

CONVEYANCE DEED

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

By and Between

VENDORS¹:

METFLOW CORPORATION PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its PAN: AABCM9444J and having its CIN No. U27202WB1961PTC025016 and having its registered office at Premises No. 158A, Picnic Garden Road, P.S. Tiljala, P.O. Tiljala, Kolkata- 700 039, and its other place of business at 2/5, Sarat Bose Road, P.S. Bhowanipore, P.O. Elgin, Kolkata – 700020 hereinafter referred to as the “**First Vendors**” (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

WELLMET (CALCUTTA) PRIVATE LIMITED (formerly named “Wellmet Footwear Corporation Private Limited), a Company incorporated under the Companies Act, 1956, having its PAN: AAACW2310E, and having its CIN No. U29266WB1971PTC028100 and having its registered office at 158/A, Picnic Garden Road, P.S. Tiljala, P.O. Tiljala, Kolkata-700 039, and its other place of business at 2/5, Sarat Bose Road, P.S. Bhowanipore, P.O. Elgin, Kolkata – 700020 hereinafter referred to as the “**Second Vendors**” (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); The First Vendors and the Second Vendors are jointly referred to as “the **Vendors**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors or successors-in-interest and assigns) of the **FIRST PART**;

AND

(1) SGM BUILDERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its PAN: AADCS7096Q, and having its CIN No. U70101WB1995PTC075684 (2) SUGAM GRIHA NIRMAAN LIMITED, a Company incorporated under the Companies Act, 1956, having its PAN: AAECs7354N , and having its CIN No. U70109WB1989PLC045956 (3) SPECTRUM SALES PROMOTION PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its PAN: AAECs4378L, and having its CIN No. U74140WB1997PTC083368 (4) BENGO SALES PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its PAN: AABCB2969F, and having its CIN No. U51109WB1998PTC086436 represented by their and all having registered offices at 2/5, Sarat

¹ Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

Bose Road, P.S. Bhawanipure, P.O. Elgin, Kolkata-700 020 And (5) PLEASANT NIRYAT PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its PAN: AABCP7074P, and having its CIN No. U74140WB1994PTC062185 and having its registered office at premises No. 193/2, Mahatma Gandhi Road, (First Floor), P.S. Barabazar, P.O. Barabazar, Kolkata-700 007, represented by its Authorized Representative Mr. _____ (Aadhaar No. _____) authorized vide Board resolution dated _____;² hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

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

[OR]

[If the Purchaser is a partnership]

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

[OR]

[If the Purchaser is an Individual]

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

^{2 2} Particulars mentioned are subject to changes and modifications that may occur until actual execution of the sale deed

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

[OR]

[If the Purchaser is a HUF]

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

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

of the **THIRD PART**.

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

AND

_____ an Association registered under the West Bengal Apartment Ownership Act, 1972 and having its office at _____ and represented by _____ hereinafter referred to as "the **Association**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean its successors or successors-in-office and also the members for the time being of the Association and their respective successors or successors-in-interest) of the **FOURTH PART**:**

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

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

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

- (a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- (b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

(c) "**Regulations**" means the Regulations 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

(d) "**Section**" means a section of the Act.

II. WHEREAS:

- A. The Vendors became the absolute and lawful owner of lands admeasuring 305 cottahs and 11 Chittacks 4.3 sft.(after gifting 34 Cottahs 6 Chittacks and 18.7 sft. to the Kolkata Municipal Corporation) (more or less) being the Municipal premises no. 158A, Picnic Garden Road, Kolkata – 700039, P.S. Tiljala, P.O. Tiljala, KMC Ward No. 66 Sub-Registration Office Sealdah, District 24Parganas South a portion of which land containing 268 Cottahs 15 Chittacks 37.8 sq.ft (more or less) is situated on the Western side of the proposed road connecting Picnic Garden Road and Chowbhaga Road and the remaining portion containing 38 Kottahs 1 Chittacks 43.56 sq.ft. (more or less) is situated on the Eastern side of the said proposed road described in Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Vendors and the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited (the last five companies subsequently amalgamated with Sugam Griha Nirmaan Limited) have entered into an Agreement of Development dated 5th October 2013 between the Vendors and the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited and registered with Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No 18 Pages 8152 to 8176 Being No. 09598 for the year 2013.
- B. The said Land has been earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project is known as Sugam Habitat ("**Project**").
- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments and buildings from Kolkata Municipal Corporation and has constructed the Project.
- D. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- E. By Agreement for Sale dated _____ ("**Agreement**"), the Promoter and the Vendors agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment no. _____ having carpet area of _____ square feet, and Verandah/Balcony carpet area of _____

Sq.ft and Open terrace carpet area of _____ Sq.ft on the _____ floor in [tower/block/building] no. _____ ("Building") along with _____ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (collectively "**Designated Apartment**") more particularly described in **Schedule B** and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**). The Vendors have already received the entire consideration from the Promoter in respect of the Land and have agreed to sell the pro rate undivided share in the Land to the nominees of the Promoter the consideration for which shall be apportioned out of the total consideration received by the Vendors from the Promoter;

- F. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- G. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.
- H. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

III NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____) only by the Purchaser to the Promoter 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 which sum includes the reimbursement of the consideration paid by the Promoter to the Vendors to the extent apportioned towards the proportionate share in the Land attributable to the Designated Apartment and of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being no. _____ on the _____ floor of Block No. _____ alongwith the _____ Car parking space morefully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule D** hereto **AND SUBJECT TO** the

covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

And in the premises aforesaid and in pursuance of section 17 of the said Act, the Vendors do hereby sell and transfer to the Association undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendors and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.

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

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

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

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

- (iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
2. SINGLE UNIT: The Purchaser agrees that the Designated Apartment along with _____ parking if any shall be treated as a single indivisible unit for all purposes.
 3. INDEPENDENT PROJECT: It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Co-owners of the Project.
 4. COMPLIANCE OF LAWS RELATING TO REMITTANCES: The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.
 5. CONSTRUCTION OF THE PROJECT / APARTMENT: The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.
 6. POSSESSION OF THE APARTMENT/PLOT: 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 Association duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.
 7. HANDOVER OF DOCUMENTS: The Purchaser and the Association acknowledges and confirms that the Promoter has handed over the necessary documents and plans, including common areas, to the Association.

8. PAST OUTGOINGS : The Purchaser and the Association acknowledges, accepts and confirms 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 the Agreement), 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 as well as mortgage loan and interest apportionable to the Designated Apartment (with NOC from the mortgagee), 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 Association 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 Association.
10. DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Purchaser or other Co-owners or Association 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 or competent authority
11. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
12. USAGE: Use of Basement and Service Areas: The basement(s) and service areas located within Sugam Habitat are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the Services areas shall be reserved for use by the Association for rendering maintenance services.

13. COMPLIANCE WITH RESPECT TO THE APARTMENT:
- 13.1 The Purchaser shall with effect from _____, be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, 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 tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 13.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The 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.
- 13.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or maintenance agency appointed by Association. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13.4 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
14. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction/modified plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act. The Purchaser acknowledges and confirms that the Promoter shall have the 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 Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.
15. ENTIRE CONTRACT: This Deed, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

16. PROVISIONS OF THIS DEED APPLICABLE ON PURCHASER/SUBSEQUENT TRANSFEREES: 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 buyer/transferee of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
17. WAIVER NOT A LIMITATION TO ENFORCE: Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
18. SEVERABILITY: If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
19. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: For the purpose of the of payment of the proportionate Common Expenses and maintenance charges by the Allottee, the area shall be the sum total of the Built-up Area and Proportionate common area which is _____ Square Feet more or less.
20. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
21. PLACE OF EXECUTION: The execution of this Deed shall be completed only upon its execution by the parties Hence this Deed shall be deemed to have been executed at _____
22. NOTICES: That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned above. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above

address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.

- 23. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 24. DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation an validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.
- 25. OTHER TERMS AND CONDITIONS : The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendors:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Purchaser: (including joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SCHEDULE 'A'

SAID LAND:

All those pieces and parcels of land containing a total area of 305 cottahs and 11 Chittacks 4.3 sft.(after gifting 34 Cottahs 6 Chittacks and 18.7 sft. to the Kolkata Municipal Corporation) (more or less) being the Municipal premises no. 158A, Picnic Garden Road, Kolkata – 700039, P.S. Tiljala, P.O. Tiljala, KMC Ward No. 66 Sub-Registration Office Sealdah, District 24Parganas South a portion of which land containing **268 Cottahs 15 Chittacks 37.8** sq.ft (more or less) is situated on the Western side of the proposed road connecting Picnic Garden Road and Chowbhaga Road and the remaining portion containing **38 Kottahs 1 Chittacks 43.56** sq.ft. (more or less) is situated on the Eastern side of the said proposed road and butted and bounded as follows:

- North : Others properties
- South : By Public Road
- West : By common passage
- East : By Pond

OR HOWSOEVER OTHERWISE the same may be butted and bounded, known number, called described and / or distinguished.

SCHEDULE A-1

CHAIN OF TITLE:

1. **WHEREAS** the First Vendors/Vendor became the Vendors of ALL THAT Municipal premises No. 158, Picnic Garden Road, Kolkata, containing land measuring 15 Bighas (as per the deeds) more or less TOGETHER WITH buildings, sheds, structures, constructions, etc. standing thereon or on part thereof, purchased by an Indenture dated 30th March, 1971, Being no. 1263 for the year 1971 and registered with the Registrar of Assurances, Calcutta and the Vendors therein mentioned were Asoke Kumar Ghosh and Abhik Kumar Ghosh and the land on actual measurement has been found to contain an area of 260 Cottahs 1 Chittack and 23 Square Feet (more or less) and is hereinafter called First Property and is fully described herein below :-

“All That Municipal Premises No. 158 Picnic Garden Road, in the Municipal Town of Calcutta containing partly revenue free lands and partly paying lands of an area of 15 (fifteen) Bighas (more or less) together with the buildings, sheds, structures, walls and all other constructions etc. erected and built thereon or part thereof comprised in various C.S. Dag Nos. under various Khatian Nos. in Mouza Nodadanga, J.L. No. 10, Touzi No. 2833 Dihi Panchannagram, Police Station Tiljala (formerly Sadar Tollygunge), Sub-Registration Office Alipore Sadar in the present District of 24 -Parganas (South) and the

land on actual measurement has been found to contain an area of 260 Cottahs 1 Chittack and 23 Square Feet (more or Less).

2. **AND WHEREAS** the Second Vendors / Second Vendor is the owner of ALL THAT Municipal premises No. 158/A, Picnic Garden Road, Kolkata, containing land measuring 8 Bighas (as per the Title Deeds) more or less TOGETHER WITH the buildings, sheds, structures, constructions, etc. standing thereon or on part thereof purchased by an indenture dated 10th February, 1975 Being No.713 for the year 1975 and registered with the Registrar of Assurances Calcutta, and the Vendors therein mentioned were Asoke Kumar Ghosh and Abhik Kumar Ghosh. The land on actual measurement has been found to contain an area of 80 Cottahs (more or less) and is hereinafter called the "Second Property" and is more fully described herein below :

All That Municipal Premises No. 158A, Picnic Garden Road, in the Municipal town of Calcutta containing revenue free and revenue paying lands measuring an area of 8 (eight) Bighas more or less Together With the buildings, sheds, walls and other constructions erected and built thereon comprised in various C.S. Dag Nos. under various Khatian Nos. in Mouza Kustia J.L. No. 14, Touzi No. 1298/2833, Police Station Tiljala (formerly Sadar Tollygunge), P.O. Tiljala, Sub-Registration Office Alipore Sadar in the present District of 24-Parganas (South). And the land on actual measurement has been found to contain an area of 80 Cottahs (more or less)".

3. **AND WHEREAS** by an agreement dated 28th December, 2005, made between the said Metflow Corporation Pvt. Ltd. as the First Vendors / First Vendor and the said Wellmet (Calcutta) Pvt. Ltd. as the Second Vendors/ Second Vendor Jointly on the one hand and the said (1) SGM Builders Private Limited (2) Nani Overseas Private Limited (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited, all therein jointly called the "Purchasers", on the other hand, agreed to sell respectively the said First Property being premises No. 158, Picnic Garden Road, Kolkata and the said Second Property being premises No. 158A, Picnic Garden Road, Kolkata, in favour of the said (1) SGM Builders Private Limited (2) Nani Overseas Private Limited (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited at a price to be calculated at the rate of Rs.2.90 lacs per cottah (for the actual area to be ascertained on measurement and survey) and free from all encumbrances, mortgages, liabilities, attachments, restrictions, acquisitions, requisitions, prohibitions, objections and disputes whatsoever and on the terms and conditions therein stated and the Vendors agreed to pay off the dues/ claims of State Bank of India and obtain the respective properties released from the claims/ dues of State Bank of India and have the mortgages duly satisfied and released from the said Bank AND the said (1) SGM Builders Private Limited (2) Nani Overseas Private Limited

(3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited agreed to purchase and hold/ have the same .

4. **AND WHEREAS** the said (1) SGM Builders Private Limited (2) Nani Overseas Private Limited (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited decided to admit the said Pleasant Niryat Pvt. Ltd., as a co-purchaser along with them for the purpose of purchasing and owning the said First Property and the said Second Property jointly, and the said Pleasant Niryat Pvt. Ltd. agreed to share the consideration money, AND the said (1) SGM Builders Private Limited (2) Nani Overseas Private Limited (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited and the said Pleasant Niryat Pvt. Ltd. agreed to jointly acquire, hold and have both the said premises in "terms" of the said agreement dated 28th December, 2005.

5. **AND WHEREAS** accordingly by a further agreement dated 29th July, 2009, made between the First Vendors/Vendor and the Second Vendors/Second Vendor and the said (1) SGM Builders Private Limited (2) Nani Overseas Private Limited (3) G.D. Properties Private Limited (4) Rajputana Supply Private Limited (5) Brightways Merchants Private Limited (6) Flexwell Commerce Private Limited (7) Spectrum Sales Promotion Private Limited and (8) Bengo Sales Private Limited therein referred to as the Original Purchasers and the said Pleasant Niryat Pvt. Ltd. therein referred to as the Added Purchaser, it has been agreed and confirmed between the said parties that the Added Purchaser had agreed to join the original purchasers as a co-purchaser , of the first property and also of the second property which would be jointly purchased by the Original Purchasers and the Added Purchaser was with the mutual consent revised and varied and it was agreed that the respective parties would have their holding/share/interest in the equity of purchase in the said two properties in the following undivided shares :

- a. SGM Builders Private Limited
- b. Brightways Merchants Pvt. Ltd:
- c. Rajputana Supply Private Limited
- d. Flexwell Commerce Private Limited
- e. G.D. Properties Private Limited

f. Nani Overseas Private Ltd.

Would all jointly have 50% share in equal ratio / proportion.

a. Spectrum Sales Promotion Private Limited would have 12.5% share.

b. Bengo Sales Privare Limited would have 12.5% share.

c. Added Purchaser namely Pleasant Niryat Pvt. Ltd. Would have a 25% share.

AND the said respective purchasers also agreed to share in the ratio as mentioned therein in the total consideration amount to be paid for purchasing the First Property and the Second Property in the aforesaid ratio/share AND accordingly, the said First Vendors/Vendor and the said Second Vendors/Vendor agreed to sell and transfer the said respectively premises No. 158, Picnic Garden Road, Kolkata and Premises No. 158A, Picnic Garden Road, Kolkata, jointly to the said Original Purchasers and the said Added Purchaser AND consequently the said original agreement dated 28th December, 2005, stood varied as recorded in the said further agreement dated 29th July, 2009. IT BEING EXPRESSLY UNDERSTOOD CLARIFIED AND AGREED that the said Original Agreement dated 28th December, 2005, and the said Further Agreement dated 29th July 2009 would always be read, construed and interpreted together with each other, by the said Vendors/Vendors and the Original Purchasers and the Added Purchaser.

6. **AND WHEREAS** the First Vendors/Vendor and the Second Vendors/Vendor are hereinafter also jointly referred to as the “**OWNERS/VENDORS**”.
7. **AND WHEREAS** the said Original Purchasers and the said Added Purchaser have from time to time paid the entire consideration amount to the respective Vendors / Vendors.
8. **AND WHEREAS** the said respective Vendors/Vendors have duly paid off and satisfied the claims/dues of the State Bank of India, Ballygunge Branch, in respect of the accommodation/facilities availed from the said bank by each of them And they have got the First Property and Second Property fully released from the claim/mortgage the said State Bank of India, and the said bank duly released and returned the Original title deeds of the said First Property and the Second Property.
9. **AND WHEREAS** the said First Vendors/Vendor have also liquidated and paid off all the liabilities mentioned in paragraph 4(a) (b) (c) and (d) of the said agreement dated 28th December, 2005 out of the amounts from time to time received by them from the Original Purchasers and the Added Purchaser towards consideration money.
10. **AND WHEREAS** the said Vendors/Vendors have duly also fulfilled their obligations in pursuance of the said agreement dated 28th December, 2005 and also the agreement dated 29th July, 2009.

11. **AND WHEREAS** the said Vendors/Vendors have completely closed down their factory situated at the said premises No. 158, Picnic Garden Road, Kolkata and premises No. 158A, Picnic Garden Road, Kolkata and they are completely out of any industrial activity and have completely dismantled their set up of the factory and laid off their entire workmen/workforce/ employees and sold their machinery, finished goods, raw materials and paid off their entire statutory dues towards provident fund, employees' state insurance, workmen's compensation and settled with the employee/workmen through the medium of the concerned Labour Unions; And they have also as recited hereinbefore, duly settled and paid off the liability of State Bank of India and got the mortgage released in their favour And the said Bank had freed and returned the original title deeds of the said two premises AND the said Vendors have also paid all the outstanding electricity dues of CESC Ltd, and the dues of creditors and they have also settled with the petitioning creditors in the winding up petitions; And the petitions for winding up have been dismissed and/or withdrawn and the said Vendors/ Vendors have paid all municipal tax dues payable to the Kolkata Municipal Corporation for the said premises AND the title of the said First Property and the Second Property is marketable and free from all encumbrances charges mortgages AND the said Vendors / Vendors were in a position to grant conveyances /sale deeds of the said two premises in favour of the said Original Purchasers and the said Added Purchaser in terms of the said Original agreement dated 28th December 2005 and further agreement dated 29th July 2009.
12. **AND WHEREAS** the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited have decided to jointly develop and commercially exploit the said entire land of the said entire land of the said two premises and construct buildings containing self contained/independent Residential flats/commercial units for sale on the "OWN YOUR FLAT" basis to the intending buyers and to complete the purchase of the said Land of the said two premises by obtaining sale of fragmented undivided share in the land below the building containing the flat and attributable to the area of the respective flats and/or saleable area in favour of the intending buyers. AND the said Original Purchasers and the said Added Purchaser had duly expressed their said decision to the Vendors/Vendors .
13. **AND WHEREAS** the said First Property and the said Second Property are adjacent to each other and both premises jointly contained an area of 23 Bighas (as per title deeds) and the two properties on actual measurement have been found to contain a land area of 340 Cottahs 1 Chittack and 23 Square Feet (more or less).
- 1.1 **AND WHEREAS** at the instance of the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private

Limited and Flexwell Commerce Private Limited, the said respective Vendors/Vendors, by a Deed of Exchange dated 10th December, 2011 made by each of them, transferred 1 (one) Cottah of land out of respectively owned property in favour of the other of them and the said Deed of Exchange has been duly registered in Book No. 1 as being No. 10740 for the year 2011 at the office of the Additional Registrar of Assurances-II, Kolkata and both the said premises have been amalgamated and recorded in the records of Kolkata Municipal Corporation as Municipal Premises No. 158A, Picnic Garden Road, Kolkata-700 039, more fully described in the Schedule A hereinabove written.

14. **AND WHEREAS** by a Deed of Confirmation dated 24th December, 2012, made between the said First Vendors/ First Vendor, Second Vendors/ Second Vendor, the Original Purchasers and the Added Purchaser, the parties have clearly recorded all the facts, incidents, and the several acts undertaken/done by the Vendors/Vendors towards the discharge of their obligations and liabilities and fulfillment of their responsibilities enabling them to sell and transfer the said total land free from all encumbrances, charges and liabilities; And they have also thereby recorded subsequent arrangement/agreement with the Added Purchaser and the agreement of sale and purchase of the said total land in favour of all the Original Purchasers and the said Added Purchaser jointly free from all encumbrances, mortgages, charges, claims, liens, demands, liabilities, attachments, acquisitions, requisitions, alignments and lispendences whatsoever.
15. **AND WHEREAS** as stated above, the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited came into khas, vacant and peaceful possession of the said amalgamated premises (total lands) and they are entitled to obtain the conveyances thereof from the said Vendors/Vendors for the consideration and on the terms and conditions stated in the said agreements dated 28th February, 2005 and 29th July 2009.
16. **AND WHEREAS** the Vendors/Vendors have received the payment of entire consideration money for the sale and transfer of the said lands of the said two premises (being at present the said amalgamated premises No. 158A, Picnic Garden Road, Kolkata-700 039) and the Vendors/Vendors have no claim or dispute of any nature whatsoever and they have made over the original title deeds of the said two premises to the said SGM Builders Pvt. Ltd. for self and on behalf of the other Co-Promoter.. AND the said Vendors/Vendors have, as required by the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited, agreed to sell/transfer the said land in

fragmented undivided shares attributable to the area of the respective self contained Residential/Commercial units in favour of the intending buyers as shall be required by the them with their full entitlement/authority to receive the full consideration money therefor and appropriate for themselves absolutely without any claim/dispute or right of the said Vendors/Vendors.

17. **AND WHEREAS** by an agreement of development dated 5th October, 2013 made between the said First Vendors/Vendor of the first part and the said Second Vendors/Vendor of the second part and the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited therein called the Developers of the third part and duly registered in Book No.,1, as being No. 09598 for the year 2013 with the Additional Registrar of Assurances – I , Kolkata, the said First Vendors/Vendor and the said Second Vendors/Vendor have agreed with the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited for the development of the said amalgamated premises on the terms and conditions stated therein.
18. **AND WHEREAS** in the records of Kolkata Municipal Corporation, the names of the said first owner and the second owner have been duly recorded as the Vendors of the said entire premises No. 158A, Picnic Garden Road, P.S. Tiljala, Kolkata-700 039, containing a land area of 17 Bighas 14 Cottahs and 09.8 Chittacks together with the sheds, constructions and walls standing on diverse parts thereof.
19. **AND WHEREAS** by a Deed of Gift dated 8th August, 2013 registered as Being No. 07758 for the year 2013 at the Additional Registrar of Assurances- I, Kolkata in respect of an area measuring 30.99 sq. metres gifted to the Kolkata Municipal Corporation for sanction of the building plans has been executed in clarification of the earlier deed of gift dated 17.05.13 registered as Being No. 04868 for the year 2013 with Additional Registrar of Assurances- I, Kolkata and both the said deeds are related to the same land area without intending to gift any other area to the Kolkata Municipal Corporation for sanction of the building plans.
20. **AND WHEREAS** by a Deed of Gift dated 8th August, 2013 registered as Being No. 07759 for the year 2013 at the Additional Registrar of Assurances- I, Kolkata in respect of an area measuring 34.35 sq. metres gifted to the Kolkata Municipal Corporation for sanction of the building plans has been executed in clarification of the earlier deed of gift dated 17.05.13 registered as Being No. 04866 for the year 2013 with Additional Registrar of Assurances- I, Kolkata and both the said deeds are related to the same land

area without intending to gift any other area to the Kolkata Municipal Corporation for sanction of the building plans.

21. **AND WHEREAS** for the purpose of enabling the sanction of the building plan as applied for by the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited, the said Vendors have, by a Deed of Gift dated 14th March, 2015, made between the said First Vendors and the Second Vendors therein jointly called the Donors of the one part and the Kolkata Municipal Corporation therein called the Donee of the Other part and duly registered in Book No. 1, as being No.02685 for the year 2015 with the Additional Registrar of Assurances I, Kolkata for the consideration therein mentioned, voluntarily transferred by way of absolute gift an area containing 33 Cottahs 4 Chittacks and 22.96 square feet (equivalent to 2226.42 square meters) more or less being a portion of the said premises No. 158A, Picnic Garden Road, Kolkata, described in the Schedule thereunder written and shown in red hatched lines in the plan thereto annexed. Therefore the earlier Gift Deed No. 04867 for the year 2013 dated 17.05.13 registered with Additional Registrar of Assurances-I, Kolkata in respect of a strip of land having an area of 131.87 sq.mtrs. also relates to a portion of the land gifted as mentioned above.
22. **AND WHEREAS** the Vendor have made the gifts of the respective areas comprising of a total area of 34 Cottahs 6 Chittacks 18.7 Sft. as per the above recited respective Deeds of Gifts in connection with the sanction of the building plan without adversely affecting the eligibility of the total FAR on the basis of the total land area held by the Vendors/Vendors prior to the said gifts.
23. **AND WHEREAS** upon transferring the said area containing 34 Cottahs 6 Chittacks and 18.7 sq.ft. (more or less) the said Vendors are continuing to own the remaining 305 Kottahs 11 Chittacks and 4.3 Sq.ft area more or less, contained in the said Premises No. 158A Picnic Garden Road, Kolkata and the same remaining area is eligible to be developed and the particulars of the said Premises no. 158A, Picnic Garden Road, Kolkata - 700039 are morefully described in the Schedule-A hereinabove written.
24. **AND WHEREAS** in terms of the said Development Agreement, the development of the said Land is to be done, looked after, managed and carried on by the said SGM Builders Private Limited as authorized by all the co-developers for the benefits and advantage of all the said Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited And the said SGM Builders Pvt. Ltd. is entitled to take all required steps for the said development including survey, soil testing, preparation of the building plans and to obtain the sanction of the building plans and obtain other clearances and permissions as may be necessary from time to time

and to enter into agreements for sale with the intending purchasers, obtain the consideration amount from the buyers and issue receipts thereof and handover possession and grant conveyances to them.

25. **AND WHEREAS** the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited have, for constructing building of greater heights, obtained clearance of the height of the proposed building up to 35.0 meters above ground level (including lift machine room and water tank on the roof) as per letter/sanction No. G/MWC/1-150/T.D/2013014/06/ Vol. VI dated 25th March, 2014 granted by the Divisional Engineer, Telecom Microwave Service Division of the Bharat Sanchar Nigam Limited (BSNL) having its office at 2/5A, Judges Court Road, Alipore, Kolkata – 700027.
26. **AND WHEREAS** the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited have also obtained in the names of the said Vendors/Vendors an environmental clearance for the proposed residential complex at the said Premises No. 158A, Picnic Garden Road, Kolkata from Environmental Impact Assessment Authority having its office at “PARIBESH BHABAN”, Block FD-415A, Sector-III, Salt Lake, Kolkata – 700 106.
27. **AND WHEREAS** the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited have also obtained in the names of the said Vendors the Fire and Life Safety Clearance/Recommendation from the office of the Directorate General, West Bengal Fire and Emergency Services, as per their Memo No. WBFES/3648/14/KOL-RD/478/13(478/13) dated 13/3/14.
28. **AND WHEREAS** by a letter dated 4th April, 2012 bearing No. 2E/OB/CE/676/XII-II/814 dated 4th April, 2012, from Calcutta Improvement Trust (CIT) and addressed to Smt. Anita Mitra Ray of 35A, Dr. Sarat Banerjee Road, Kolkata, it has been informed that the site building plan submitted with the application had been examined with the Trust Plan/Records and that the said property was found not to be affected by any policy/sanction scheme/alignment of the said Trust.
29. **AND WHEREAS** the SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited alongwith one Nani Overseas Private Limited, G.D. Properties Private Limited, Rajputana Supply

Private Limited, Brightways Merchants Private Limited and Flexwell Commerce Private Limited have obtained a building plan bearing No. 2015070045 dated 17.06.15 duly sanctioned by the Kolkata Municipal Corporation for the construction of seven blocks of multistoried buildings of basement + Ground+ Seven Storeys (containing self contained independent residential flats and other saleable areas) on the said remaining land area of 305 Cottahs 11 Chattacks 4.3 Sq.ft. (more or less) at the said Municipal premises No. 158A, Picnic Garden Road, Kolkata morefully described in the Schedule-A hereinabove written and hereinafter called the said Land.

30. **AND WHEREAS** on an application made under Sections 391(2) and 394 of the Companies Act, 1956 (being Company Petition no 431 of 2015 connected with Company Application no 345 of 2015) an order was made on 27th November, 2015 by His Lordship Hon'ble Justice I.P. Mukherjee whereby the scheme of amalgamation of (1) White Star Merchants Private Ltd (2) Seven Hill Merchants Private Limited (3) Rajputana Supply Private Ltd (4) Nani Overseas Private Ltd (5) Niharika Merchants Private Ltd (6) G.D. Properties Private Ltd (7) Flexwell Commerce Private Ltd (8) Five Star Commodities Private Ltd (9) Snehdeep Merchants Private Ltd (10) Brightways Merchants Private Ltd all therein jointly called the Transferor Companies with Sugam Griha Nirmaan Ltd (therein called the Transferee Company) was sanctioned AND it was ordered thereby that the scheme of Amalgamation set forth in Annexure 'A' of the petition and specified in Schedule 'A' thereto was declared to be binding with effect from 1st April, 2014 (therein referred as the "Appointed Date") on the said Transferor Companies and the said Transferee Company and it was ordered interalia.

"That all the properties, rights and interest of the said Transferor Companies be transferred from the Appointed date and vested without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred and vested in the Transferee Company for all the estate and interest of the Transferor Companies therein subject nevertheless to all changes now affecting the same"

31. **AND WHEREAS** the said scheme of Amalgamation has come into effect from the said appointed date i.e 1st April, 2014
32. **AND WHEREAS** certified copy of the said order have been filed with the Registrar of Companies, West Bengal AND upon amalgamation of the said Transferor companies and vesting of their all rights and interest in favour of the said Transferee Company i.e. Sugam Griha Nirmaan Ltd is responsible and bound to fulfill and perform the said agreements with the said SGM Builders Private Limited, Spectrum Sales Promotion Private Limited, Bengo Sales Private Limited and Pleasant Niryat Private Limited as the Transferee Company and accordingly the said Transferee Company is treated as a co-developer in place of the said five transferor companies namely (1) Nani Overseas Private Ltd (2) G.D. Properties Private Ltd (3) Rajputana Supply Private Ltd (4) Brightways Merchants Private Ltd (5) Flexwell Commerce Private Ltd

33. **AND WHEREAS** the present respective shares of the Promoter in the development of the housing project at Premises No 158A, Picnic Garden Road, Kolkata-700039 has become as under:-

(1) SGM Builders Pvt Ltd	8.34%
(2) Sugam Girha Nirmaan Ltd	41.66%
(3) Spectrum Sales Promotion Private Ltd	12.5%
(4) Bengo Sales Private Ltd	12.5%
(5) Pleasant Niryat Private Ltd	25%

34. **AND WHEREAS** accordingly, the development of the said remaining area of land of the said Premises has been undertaken and commenced by the said Promoter and the said Promoter are in course of development and construction of several blocks of new buildings at the said Land and are entitled to enter into agreements for sale of the self contained independent residential flats to be contained in the said respective buildings to the intending purchasers and the said Vendors have agreed to join and sign and execute all agreements for sale and also relative conveyances as and when made / executed / granted by the Promoter.

35. **AND WHEREAS** in order to obtain the project overdraft loan facility for the construction of the new buildings at the said Premises No. 158A Picnic Garden Road, Kolkata-700039 the Promoter had mortgaged by deposit of title deeds the entire land of the said Premises No. 158A Picnic Garden Road, Kolkata- 700039 to Axis Bank Ltd. It is recorded that the Promoter has obtained the No objection Certificate of the said lender in respect of the conveyance deed being these presents.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

- 1 DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context:
 - 1.1 "this Deed" shall mean this Deed and Schedules all read together.
 - 1.2 "Co-owners" shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the respective Vendors and/or Promoter;
 - 1.3 "sanctioned plan" shall mean the plan sanctioned by the Kolkata Municipal Corporation vide sanction Plan No. 2015070045 dated 17.06.15 as modified on 17.02.17 and include additions/alterations made thereto subject to compliance of the Act.
 - 1.4 "Maintenance in-charge" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter;
 - 1.5 "Common Purposes" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners, 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
 - 1.6 Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - 1.7 Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
2. MAINTENANCE CHARGES: The Promoter and the Co-owners have agreed that from _____, the Purchaser shall be liable and agrees to :
 - 2.1. To regularly and punctually make payment of the proportionate share of the maintenance charges.
 - 2.2. To regularly and punctually make payment of the proportionate share of the rates, taxes and other outgoings (hereinafter referred to as the RATES & TAXES)

- 2.3. The Purchasers shall be liable and agree to make payment of the proportionate share of the maintenance charges as well as the proportionate share of Rates and Taxes to the Association without any abatement or adjustment for any reason whatsoever and the Purchasers agree not to withhold payment of the same on any account whatsoever.
- 2.4. For the purpose of payment of the maintenance charges the Purchaser at or before taking over possession of the Designated Apartment shall pay to the Promoter a sum of Rs. 3/- per sq. ft of the area of the Unit per month for 18 months as deposit as and by way of advance against the monthly maintenance charges (hereinafter referred to as the ADVANCE AMOUNT) which amount shall be retained by the Promoter, free of interest, and shall be used by the Promoter for the maintenance of the Project for 18 months from the date of completion PROVIDED HOWEVER that there shall be no breach of any terms and conditions on the part of the Purchaser to be performed and observed. Such deposit of 18 months @ Rs. 3/- is as per the present estimates and such amount is to be paid @ Rs. 3/- per sq. ft. per month as per the said estimates and is subject to escalation and variation. In case the costs shall be in excess of the estimated rates, the Purchaser shall pay at the increased rate as may be fixed by the Promoter/ Association.
3. The Purchaser is aware the said Land has been mortgaged by SGM Builders Pvt. Ltd. to Axis Bank Limited for securing the Loan availed by the said SGM Builders Pvt. Ltd. for the purpose of construction of the said Land and the Promoter has obtained a No Objection Certificate from Axis Bank Limited for the sale hereby made.
4. The ownership and enjoyment of the Designated Apartment by the Purchaser shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E-1 hereto.

SCHEDULE 'B' – APARTMENT, PARKING ETC.,

2. **DESIGNATED APARTMENT** : ALL THAT the flat being Unit No. _____ containing a carpet area of ____ Square feet more or less alongwith balcony/Verandah with a carpet area of _____ Square feet more or less and open terrace with a carpet area of _____ Sq.ft 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 said Land.
2. **PARKING:** _____
3. **OPEN TERRACE:** _____

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE D –EASEMENTS:

(Easements Granted to the Purchaser)

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

- a. The right of access and use of the Common Areas in common with the Purchaser and/or other person or persons entitled to the other part or parts or share or shares of the Project.
- b. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity water waste or soil from and/or to any part (other than the Designated Apartment) of the other part or parts of the Building and/or the Project through pipes drains wires conduits lying or being in under through or over the Designated Apartment as far as may be reasonably necessary for the beneficial use occupation and enjoyment of other part or parts of the Project.
- c. The right of protection of other part or parts of the Building by all parts of the Designated Apartment as the same can or does normally protect.
- d. The right as might otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the Project.
- e. The right with or without workmen and necessary materials to enter from time to time upon the Designated Apartment for the purpose of laying down, testing, rebuilding, repairing, reinstating, replacing, cleaning, lighting and keeping in order and good condition so far as may be necessary, such sewers, pipes, drains, wires, cables, water courses, gutters, conduits, structures and other conveniences belonging to or serving or used for the Building and/or the Project and also for the purpose rebuilding or repairing any part or parts of the New Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

SCHEDULE 'E' - AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT).

1 AMENITIES & FACILITIES:

1.1.1 Common Areas at the Building in which the Designated Apartment is situated:

- (i) Stair Case and Stair Cover
- (ii) Lift well, Lift Lobbies
- (iii) Overhead Reservoir
- (iv) Water Connection
- (v) Common Roof
- (vi) Ground Floor Lobby (air-conditioned)
- (vii) Common passage of the building and its entrance (except the open/covered/basement car parking areas as designated by the Promoter)

1.1.2 Common Areas at the Project:

- (i) Jogging Track
- (ii) Children's play area
- (iii) Landscaped garden
- (iv) Generator back up system
- (v) CCTV system/ 24 hours security
- (vi) Transformer
- (vii) CESC Meter room
- (viii) Water Filtration plant.
- (ix) Underground water reservoir
- (x) Drains, sewers, pipelines
- (xi) Sewage Treatment Plant
- (xii) Garbage Disposal Facility

- (xiii) Driveways and pathways
- (xiv) Common Toilets on the ground floor
- (xv) Facility Management office with store
- (xvi) Fire fighting system
- (xvii) Boundary walls and main gates

1.1.3 SPECIFICATIONS OF THE BUILDINGS

- i) Super Structure : RCC Frames Structure
- ii) Walls : Exterior-Weather Proof Paint with decorative/of reputed make Texture finish
- iii) Lifts.

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

- (i) Terrace Swimming Pool
- (ii) Steam
- (iii) Sky Deck with Observatory
- (iv) Airconditioned Community Hall
- (v) Gymnasium
- (vi) Library
- (vii) Children’s Play Area
- (viii) Indoor Games-Pool, Table tennis,
- (ix) Yoga Room.

(x) Sports Court on the ground floor

- 2.11 All Co-owners of the building at the said Project will become members of the Club/Recreation Centre and the rules thereof shall be framed by the Promoter.
- 2.12 The payment of the monthly subscription charges for the Club/ Recreation Centre shall be compulsory irrespective of the Co-owners using the Club/Recreation Centre facilities or not. The monthly subscription charges and the user charges of the Club/Recreation Centre shall be determined by the Promoter and after handover by the Association and such rates and charges shall be varied from time to time and shall be subject to escalation according to the exigencies of the situation. It is clarified that membership of the Recreation Centre / Club and all other facilities / amenities available to the Co-owners of the units in the entire Project including the separated building block no. 7 on the eastern side of the road.
- 2.13 The Club/ Recreation centre will be under the Supervision and Management of the Promoter and upon Association taking over the Management of the Project the Association shall take over and will supervise and manage the Club/ Recreation Centre.

SCHEDULE E-1

(HOUSE RULES)

- 1 HOUSE RULES: The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):
 1. TO CO-OPERATE with other co-owners and the Promoter in the management and maintenance of the said building and the Project.
 2. To OBSERVE the rules framed from time to time by the Promoter and upon formation by the Association for quiet and peaceful enjoyment of the Designated Apartment , Building and the Project as a decent building in the Project without causing/creating any annoyance to any person whomsoever.
 3. To allow the Promoter:
 - 3.1. To continue to carry on the development and construction and completing the construction of the Buildings including the said building in which the unit of the Purchaser is situated and also the other buildings in the Project.
 - 3.2. To enter into the Designated Apartment with or without workmen after prior notice of 24 hours (except in an emergency situation) for the purpose of maintenance and repairs and inspection and for serving any notice.
 4. TO PAY and bear the common expenses and other outgoings and expenses from _____ and also the rates and taxes for and/or in respect of the said building including those mentioned in the Schedule E-2 hereunder written, proportionately for the building and/or common parts/portions and the Project and wholly for the Designated Apartment and/or to make further payment of the amounts on account thereof in the manner stated in this Deed to the Association to make such deposits with the said Association and such amount shall be deemed to be due and payable from the said date.
 5. TO DEPOSIT the interest free amount required to be deposited with the Promoter and upon its formation with the Association as the case may be towards the liability for the rates and taxes and other outgoings.
 6. NOT TO sub-divide the Designated Apartment and/or the car parking space or two wheeler parking space or any portion thereof, nor make any construction on the car parking space nor use the same for storage purposes. Not to park any two wheeler in addition to the motor car parked in the car parking space.
 7. NOT TO do any act deed or thing or obstruct the construction and completion of the said building and the Project in any manner whatsoever.

8. NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and common parts/portions and/or the compound thereof and also in the areas of the Project except in the space provided for placing garbage in the said Project.
9. NOT TO store or bring and allow to be stored and brought in the Designated Apartment any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
 - 1.1 NO TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger the building or any part thereof.
 - 1.2 NOT TO fix or install air conditioners in the Designated Apartment save and except at the place which have been specified in the Designated Apartment for such installation.
 - 1.3 NOT TO do or cause to be done in or around the Designated Apartment which may cause or tend to cause or amount to cause or affect any damage to any flooring or ceiling of the Designated Apartment or in the areas adjacent to the Designated Apartment and not in any manner to interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
10. NOT TO damage or demolish or cause to be damaged or demolished the Designated Apartment or any part thereof or the fittings and fixtures affixed thereto.
11. NOT TO close or permit the closing of verandahs or balconies or open terraces, or doors/windows or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, open terraces lounges or any external wall or the fences of external doors and windows including grills of the Designated Apartment which in the opinion of the Promoter and/or the Association differs or deviates from the colour scheme of the building or which in the opinion of the Promoter may effect the elevation in respect of the exterior walls of the said buildings.
12. NOT TO install grills and railings the designs of which have not been pre-approved by the Architect. The Promoter/Association shall be entitled and will have the right to pull down any such unauthorized grills and railing at the cost of the Purchaser. The Purchaser will not be allowed to change the elevation of the balcony and or open terrace and the exterior or interior of the building and the colour on the balcony/ open terrace walls and the colour of the exterior and interior of the building.

13. NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Designated Apartment or any part of the said building or cause increased premium to be payable in respect thereof.
14. NOT TO make in the Designated Apartment any structural addition and/or alteration of beams, columns, partition walls etc. or remove or place any wall or make any kind of alteration or improvement of a permanent nature except with the prior approval in writing of the Promoter/Association and also the concerned authority.
 - 14.1. NOT TO make any structure or put any shed or cover (of any kind) in the attached terrace if the same is provided / attached with the unit agreed to be sold to the Purchaser.
15. NOT TO fix or install any window antenna or open any other window in the Designated Apartment and on the roof or terrace of the said building . The Purchaser shall be entitled to avail of the cable TV connection in the Designated Apartment only from the pre-approved agency / agencies as may be appointed by the Promoter. The Purchaser cannot install any unauthorized cable wiring to the Designated Apartment.
16. NOT TO use the Designated Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a Boarding House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or as a place for common discourse or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction, grilled wall/enclosures thereon or part thereof and shall keep it always open as before. Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space. The Purchaser is also not allowed to put any signboard or Glow sign outside the unit. However, the said restriction in this clause for putting up signboard shall not apply to the areas specified for non-residential uses and purposes approved by the Promoter.
17. NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car.
18. NOT TO park the car or two wheeler on the pathway or open spaces of the building or at any other place in the Project except the space allotted to it and shall use the pathways only for the purpose of ingress and egress.
19. TO ABIDE by such rules and regulations as may be made applicable by the Promoter before the formation of the Association and after the Association is incorporated to

comply with and/or adhere to the rules and regulations as may be made applicable by such Association.

- 20.** TO ABIDE by such rules and regulations regarding the CLUB / RECREATION CENTRE as shall be framed or made applicable from time to time by the Promoter. To pay the monthly membership fee and the user charges as may be applicable for the club / Recreation Centre.
 - 21.** NOT TO bring any animals in the Project (except pets) and not to make any animal sacrifice in the Project.
 - 22.** NOT TO alienate sell, transfer or lease out the car parking space in isolation and without effecting the sale, transfer or letting out of the Designated Apartment together with the car parking space.
 - 23.** Not to disturb the green features provided in the Project and not to violate the green building norms for the Project.
 - 24.** RESTRICTIONS on ground floor units having an attached green area:-
 - 24.1. Cannot change the fencing provided by the Promoter in the green area.
 - 24.2. Cannot grow tall trees on the green area and can only grow grass/ flowering plants/ ornamental bushes/shrubs
 - 24.3. Cannot store any goods or materials in the green area.
 - 24.4. To use only as a green area and for no other purpose whatsoever.
 - 24.5. Cannot cover the green area and it will remain open to sky and cannot be covered in any manner whatsoever.
 - 25.** To allow and permit the Promoter the following rights and authorities:-
 - (i) The Promoter exclusively reserves the right to place hoardings, banners, neon signs, advertisements and erect telecommunications and/or other towers on the terrace of the said Building at the said Land.
 - (ii) The Promoter shall at its sole discretion be entitled to provide separate entrances and other facilities to the Co-owners of different blocks or use groups and to identify and demarcate separate pathways for them respectively and for that to divide the ground floor area and/or any portion of the Said Buildings in such manner as the Promoter may deem fit and proper.
- 25.1.2 The Purchaser shall be liable and has agreed to regularly and punctually make payment of the proportionate share of municipal rates, taxes, maintenance charges, Club/

recreation centre membership and user charges and all necessary outgoings payable in respect of the Designated Apartment until the Designated Apartment is assessed separately and also the proportionate share of the maintenance charges without raising any objection thereto and in the event of any default the Purchaser shall be liable and agree to make payment of interest at the rate prescribed under the Act on the amounts outstanding and if such default shall continue for a period of two months the Promoter without prejudice to their rights and contentions shall be entitled to and the Purchaser hereby consent to (i) discontinue supply of electricity, (ii) to discontinue supply of water and (iii) Prevent user of the lift and the Club/Recreation Centre by the Purchaser and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Purchaser assuring not to make such defaults in future.

SCHEDULE E-2

Common Expenses shall include the following (“Common Expenses”):

1. The costs and expenses of maintaining, repairing, redecoration and renewing etc of the buildings in the Project, the boundary walls, the main structure and in particular the roof, drains, gutters and water pipes for all purposes, electric installations, cables and wires in under and upon the said building and enjoyed and used by the Purchasers in common with the occupiers or serving more than one flat/other saleable spaces at the buildings in the Project.
2. The costs of cleaning and lighting the main entrances, passages, landings, lobbies, staircases and other common parts of the said building so enjoyed by the Co-owners in common as aforesaid.
3. The costs of painting, repainting, decorating and redecorating the exterior of the said building.
4. The cost of salaries of the janitors, officers, clerks, bill collectors, liftmen, chowkidars or security men, sweepers, caretakers, electricians, plumbers, health instructor and any other employee as the Promoter/ Association may deem fit.
5. The costs charges and expenses of working and maintenance as well as repairs and replacement of common utilities such as lifts, generators, transformers, water pumps, water filtration plant, tube well, firefighting equipment, sewage treatment plant, air-conditioners and other equipments etc. as may be installed in the buildings at the said Project.
6. Municipal tax and other rates, taxes, and outgoings in respect of the common portions.

7. Keeping the driveways in good condition and get the same repaired and when necessary.
8. Premium for the insurance of the buildings at the said Project against loss or damage by earthquake, riot, strike, malicious damage, civil commotion, flood, fire, storm, cyclone, tempest and such other risks as the Promoter/ Association may deem fit.
9. Such other expenses as are deemed necessary by the Promoter/ Association for the maintenance and upkeep of the said buildings at the Project and incidental to the holding and ownership of the land and building and the Designated Apartment and other flats and saleable spaces for the buildings at the said Project.
10. Providing and arranging for the disposal of the rubbish/garbage from the receptacles providing by the Promoter/ Association.
11. The fees and disbursements paid to any caretaker, workmen, manager, contractor, agent, security agency as may be appointed by the Promoter/Association in respect of the management, upkeep and maintenance of the said buildings at the Project.
12. The fees of the qualified accountant for auditing the accounts of the Association.
13. Such amounts as shall be decided and fixed by the Promoter/Association in their absolute discretion for the management, upkeep and administration and other like purposes of the buildings and the common parts, portions and facilities at the said Project.
14. The expenses to be incurred for the maintenance of the Recreation Centre/Club at the said Project as may be determined by the Promoter/Association. These expenses shall also include the salary of the manager, swimming pool maintenance staff, librarian, gym instructor, supervisors etc. as may be necessary from time to time. Other expenses for the Recreation Centre/Club shall include the maintenance of the gym equipments, steam equipments, swimming pool, air conditioners, repainting of the club and the community hall and the other areas and all other expenses that may be incurred in this regard.
15. Complying with the requirements of and directions of any competent authority and with the provisions of all statutes, regulations, orders and bye-laws relating to the management and maintenance of said buildings at the Project including the renewal of the lift licenses and other permissions as may be necessary.
16. Administration and management of the buildings at the Project and arranging for all necessary meetings to be held for complying with all relevant statutes and its own regulations and employing a suitable firm to deal with such matters if deemed fit by the Promoter/ Association.

17. The said Sinking Fund shall be kept in a separate account and any interest or income of the said fund (the balance thereof) shall be made over to and held by the Association.