.
- 13.10.36 Not to do or permit any animal sacrifice or any festival or occasion which contains any bodily or physical harm to any person or animal at any part or portion of the Common Areas.
- 13.10.37 The Purchaser agrees, declares and confirms that the right, title and interest of the Purchaser is and shall be confined only to the Unit, the Parking Facility and the other components of the Designated Apartment and that the Promoter shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed spaces and portions of the Project in favour of third parties at such consideration and its sole discretion, which the Purchaser hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

- 13.10.38 The power backup from the Common Generator in the Project shall be commenced only upon 50% (fifty percent) of the Co-owners (other than the Vendor or the Promoter or the Confirming Party) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Unit before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive, at any time, the said requirement of minimum percentage of occupancy.
- 13.11 **Taxes and Outgoings:** The Purchaser binds himself and covenants to bear and pay and discharge the following amounts, taxes, expenses and outgoings ("**Taxes and Outgoings**"):
- 13.11.1 Property tax and/or Municipal rates and taxes and water tax, (if any) assessed on or in respect of the Designated Apartment directly to the Municipality, BLLRO and/or any other appropriate authority Provided That so long as the same is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the Project Land and/or the Whole Complex Land.
- 13.11.2 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute, rules or regulations whether existing or as may be imposed or levied at any time in future on in respect of the Designated Apartment and/or any component thereof and/or the Building and/or the Project Land and/or the Whole Complex and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and proportionately in case the same relates to the Building and/or the Project Land and/or the Whole Complex Land or any part thereof.
- 13.11.3 Electricity charges for electricity consumed in or relating to the Unit(including any applicable minimum charges and proportionate share of transmission loss).
- 13.11.4 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment or any part thereof against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-Owner, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- 13.11.5 Proportionate share of all Common Expenses (including those mentioned in **SCHEDULE E** hereto) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs. ____ (Rupees _____) only per Square foot per month of the Unit Area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

- 13.11.6 Proportionate share of all costs, charges and expenses for management, maintenance, administration, repair, replacement, painting, upgradation etc., of the Club Facility as made applicable by the Maintenance In-charge of the Club Facility from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge of the Club Facility, separate monthly club facility charges calculated @ Rs. _____ (Rupee _____) only per Square foot per month of the Unit Area for CAM. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by such Maintenance In-charge at its sole and absolute discretion after taking into consideration the facilities.
- 13.11.7 Parking Facility Maintenance Charges amounting to Rs. _____/- per annum per Parking Facility, if any.
- 13.11.8 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- 13.11.9 Goods and Service Tax and all other overheads in respect of the aforesaid outgoings and taxes payable by the Purchaser as per the prevalent rates.
- 13.11.10 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 13.12 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Unit Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and without raising any objection of any nature whatsoever. Part payment will not be accepted after the due dates.
- 13.12.1 The maintenance charges do not include any payment or contribution towards the Club Facility payable by the Purchaser as per stipulations made elsewhere in this Deed therefor. The maintenance charges does not also include the costs and expenses for major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, the maintenance charges and all such payments shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be 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.

- 13.12.2 The liability of the Purchaser to pay the aforesaid Taxes and Outgoings shall accrue with effect from _____(hereinafter referred to as “the **Liability Commencement Date**”).
- 13.12.3 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-In-charge, interest at the prescribed rate as per the Act or Rules on all the amounts in arrears. Without prejudice to the liability of the Purchaser to pay interest as aforesaid, in case the failure and/or default in any payment by the Purchaser for 2 (two) months then until such payment with applicable interest, the Purchaser and persons deriving rights through him shall be debarred from the benefits of use of the common facilities and the membership and use of the Club Facility shall be suspended and the Maintenance-in-charge and Manager shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees guests agents tenants or licencees and/or the Designated Apartment. It is clarified that any debarring, suspension, withholding or stoppage as aforesaid shall not affect the continuing liabilities of the Purchaser in respect of payment of the Taxes and Outgoings and applicable interest during the period of such debar, suspension, withholding or stoppage.
- 13.12.4 It is further agreed that the Promoter shall not be liable if there be any disconnection or interruption in the use of electricity, generator, water, and other utilities etc., owing to any nonpayment of bills and charges by the Purchaser.
- 13.12.5 The Purchaser shall be and remain responsible for and to indemnify the Vendors, the Promoter, the Confirming Party and the Association against all damages costs claims demands and proceedings occasioned to the Land or any other part of the Building at the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Vendor and the Promoter and the Confirming Party against all actions claims proceedings costs expenses and demands made against or suffered by the Vendor and/or the Promoter and/or the Confirming Party as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.
- 13.12.6 **Waiver:** The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 (five) years from the date of the Occupancy Certificate.
- 13.12.7 Common Expenses (“**Common Expenses**”) shall be all fees, costs, charges and expenses to be paid or incurred in respect of the management, maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas and the parking spaces and for all other Common Purposes and include those mentioned in **Schedule-E** hereto.

13.13 **Acknowledgments, Exceptions and Reservations:** The Purchaser doth hereby unconditionally and irrevocably agree to the rights, entitlements and authorities of the Promoter under the provisions of this Deed fully and in all manner and shall not be entitled to raise any objection, dispute, hindrance or claim on any account whatsoever in respect thereof. Without affecting the generality of the foregoing, the Purchaser doth hereby authorize, allow and permit the Promoter to avail and/or exercise all or any of rights and authorities at any time and from time to time hereafter:-

13.13.1 The building plans already sanctioned mention that the land area of the Whole Property is 59018.90 square meter or 14.58389 acre and out of which the gifted area to Konnagar Municipality is 5382.319 square meter plus 1015.991 square meter totaling to 6398.31 metre equivalent to 1.58105 acre with a net land area of 52620.590 square meter equivalent to 13.00284 acre being the Whole Complex Land. Such building plan also mentions the First Phase to be Phase-I and the sanction taken there was for only a part of the total FAR sanctionable in respect of the First Phase Land. Only about 0.638 FAR has been consumed out of 2.250 FAR available for the First Phase Land. The unused FAR is partly being utilized by the Promoter. The unutilized FAR in respect of the First Phase and if additional FAR is available on account of Green Building or otherwise, may be utilized by the Promoter at Second Phase (by way of any modification of the said Plans) and/or at any Future Phases, at its sole discretion. New or modified plans are also likely to be sanctioned for the Future Phases. The Purchaser consents to the sanctioning of such plans for utilizing the unutilized and/or additional FAR by the Promoter at any time in future by way of modification of the existing building plan and/or new plans. Upon the Promoter developing further buildings in one or more phases there can be sharing of certain common amenities and facilities between the First Phase, the Project and the Future Phases amongst the co-owners of the First Phase, the Project and the developed Future Phases in such manner as the Promoter may plan and decide. If the Promoter decides not to develop any part of the Future Phases, then the Promoter shall be entitled to demarcate the connected land and exclude the same from the Whole Complex and the Vendors and Promoter shall own, hold, enjoy and/or deal with or transfer the same in such manner as they may deem fit and proper with or without the benefit of unutilized FAR of First Phase Land, Project Land and/or otherwise as available. The Future Phases as may be and if developed by the Promoter at its absolute discretion shall be separately registered under the Act at a later stage as a separate project.

13.13.2 As stated in the last preceding sub-clause, the Promoter has utilized part of the unutilized and/or additional sanctionable constructed areas (F.A.R.) in respect of the First Phase Land in respect of portion of the Project. A total of 0.953 FAR has so far been utilized in the Project as against the available 2.25. The Promoter shall further be entitled at any time hereafter to utilize the balance FAR and/or any additional FAR (due to change of laws or rules and/or advantages on account of Green Building or Metro Corridor or otherwise) as may be sanctionable in respect of the Project Land and/or First Phase Land and/or the Future Phases within the First Phase and/or the Second Phase and/or the Future Phases as the Promoter may deem fit and proper and such utilization may be by way of construction of additional floors or storeys on the buildings or any new blocks thereof at the First Phase, the Second Phase and/or the Future Phases at any time after completion of construction of the buildings at the Project Land and such right is being hereby excluded

and reserved unto the Promoter. The Purchaser accepts any consequential variation in the shares in land and Common Areas attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.

13.13.3 The Promoter shall be bound to execute and/or register such supplementary agreements to effectuate and implement the integration and related terms and conditions as formulated by the Promoter in respect of the Project, the First Phase and Future Phases or any one or more of them.

13.13.4 For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted, Parking Facility of the type applied by him in an identified dependent or independent space.

13.13.5 The Promoter shall be entitled to add or convert any open parking space areas in the Building Complex into stack parking or multi-level parking by the Promoter and get the same approved as per applicable rules of Konnagar Municipality in respect thereof.

13.13.6 The common areas and amenities as stated in **Part-III** of the **Schedule D** hereto shall be for common use among the owners and occupiers of project in First Phase (except those specific to individual buildings therein) and those in the Project (except those specific to individual buildings in the Project) and may also be made for common use by owners and occupiers of projects in the Future Phases in the manner and to the extent specified by the Promoter and such use shall in any event be in common with the Vendors and the Promoter and persons permitted by them. The multi facility club for the common use of owners and occupiers of all the First Phase and the Project as mentioned in **Part IV** of **Schedule D** ("**Club Facility**") shall also be for common use among the owners and occupiers of project in First Phase and the Project in common with the Vendors and the Promoter and persons permitted by them and may also be for common use by owners and occupiers of projects in the Future Phases in the manner and to the extent specified by the Promoter. In case of development of the Future Phases, the Club Facility may be expanded by such additional or further facility as the Promoter may specify and if so expanded, the same shall form integral part of the Club Facility. The construction in respect of the portion of the Club Facility in the First Phase has already been undertaken¹³. Further the Promoter may continue the same Association as may be formed for the First Phase, as Association for the Project and the Future Phases. However, if due to requirements of law or any other reason deemed fit by the Promoter, separate associations are formed for the First Phase, the Project and/or Future Phases then the common areas shall be under control of the Federation of such associations.

13.13.7 The Purchaser is aware that the Project/ Whole Complex is pre-certified with gold rating by Indian Green Building Council (IGBC).

13.13.8 The Purchaser shall remain bound to abide by the practices, norms, guidelines for Green Homes, both within the Whole Complex as well as the said Unit, as may be prescribed by

¹³ This clause may undergo changes depending upon the stage of construction of the Club Facility at the time of Conveyance to the Purchaser

the authorities for water conservation, handling of house-hold waste, energy efficiency, beautification and greenery and other like features of the green buildings for the benefit of the Whole Complex. The Purchaser shall ensure that the norms, practices and the legal requirements / guidelines of SEAC / SEIAA / Pollution Control Board / IGBC in relation to the operation and maintenance (O & M) of the common facilities viz. STP, Solid Waste System, Solar Street Lights etc., within the Project/ Whole complex are duly and regularly observed, fulfilled and abided by the Purchaser and the Association.

13.13.9 The Promoter shall be entitled to make such additions and/or alterations and/or modifications in the sanctioned plans as may be required by the pollution control/environment authorities for the purpose of receiving the grant of consent/approval from such authorities.

13.13.10 The Promoter shall at all times also be entitled to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary, Main entrance of the Whole Complex common areas and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., (hereinafter referred to "as **Project Branding**") and the Purchaser or the Association shall not be entitled to obstruct, remove or block the same in any manner whatsoever or howsoever. The Purchaser has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "Sugam", "Diamond", etc., ("Said Signage") of the Promoter being erected on the roof and/or the parapet walls and/or the façade of the Project and also the boundary walls of the Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost if the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Purchaser nor the Purchaser's successor-in-interest shall at any time do any act, deed or thing which affects or hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining, managing, repairing, replacing, adding or altering the Said Signage, the Promoter and/or the men and agents of the Promoter shall at all times have the right of access to the areas in which the Said Signage are constructed and/or installed without any obstruction or hindrance either from the Purchaser or the Maintenance In-charge. The Purchaser further agrees not to use the name/mark ""Sugam", "Diamond", etc., in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

13.13.11 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the vendors, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, v-sat, television, internet, transformer, compactor, earth pits, generators, invertors, wires and installations and any other facility anywhere at the Designated Block and/or spaces surrounding the same including but not limited to their

respective roofs, against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any of them or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such vendors/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall belong to the Promoter and the Promoter may use the same to subsidize/meet the Common Expenses to that extent.

13.13.12 The Purchaser has agreed that for the benefit of the Project, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project including the Common Areas without changing the layout, specification and carpet area of the Unit as may be necessary due to architectural and structural reason on recommendation of the Architect. The Purchaser unconditionally accepts and consents to the same and shall not raise any objection whatsoever in this regard.

13.14 **COMPLIANCE WITH RESPECT TO THE APARTMENT:**

13.14.1 The Purchaser shall with effect from the Liability Commencement Date, be solely responsible to comply with the House Rules/Association Bye-laws and maintain the Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the Unit, Parking Facility, if any, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

13.14.2 The Purchaser further undertakes, assures and guarantees that he 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 or Common Areas. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

13.14.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter by the Maintenance In-charge. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

14 **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PURCHASER:** The Purchaser is entering into this Deed with full knowledge of all the laws, rules, regulations,

notifications applicable to the Project in general and this Project in particular. The Purchaser hereby undertakes that he shall comply with and carry out, from time to time after he has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Unit at his own cost.

- 15 **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that except as otherwise mentioned elsewhere herein it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Completion Certificate/Occupancy Certificate, as the case may be, in respect of the Buildings in the Project has been issued by the competent authority(ies) except as provided for elsewhere in these presents and/or in the Act.
- 16 **ENTIRE CONTRACT:** This Deed along with its schedules read with the consistent terms and conditions of the Sale Agreement shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
- 17 **PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
- 18 **WAIVER NOT A LIMITATION TO ENFORCE:** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 19 **SEVERABILITY:** If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- 20 **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other co-owner(s) in the Project, the same shall be equal to the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.

- 21 **FURTHER ASSURANCES:** All Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
- 22 **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties. Hence this Deed shall be deemed to have been executed at Kolkata.
- 23 **NOTICES:** That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned in the Sale Agreement. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
- 24 **GOVERNING LAW:** That the rights and obligations of the Parties arising out of or under this Deed shall be construed and enforced in accordance with the applicable laws of India for the time being in force.
- 25 **DISPUTE RESOLUTION:** All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act and/or its subsequent amendments and all disputes and differences relating to the Designated Apartment in the Project shall be subject to the exclusive jurisdiction of Courts at Kolkata only.
- 26 **OTHER TERMS AND CONDITIONS:** The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

SCHEDULE 'A'

PROJECT LAND

PART-I

WHOLE COMPLEX LAND

ALL THAT pieces or parcels of land thereunto belonging whereon or on part whereof the same are erected and built containing a land area of 13.004 acres or 39 Bighas 06 Cottahs 11 Chittacks 40 Square feet more or less comprised in portions of the said L.R. Dag Nos. 3033 (portion measuring 4.054 acres out of 6.634 acres), 3034 (portion measuring 5.697 acres out of 6.517 acres) and entire L.R. Dag Nos.3035 (1.538 acres), 3033/4099 (0.755 acre) and 3033/4100 (0.960 acre) recorded in L.R. Khaitan No. 12284 in Mouza-Konnagar lying at and comprised in Municipal Holding No. 61 Lal Bahadur Sastri Road, within Ward No. 10 (formerly Ward No. 15) of the

Konnagar Municipality Additional District Sub-Registrar, Sreerampur in the District of Hooghly PIN- 712235 in the State of West Bengal and butted and bounded as follows:-

- (i) On the North : Partly by others landed properties and partly by Lal Bahadur Sastri Road
- (ii) On the South : By Lal Bahadur Sastri Road.
- (iii) On the East : By Others landed properties; and
- (iv) On the West : By Lal Bahadur Sastri Road.

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

PART-II

PROJECT LAND

ALL THAT pieces or parcels of land thereunto belonging whereon or on part whereof the same are erected and built containing a land area of 3.4869 acres or 14110.85 square meters or 10 Bighas 10 Cottahs 15 Chittacks 13 Square feet more or less comprised in _____ of the said L.R. Dag Nos. _____ (portion measuring _____ acres out of _____ acres), _____ (portion measuring _____ acres out of _____ acres) and L.R. Dag No. _____ (_____ out of _____ acres), recorded in L.R. Khaitan No. 12284 in Mouza-Konnagar lying at and comprised in Municipal Holding No. 61 Lal Bahadur Sastri Road, within Ward No. 10 (formerly Ward No. 15) of the Konnagar Municipality Additional District Sub-Registrar, Sreerampur in the District of Hooghly PIN- 712235 in the State of West Bengal and butted and bounded as follows:-

- (i) On the North : Partly by others landed properties and partly by Lal Bahadur Sastri Road
- (ii) On the South : By Lal Bahadur Sastri Road.
- (iii) On the East : By Others landed properties; and
- (iv) On the West : By Lal Bahadur Sastri Road.

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

PART-III

(PROJECT / SECOND PHASE)

BUILDING DETAILS

1. Block 5 having Ground and 12 upper floors as per sanctioned plan dated 18.01.2024.
2. Block 6 having Ground and 23 upper floors as per sanctioned plan dated 18.01.2024.
3. Specified Club Facilities as morefully contained in **Part-IV** of the **Schedule D** hereto
4. Common Amenities and Facilities as mentioned in **Part I** and **II** of **Schedule D** hereto.
5. Common use with the Future Phase/s (or part thereof as decided by the Promoter) of the Common Amenities and Facilities at the Project out of those mentioned in **Part III** of **Schedule D** hereto and any other as be decided by the Promoter before or during the course of development of any Future Phase.

PART-IIIA

FUTURE PHASE/S (IF DEVELOPED BY PROMOTER)

One or more phases with as the Promoter may in future and from time to time decide for buildings of residential or commercial or mixed use at remaining portion of the Whole Complex Land having a land area of 16168.74 Sq. metre or 174039 square feet

SCHEDULE A-1

DEVOLUTION OF TITLE

- A.** By an Indenture of Sale dated 28th August, 2009 made between National Textile Corporation Limited as the Vendor of the One Part and Happy Suraksha Private Limited therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I, CD-Volume No. 3, Pages 2277 to 2291, Being No. 1382 for the year 2009, the said National Textile Corporation Limited for the consideration therein mentioned conveyed by way of absolute sale to the said Happy Suraksha Private Limited **All That** pieces and parcels of land hereditaments and premises containing an area of 14.584 acre more or less situate lying at and being the Dags as per table below, in Mouza - Konnagar, Police Station Uttarpara in the District of Hooghly and State of West Bengal and assessed as Municipal Holding No 61, Lal Bahadur Sastri Road by Konnagar Municipality (hereinafter referred to as the "**Larger Property**").

L.R.	Dag	Khaitan Number	Total Area in acres	Area forming part of the Entire Property in acres
3033		11690	6.634	5.384

3034	11690	6.517	5.947
3035	11690	1.538	1.538
3033/4099	11690	0.960	0.960
3033/4100	11690	0960	0.960
		Total	14.584

- B.** The name of Happy Suraksha Private Limited was changed to Sugam Promoters Private Limited (the Vendor herein) and a fresh of Certificate of Incorporation consequent to change of name was issued by the Registrar of Companies, West Bengal on 15th October, 2009.
- C.** The name of the Vendor No. 1 herein has been mutated and recorded in respect of the Larger Property in the records of the B.L. & L.R.O. under L.R. Khatian No. 12284 and also in the records of the Konnagar Municipality vide Municipal Holding No. 61, Lal Bahadur Sastri Road (formerly Haren Chandra Banerjee Lane), within Ward No.15 (now Ward No.10) of the Konnagar Municipality.
- D.** The Lands comprised in the LR Dag Nos. 3033, 3034, 3033/4100 containing a total area of 12.291 acre was converted to a nature of "Bahutal Abasan" under Section 4(C) of the West Bengal Land Reforms Act, 1955.
- E.** Out of the said Land, the pieces or parcels of land containing an aggregate area of 1.58 acres or 4 Bighas 15 Cottahs 9 Chittacks 20 Square feet more or less were gifted to Konnagar Municipality under three Deeds of Gift executed and registered in favour of the Konnagar Municipality (i) one being dated 10th January, 2019 and registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I, Volume No. 1903-2019, Pages 15097 to 15121, Being No. 190300172, for the year 2019, (ii) another one being dated 10th January 2019 and registered with the Additional Registrar of Assurances-III, Kolkata in Book No. I, Volume No.1903-2019, Pages 15073 to 15096, Being No. 190300173, for the year 2019 and (iii) the third one dated 21st January 2019 and registered with Additional Registrar of Assurances-III, Kolkata in Book No. I, Volume No. 1903-2019, Pages 36049 to 36072 Being No. 190300488, for the year 2019.
- F.** The portion containing an area of 13.004 acres or 39 bighas 06 Cottahs 11 Chittacks 40 square feet more or less which remained after excluding the gifted portions from the area of the Larger Property is the said Land and out of the same a demarcated portion is the Project Land.
- G.** The said Plans being the plans for construction of the Buildings at the Project has been sanctioned by the Konnagar Municipality, Hooghly vide Memo No. 18/12/18 dated 1st February, 2019 and revised on 18/01/2024.
- H.** By an Indenture of Conveyance dated 28th March, 2019 made between the Vendor No. 1 herein therein referred as the Vendor of the One Part and the Vendor No. 2 herein therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances- III, Kolkata in Book No. I, Volume No. 1903-2019, Pages from 52647 to 52678, Being No. 190301223 for the year 2019, the Vendor No. 1 hereto (namely said

Sugam Promoters Private Limited) for the consideration therein mentioned conveyed by way of absolute sale to the Vendor No. 2 hereto (namely Sheratove Nirman Private Limited) **ALL THAT** an undivided part or share of the Larger Property as morefully mentioned therein, absolutely and forever together with the benefits of the said Plans.

- I.** Consequent to the aforesaid, the Vendors are now holding the said Land with an undivided 9.1028 acre being owned by the Vendor No. 1 and an undivided 3.9012 being owned by the Vendor No. 2 which translates to a 70% undivided share of the Vendor No. 1 in the said Land and 30% undivided share of the Vendor No. 2 in the said Land.
- J.** By the Development Agreement the Vendors, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land by constructing the Buildings at the Whole Complex or any part thereof for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Vendors and the Promoter as follows:-
 - (i) The said Land shall be developed in one or multiple phases at the discretion of the Promoter.
 - (ii) The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Vendors and the Promoter in the ratio as agreed under the Development Agreement and the entire Other Charges and Deposits shall exclusively belong to the Promoter;
 - (iii) All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Vendors and the Promoter shall separately pay to the Vendors the share of the Vendors in the same.
- K.** By the CP Agreement, the Vendors agreed to transfer to the Confirming Party undivided 7.5% share in the Project Land on the terms and conditions therein contained.¹⁴
- L.** The Vendors and if so required by the Promoter, the Confirming Party, would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
- M.** The Vendors have joined this Deed to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the said Unit.

SCHEDULE-A-2

DEFINITIONS:

1. **DEFINITIONS:** Unless, in this Deed, there be something contrary or repugnant to the subject or context:

¹⁴ In case the conveyance in favour of the Confirming Party is executed before the sale deed in favour of the Purchaser, this clause would be modified accordingly.

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

SCHEDULE 'B'

UNIT, PARKING ETC.

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

SCHEDULE-C –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements appendages and appurtenances belonging or appertaining to the Designated Apartment which are hereinafter specified Excepting and Reserving unto the Promoter and the Vendors and other persons deriving right, title and/or permission from the Promoter and the 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, the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
 - b. The right of protection of the Designated Apartment by and from all other parts of the Building so far as they now protect the same.
 - c. The right of flow in common as aforesaid of electricity water sewerage drainage and other common utilities from and/or to the Designated Apartment through wires and conduits lying or being in under or over the other parts of the Building and/or the Project so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the Designated Apartment.
 - d. The right of the Purchaser with or without workmen and necessary materials to enter from time to time upon the other parts of the Building for the purpose of rebuilding, repairing, replacing or cleaning, so far as may be necessary, such pipes, drains, sewers, wires and conduits belonging to or serving the Designated Apartment and other Apartments and portions of the Building and also for the purpose of repairing the Designated Apartment insofar as such repairing as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty-eight hours previous notice in writing of the Purchaser's intention so to enter to the Maintenance In-charge and the Co-owner affected thereby.
 - e. All the above easements are subject to and conditional upon the Purchaser paying and depositing the maintenance charges, municipal rates and taxes, common expenses, electricity charges or any other amount or outgoing payable by the Purchaser under these presents within due dates and observing and performing the covenants terms and conditions on the part of the Purchaser to be observed and performed hereunder.
- B The under-mentioned rights easements quasi-easements and privileges appertaining to the Project shall be excepted and reserved for the Vendors, 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 Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE 'D'

COMMON AREAS AND INSTALLATIONS

PART-I

1. AMENITIES & FACILITIES:

1.1 Common Areas & Installations at any Building:

- 1.1.1** Electrical wiring and fittings and fixtures for lighting the staircases, common areas, lobbies and landings and operating the installation of the lifts at the new building
- 1.1.2** Electrical installations with main switch and meters and space required therefor in the new Building.
- 1.1.3** Overhead water tank connecting to the different Units of the new Building.
- 1.1.4** Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the new Building.
- 1.1.5** Common corridors, lobbies, stairs, stairs cover, stairways landings, entrances, exits and pathways within each New Building.
- 1.1.6** Windows/doors/grills and other fittings of the common area of the New building.
- 1.1.7** Lifts, lift lobbies, lift wells spaces required therefor.
- 1.1.8** Common roof
- 1.1.9** Fire fighting system installations.
- 1.1.10** Such other common parts, areas and portions and fixtures/ fittings in or about each New Building as may be provided by the Promoter

PART-II

(Common Areas in the Project)

1.2 Common Areas & Installations at the Project:

- 1.2.1** Driveways, pathways and pavements and landscape green at the Project Land.
- 1.2.2** Space for Transformers (if installed) and Electrical installations and the accessories and wiring in respect of the Building Complex and the space required therefor.
- 1.2.3** Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tank of new Building (From borewell).
- 1.2.4** Water waste and sewerage evacuation pipes and drains from the several Buildings to the municipal drains
- 1.2.5** Sewage Treatment plant
- 1.2.6** Fire fighting installations, jockey pumps and fire pumps.
- 1.2.7** Common toilets.
- 1.2.8** Water Filtration plant.
- 1.2.9** Boundary walls of the said Land and the main gates.
- 1.2.10** Maintenance Management office.
- 1.2.11** Water bodies.
- 1.2.12** CCTV System.

- 1.2.13 Rain water Harvesting
- 1.2.14 Jogging Track
- 1.2.15 Fire & Safety- Fire Detection & Protection System Emergency Evacuation Services - Alternate Stair & Fire Refuge Platform Renewable Energy -Renewable Energy by providing Solar PV Plant
- 1.2.16 Such other common parts, areas and portions on or about the Project Land and for the Project as a whole as may be provided by the Promoter (except the open and covered parking areas).

PART-III

AMENITIES, FACILITIES WHICH ARE PART OF FIRST PHASE AND/OR THE PROJECT AND SHALL BE IN COMMON USE BY VENDORS AND OCCUPIERS THEREOF AND MAY ALSO, IF SO DECIDED BY THE PROMOTER, BE FOR USE BY THE VENDORS AND OCCUPIERS OF FUTURE PHASE/S:

- 2.1 Driveways, pathways and pavements and landscape green at the First Phase Land and Project Land.
- 2.2 Spaces for Transformers (if installed) and Electrical installations and the accessories and wiring in respect of the Building Complex and the space required therefor.
- 2.3 Water waste and sewerage evacuation pipes and drains from the several Buildings to the municipal drains
- 2.4 Boundary walls and the main gates.
- 2.5 Water bodies.
- 2.6 Jogging Track
- 2.7 Fire & Safety- Fire Detection & Protection System Emergency Evacuation Services
- 2.8 Renewable Energy -Renewable Energy by providing Solar PV Plant
- 2.9 Such other common parts, areas and portions on or about the Project Land as may be provided by the Promoter (except the open and covered parking Areas).

PART-IV CLUB FACILITY

- 1. The Promoter is in the process ¹⁵to erect, install and/or make available in the First Phase and shall erect, install and/or make available in the Project certain facilities with initial infrastructure and equipments and installation as provided by the Promoter as hereinafter mentioned (hereinafter referred to as "the **Club Facility**" which expression shall include any modifications or alterations of all or any such facility) at portions of the First Phase and the Project constituting :
 - 1.1 At the First Phase:
 - i. Swimming Pool at the First Phase;
 - ii. Children's Play area (as part of landscape) at the First Phase

¹⁵ Will be changed in case the club is ready before conveyance in favour of the Purchaser

- iii. Library at the First Phase
- iv. Gymnasium at the First Phase
- v. Indoor Games Room at the First Phase
- vi. Audio Visual Room at the First Phase
- vii. Banquet Hall at the First Phase
- viii. Guest Rooms at the First Phase
- ix. Multipurpose Courts (as part of landscape) at the First Phase
- x. Toilets for Ladies and Gents at the First Phase
- xi. Pool Table at the First Phase
- xii. Table Tennis Table at the First Phase
- xiii. Chess and Carom at the First Phase

1.2 At the Project:

- i. Landscaped Podium
- ii. Children's Play area on Podium.
- iii. Lake side Promenade
- iv. Pickle Ball Court
- v. Party Hall
- vi. Residents Lounge.

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

SCHEDULE E

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

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting, upkeep etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building , lifts, generators, CCTV, water pump with motors, the Parking Spaces and all adjoining side spaces and all related, gutters and water pipes for all purposes, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other

part of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas including lifts, generators, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces.
3. **STAFF:** The salaries of and all other expenses including their bonus and other emoluments and benefits of the staffs/personnel to be employed for the common purposes {including (i) staffs for Site Property Management, (ii) staffs for Outsourced Specialist (House Keeping), (iii) staffs for Electrician/MST (Technical Staff), (iv) Plumber (Technical Staff) and (v) staffs for Security Services (Security Supervisor)}. The staff specifications are provisional and subject to change as per requirement as decided by the Promoter and/or Maintenance-In Charge.
4. **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
9. **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement renovation, overhaul, in respect of the Parking Spaces and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Association for the common purposes.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

VENDOR:

Signature _____

Name: _____

Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

CONFIRMING PARTY:

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PURCHASER: (including joint buyers)

Signature _____

Name: _____

Address: _____

Signature _____

Name: _____

Address: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

RECEIPT AND MEMO OF CONSIDERATION:

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

MEMO OF CONSIDERATION

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

(Rupees _____) only

(VENDOR)

(PROMOTER)

WITNESSES:

DATED THIS ____ DAY OF ____ 2024

BETWEEN

SUGAM DIAMOND PROJECTS LLP

...PROMOTER

AND

...PURCHASER

AND

**SUGAM PROMOTERS PRIVATE LIMITED
& ANR.**

...VENDORS

AND

_____ **PRIVATE LIMITED**

....CONFIRMING PARTY

AGREEMENT

(Unit No. _____ Block
_____)

DSP LAW ASSOCIATES

Advocates

4D, NICCO HOUSE

1B, HARE STREET,

KOLKATA-700001

¹ In case the building in the First Phase has not been completed on the date of execution of the sale deed, this clause would be modified accordingly.