

DRAFT FOR APPROVAL

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____(Month), 2020.

By and Between

VENDORS:

(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 and **(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 represented by their Constituted Attorney _____;; hereinafter referred to as the **"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) 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, P.O Elgin Road, P.S. Ballyganj, 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 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 _____),

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 are the full and lawful 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-Registrar, Sreerampur in the District of Hooghly PIN- 712235 in the State of West Bengal described in clause 3 of Schedule A ("Said Land") vide sale deed(s) and other chain of title as mentioned in Schedule A-1 hereto. The Owners and the Promoter have entered into a joint development agreement dated 13th September 2019 and registered with Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2019, pages 432006-432067 Being No. 190408808 for the year 2019 ("**Development Agreement**")
- B. The said Land is now earmarked for the purpose of building partly residential, partly commercial and partly mixed use project comprising multistoried buildings and the said entire project shall be known as **Urban Lakes** ("Whole Complex") of which the first phase shall comprise of five multistoried apartment buildings numbered _____ as described in Part-I of Schedule A-3 hereto ("**Project**") all lying on demarcated portions of the said Land described in clause 4 of Schedule A hereto ("**Project Land**"). At present the sanction of the Building Plans is for the Project. 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 at said Land ("**Future Phases**"). The building plans already sanctioned mention that the land area of the whole property is 59018.90 square meter or ___ acre and out of which the gifted area is 5823.319 square meter plus 1015.991 square meter totaling to ___ acre with a net land area of 56260.590 square meter equivalent to 13.002 acre being the said Land. Such building plan also mentions the Project to be Phase-I and the sanction taken is only of a part of the total FAR sanctionable in respect of the said Land. Only about 0.638 FAR has been consumed out of

2.250 FAR available at present. The unused FAR shall be utilized by the Promoter in the Future Phases and if additional FAR is available on account of Green Building or otherwise the same may also be utilized by the Promoter at Future Phases at the said Land. New or modified plans are 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 shall be sharing of certain common amenities and facilities between the Project and the Future Phases amongst the co-owners of the Project and the developed Future Phases. 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 Land Owners and Promoter shall own, hold, enjoy and/or deal with or transfer the same in such manner as they may deem fit and proper.

- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Whole Complex including the Project and also the apartments and buildings from Konnagar Municipality, Hooghly and has constructed the Project and obtained the Completion Certificate/Occupancy Certificate in respect thereof from the _____ on _____.
- 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 an Agreement for Sale dated _____ ("**Agreement**"), the Promoter and the Vendors agreed to sell to the Purchaser (as Purchaser thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("**Building**") along with _____ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (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**. 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 clause 2 of Schedule A hereto and pro rata share being conveyed is the land comprised in the plinth of the Building in which the Designated Apartment be situated
- F. The Parties have gone through all the terms and conditions set out in this Deed including the additional disclosures in Schedule A-2 hereto and understood the mutual rights and obligations detailed herein.
- G. As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in respect of the Designated Apartment in favour of the Purchaser and in respect of the undivided proportionate title in the common areas in favour of 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 Vendors and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the consideration to the Vendors to the extent apportioned towards their proportionate share in the Project 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 the _____ 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 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]*¹ **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 F** 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 and the Promoter do hereby sell and transfer to the Association their respective undivided proportionate title to the Project 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 (save the Club Facility to be handed over as per Part-III of Schedule E) comprised in the Project Land absolutely.]**²

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

¹ * Will be applicable if constructed and/or relevant at the time of execution of sale deed

² ** Subject to formation of Association – refer to the footnote above. If no association is formed then the following clause with suitable modifications may be substituted:

“And in pursuance of section 17 of the said Act, the Parties do hereby mutually agree that the undivided proportionate title to the said Land attributable to the Designated Apartment and the undivided proportionate title to the other Common Areas attributable to the Designated Apartment is deemed to have been and is hereby conveyed by the Vendor and the Promoter respectively with the consent and confirmation of the Purchaser to _____ (the “**Association**”).”

- (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 comprised in the Project Land. .
 - (iii) the Purchaser shall use the Common Areas as specified Schedule D and Schedule E hereunder along with the Vendors, the Promoters, other persons permitted by them, 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/shall hand over the Common areas of the Project (save the Club Facility to be handed over as per Part-III of Schedule E) to the Association.
 - (iv) [the Purchaser shall use the Common Areas comprised in the Future Phases (from time to time developed by the Promoter) along with the Vendors, the Promoters, other persons permitted by them, other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect.]*³

³ *If applicable – refer to footnotes above

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 Whole Complex 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. The Project is in the first phase of the Whole Complex and the disclosures made in clause B above and in Schedule A-2 shall apply as regards the sharing of facilities and interdependence on several aspects between the Project and the Future Phases (as from time to time developed) of the Whole Complex. It is clarified that Project's facilities and amenities as per Part-I of Schedule E shall be available only for use and enjoyment of the Purchasers of the Project and 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 proper.
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. The Purchaser has also understood that the building in which the Designated Apartment is situated forms part of the first phase of development. [The Purchaser is also aware about the construction of the Future Phases (if developed by the Promoter) and common use of those Common Areas as may be permitted by the Vendors and the Promoter among the co-owners of the Whole Complex .]*⁴
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. The common areas as specified in Schedule D and Schedule E hereunder to

⁴ If and as applicable

the Association are duly made ready and complete with all specifications, amenities and facilities of the project and [has been/shall be handed over to the Association (save the Club Facility to be handed over as per Part-III of Schedule E)] *⁵ .

7. **HANDBOVER OF DOCUMENTS:** The Purchaser and the Association acknowledges and confirms that the Promoter has handed over/shall hand over the necessary documents and plans, including common areas as specified in Part-I Schedule E hereunder, to the Association.
8. **PAST OUTGOINGS :** The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoing before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (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 outgoing, 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/ CLUB / APARTMENT / PROJECT:** The Association upon taking charge and until then the Maintenance In-charge 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 and/or partial completion certificate of the building in which the Designated Apartment is situated, as the case may be, 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 any other Co-owner 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.

⁵ Subject to changes as per facts applicable

12. **USAGE:** Use of Basement and Service Areas: The basement(s) and service areas if any located within the Project “**Urban Lakes- Phase I**” are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.

13. COMPLIANCE WITH RESPECT TO THE APARTMENT:

13.1 The Purchaser with effect from _____, is and shall continue to 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, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

13.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.

13.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the 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, sanctioned plans and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act. In this regard, the Purchaser agrees and accepts that in case at any time after execution hereof there arises any possibility of any additional structure/construction being carried out at the Project owing to change of laws/rules or relaxation of rules, the Promoter shall have the exclusive rights and benefits in respect of all or any such additional structure/construction and related addition or alteration that may be available at any time in future at or for the

Project and/or the Whole Complex, as the case may be Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by appropriate authority 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 BUYER/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 and/or the Whole Complex 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 this 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
19. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE DEED:** Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Co-owners in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.
20. **FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.
21. **PLACE OF EXECUTION:** The execution of this Deed shall be completed only upon its execution by the parties Hence this Deed shall be deemed to have been executed at

22. **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.

23. **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'

1. **SAID LAND: ALL THAT** pieces or parcels of land admeasuring 22163.77 Square metre or 5.48 Acre or 548 Satak more or less situate lying and being entire (1) L.R. Dag No. 1326 (24 satak more or less) recorded in L.R. Khatian Nos.1226, 1227 and 1228 (formerly R.S. Dag No. 1326 recorded in R.S. Khatian Nos.710 and 818), (2) L.R. Dag No.1327 (25 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1327 recorded in R.S. Khatian Nos.661 and 662) (3) L.R. Dag No.1328 (53 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag 1328 recorded in R.S. Khatian Nos.525), (4) L.R. Dag No.1329 (29 satak more or less) recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1329 recorded in R.S. Khatian No.527/1) (5) L.R. Dag No.1331 (14 satak more or less) recorded in L.R. Khatian No.1090, 1091, 1092, 1093, 1094, 1095, 1096 and 1097 (formerly R.S. Dag No.1331 recorded in R.S. Khatian No.543) (6) L.R. Dag No.1332 (11 satak more or less) recorded in L.R. Khatian No. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1332 recorded in R.S. Khatian No.532) (7) L.R. Dag No.1333 (14 satak more or less) recorded in L.R. Khatian Nos. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1333 recorded in R.S. Khatian No.574) (8) L.R. Dag No.1351 (8 satak more or less) recorded in L.R. Khatian Nos.1098 and 1099 (formerly R.S. Dag No.1351 recorded in R.S. Khatian No.537) (9) L.R. Dag No.1364 (6 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109,1110, 1111 and 1112 (formerly R.S. Dag No.1364 recorded in Khatian No.735, 434 and 436) (10) L.R. Dag No.1365 (22 Satak more or less) recorded in L.R. Khatian Nos.1098, 1099, 1161, 1162 (formerly R.S. Dag No.1365 recorded in R.S. Khatian No.520) (11) L.R. Dag No.1366 (17 satak more or less) recorded in L.R. Khatian Nos.1125 and 1126 (formerly R.S. Dag No.1366 recorded in R.S. Khatian No.563) (12) L.R. Dag No.1367 (12 satak more or less) recorded in L.R. Khatian Nos.1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097 (formerly R.S. Dag No.1367) (13) L.R. Dag No.1368 (6 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1368 recorded in R.S. Khatian No.537) (14) L.R. Dag No.1369 (35 satak more or less) recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag No.1369 recorded in R.S. Khatian No.655), (15) L.R. Dag No.1370 (36 satak more or less) recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1370 recorded in R.S. Khatian Nos.434, 436 and 735) (16) L.R. Dag No.1371 (34 satak more or less) recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1371 recorded in R.S. Khatian Nos.434, 436 and 735) (17) L.R. Dag No.1372 (34 satak more or less) recorded in L.R. Khatian Nos. 1127, 1128, 1129, 1130, 1163, 1164, 1165, 1166 (formerly R.S. Dag No.1372 recorded in R.S. Khatian No.482) (18) divided and demarcated portion of L.R. Dag No.1385 (120.5 Satak more or less out of 249 satak) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123, 1124, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1122 and 1121 (formerly R.S. Dag No.1385 recorded in R.S. Khatian No.784 and 786) (19) divided and demarcated portion of L.R. Dag No.1386 (9.5 Sataks more or less out of 11 Satak purchased by the relevant owners and mutated in their names out of total 14 satak in the Dag) recorded in L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121 and 1122 (formerly R.S. Dag No.1386 recorded in R.S. Khatian No.785, 787, 790 and 792) (20) L.R. Dag No.1385/1712 (21 satak more or less) recorded in L.R. Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1385/1712 recorded in R.S. Khatian No.788) and (21) L.R. Dag No.1435/1718 (17 satak more or less) recorded in L.R.

Khatian Nos. 1116/1, 1117/1, 1118/1, 1119/1, 1120/1, 1121/1, 1122/1, 1123 and 1124 (formerly R.S. Dag No.1435/1718 recorded in R.S. Khatian No.513) all in Mouza Bade Hooghly, J. L. No. 80, Additional District Sub-Registrar, Sonarpur under Police Station Sonarpur, Poleghat Gram Panchayat in the District of South 24 Parganas, Pin Code 700145 and butted and bounded as follows:-

- 1.1.1 On the **North** : by Road, Land and RTS of Ellias Sk., RTS of Sovan Sk., House of Siraj Gazi, land of Jonu Ghosh, Land of Jonu Ghosh & Ors. Land of Dr. Ghosh, Land of Abbas Sk.;
- 1.1.2 On the **South** : by Malencha Road, RTS of Sk. Kuddus, Land of late Jehad Mistri, Burial Ground, Land of Raffic Sk., Good News School, Spoke Workshop, House of Chanda Sk., RTS of Shadat Gazi.;
- 1.1.3 On the **East** : by Pond of Masjid Committee, RTS of Jahangir Sk., Land of Siraj Gazi, Land and building of Suresh Ghosh, House of Kalicharan Ghosh; and
- 1.1.4 On the **West** : by RTS of Sk. Kuddus, Land of Bapi Mistri, Burial Ground, Extended E.M. Bypass, Land of Abbas Sk. Land of Sk. Haniff, Land of Dr. Ranjit Ghosh.

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

- 2 PROJECT LAND: ALL THAT** pieces or parcels of land admeasuring 11933.88 Square metre or 2.9489 Acre or 294.89 Satak more or less situate lying and being entire (1) L.R. Dag No. 1326 recorded in L.R. Khatian Nos.1226, 1227 and 1228 (formerly R.S. Dag No. 1326 recorded in R.S. Khatian Nos.710 and 818), (2) L.R. Dag No.1327 recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1327 recorded in R.S. Khatian Nos.661 and 662) (3) L.R. Dag No.1328 recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag 1328 recorded in R.S. Khatian Nos.525), (4) L.R. Dag No.1329 recorded in L.R. Khatian Nos.1097, 1096, 1095, 1094, 1093, 1092, 1091 and 1090 (formerly R.S. Dag No.1329 recorded in R.S. Khatian No.527/1), (5) L.R. Dag No.1331 recorded in L.R. Khatian No.1090, 1091, 1092, 1093, 1094, 1095, 1096 and 1097 (formerly R.S. Dag No.1331 recorded in R.S. Khatian No.543), (6) L.R. Dag No.1332 recorded in L.R. Khatian No. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1332 recorded in R.S. Khatian No.532), (7) L.R. Dag No.1333 recorded in L.R. Khatian Nos. 1089, 1088, 1087, 1086, 1085, 1084, 1083 and 1082 (formerly R.S. Dag No.1333 recorded in R.S. Khatian No.574), (8) L.R. Dag No.1368 recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1368 recorded in R.S. Khatian No.537), (9) divided and demarcated portion of L.R. Dag No.1351 recorded in L.R. Khatian Nos.1098 and 1099 (formerly R.S. Dag No.1351 recorded in R.S. Khatian No.537), (10) divided and demarcated portion of L.R. Dag No.1365 recorded in L.R. Khatian Nos.1098, 1099, 1161, 1162 (formerly R.S. Dag No.1365 recorded in R.S. Khatian No.520), (11) divided and demarcated portion of L.R. Dag No.1366 recorded in L.R. Khatian Nos.1125 and 1126 (formerly R.S. Dag No.1366 recorded in R.S. Khatian No.563), (12) divided and demarcated portion of L.R. Dag No.1367 recorded in L.R. Khatian Nos.1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097 (formerly R.S. Dag No.1367), (13) divided and demarcated portion of L.R. Dag No.1369 recorded in L.R. Khatian Nos.1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1100, 1101, 1102 and 1103 (formerly R.S. Dag No.1369 recorded in R.S. Khatian No.655), (14) divided and demarcated portion of L.R. Dag No.1370 recorded in L.R. Khatian Nos.1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1370 recorded in R.S. Khatian Nos.434, 436 and 735), (15) divided and demarcated portion of L.R. Dag

No.1371 recorded in L.R. Khatian Nos. 1106, 1107, 1108, 1109, 1110, 1111 and 1112 (formerly R.S. Dag No.1371 recorded in R.S. Khatian Nos.434, 436 and 735), (16) divided and demarcated portion of L.R. Dag No.1372 recorded in L.R. Khatian Nos. 1127, 1128, 1129, 1130, 1163, 1164, 1165, 1166 (formerly R.S. Dag No.1372 recorded in R.S. Khatian No.482), (17) divided and demarcated portion of L.R. Dag No.1386 recorded in L.R. Khatian Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121 and 1122 (formerly R.S. Dag No.1386 recorded in R.S. Khatian No.785, 787, 790 and 792), all in Mouza Bade Hooghly, J. L. No. 80, Additional District Sub-Registrar, Sonarpur under Police Station Sonarpur, Poleghat Gram Panchayat in the District of South 24 Parganas, Pin Code 700145

SCHEDULE A-1

CHAIN OF TITLE:

CHAIN 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 Number	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	0.960	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 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 name of the Owner No. 1 is recorded as Raiyat in the Records of Rights published under the said Act of 1955 in respect of the Larger Property under L.R. Khatian No. 12284. 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 South 24 Parganas vide Memo No. 18/12/18 dated 1st February, 2019.
- H.** By an Indenture of Conveyance dated 28th March, 2019 made between the Owner No. 1 herein therein referred as the Vendor of the One Part and the Owner 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 Owner No. 1 hereto (namely said Sugam Promoters Private Limited) for the consideration therein mentioned conveyed by way of absolute sale to the Owner 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 Owners are now holding the said Land with an undivided 9.1028 acre being owned by the Owner No. 1 and an undivided 3.9012 being owned by the

Owner No. 2 which translates to a 70% undivided share of the Owner No. 1 in the said Land and 30% undivided share of the Owner No. 2 in the said Land.

J. By the Development Agreement the Owners, 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 Owners 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 Owners 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 Owners and the Promoter shall separately pay to the Owners the share of the Owners in the same.
- iv. The Owners 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.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. **DEFINITIONS:** Unless, in this agreement, there be something contrary or repugnant to the subject or context:
 - a. **“this agreement”** shall mean the Agreement and Schedules all read together.
 - b. **“Co-owners”** shall insofar as the Project is concerned 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 Owners/Promoter, shall mean the respective Owners and/or Promoter and insofar as the Whole Complex is concerned mean (a) all the Purchasers of Units in the Whole Complex 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 Owners/Promoter, shall mean the respective Owners and/or Promoter;
 - c. **“sanctioned plan”** shall mean the plan sanctioned by the Konnagar Municipality, Hooghly vide Building Plan No. 18/12/18 dated 1st February, 2019 and include additions/alterations made thereto subject to compliance of the Act.
 - d. **“other exigencies”** shall include Acts of Government, Statutory Body etc., strike, riot, mob, air raid, order of injunction or otherwise restraining or suspending development or construction at the Project or the said Land or in obtaining connections of the water, drainage, electricity or other connections by the Court of Law, Tribunal or Statutory Body.
 - e. **“scheduled date”** shall mean the date of completion of the project as per registration with the Authority and include the extension of registration, if any, granted to the said project by the Authority, as per the Act.
 - f. **“Maintenance in-charge”** shall insofar as the Project is concerned 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 and insofar as the Club Facility is concerned, the same shall mean the Promoter or any agency to whom the Promoter may from time to time give charge of the same and upon completion of the Project as well as all Future Phases shall mean the all the Associations in respect of the Project and Future Phases collectively;
 - g. **“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 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

- h. **“Phases”** shall mean the first phase comprising of the Project and such phases in future if and at the sole discretion of the Promoter developed by it at the said Land.
 - i. Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - j. Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- 1 All payments shall be made by the Purchaser against proper receipts by the Promoter and the Purchaser shall not be entitled to claim nor to set up any other evidence regarding the payment
 - 2 The Tax Deductible at Source under the Income Tax Laws shall, if applicable be deducted by the Purchaser on the consideration payable to the Promoter and the same shall be deposited by the Purchaser to the concerned authority within the time period stipulated under law. The Promoter or the Owners shall not be liable in any manner whatsoever in case of default on the part of the Purchaser in depositing such TDS.
 - 3 The Promoter has been empowered and authorized under the Development Agreement to receive all amounts from the Purchaser. The Promoter shall pay to the Owners their respective entitlements in terms of the Development Agreement or as they may mutually agree and the Purchaser shall have no concern therewith. Further the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Charges and Deposits from the Purchaser and the Purchaser has satisfied himself about such rights of the Promoter.
- 3.1 The sanctioned plan relates to the Project including the Club building which is the First Phase of the Whole Complex. The sanctioned plans already sanctioned mention that the land area of the whole property is 59018.90 square meter or ___ acre and out of which the gifted area is 5823.319 square meter plus 1015.991 square meter totaling to ___ acre with a net land area of 56260.590 square meter equivalent to 13.002 acre being the said Land. Such sanctioned plan also mentions the Project to be Phase-I and the sanction taken is only of a part of the total FAR sanctionable in respect of the said Land. Only about 0.638 FAR has been consumed out of 2.250 FAR available at present. It is agreed between the parties as follows:-
- 3.1.1 The Promoter may in future and from time to time decide whether to develop the Future Phases comprising of further or other buildings of residential or commercial or mixed in nature in one or more additional phases at said Land
 - 3.1.2 The unused FAR in respect of the said Land shall be utilized by the Promoter in the Future Phases and if additional FAR is available on account of Green Building or otherwise the same may also be utilized by the Promoter at Future Phases at the said Land.
 - 3.1.3 New sanction plans or plans by way of modification of existing sanctioned plans in respect of the said Land are likely to be sanctioned for the Future Phases.
 - 3.1.4 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 sanctioned plan and/or new plans.

- 3.1.5 Upon the Promoter developing further buildings in one or more phases there shall be sharing of certain common amenities and facilities between the Project and the Future Phases amongst the co-owners of the Project and the developed Future Phases.
- 3.1.6 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 Land Owners 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 as available.
- 3.1.7 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.
- 3.1.8 The First Phase (i.e. the Project) and the Future Phases or phases (if developed) will share certain areas, installations and facilities in common. Particulars of some of the Common Areas in the Project which shall be used in common by the Future Phases (or part as may be decided by the Promoter) are mentioned in Part-II of Schedule E. The Promoter may at its sole discretion identify such amenities and facilities in Future Phase that may be used in common with the co-owners of the Project and the Future Phases.
- 3.1.9 The Club Facility shall be used in common by the Co-owners of the Project and Future Phases (to the extent permitted by the Owner).
- 3.1.10 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 Project and Future Phases upon completion of the Future Phases.

3.2 This agreement is in respect of the Project which is part of First Phase.

- 4 The said Building shall contain certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Purchaser shall have the right to use in common with the Owners, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project shall also contain certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Purchaser shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and other persons permitted by the Promoter. The Project shall also contain certain Common Areas as specified in Part-II of the Schedule E hereunder written which the Purchaser shall have the right to use in common with the Owners, the Promoter and other Co-owners of the Project and Future Phases (or part thereof as permitted by the Promoter). In addition, the Whole Complex may contain certain joint common areas which the Purchaser shall have the right to use in common with the Owners, 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. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner
- 5 The Project contains open and covered parking spaces and multi level mechanized parking spaces as per sanctioned plans ("Car Parking Areas"). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule E 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 Purchasers who need the same and apply for the same with preference being given by the Promoter to those Purchasers 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 Purchaser nor to disturb the use of the allotted parking space by the concerned Purchaser.

- 6 The Promoter intends to make further additions and alterations to the Building Plans without affecting the Designated Apartment or reducing the amenities and facilities mentioned in Schedule D and Schedule E. The Promoter shall take consent of the Purchaser at the appropriate time if and to the extent required under the Act and which such consent shall not be unreasonably withheld.
- 7 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 and/or the Whole Complex or any of them Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Municipality and upon complying with the applicable provisions of the Act and/or Rules.
- 8 Upon construction of the Buildings the Promoter shall finally identify and demarcate portions of 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 parking and for any other use.
- 9 Other Charges: As part of the Total Price, the Purchaser shall also pay to the Promoter the following amounts:=
 - 9.1 Purchaser's share of the costs charges and expenses for procuring electricity connection by way of Transformer, Electric Sub-station for the Project, being the lumpsum of Rs. _____ .00
 - 9.2 Purchaser's share of the costs, charges, expenses for common generator and its accessories and providing for supply of power therefrom to the said Unit during WBSEDCL power failure, being the lump-sum of Rs. _____ .00
 - 9.3 One time Club membership Charges amounting to Rs. _____ .00
 - 9.4 Documentation charges being a sum of Rs. _____ .00 out of which 50% shall be paid simultaneously with the execution of the Agreement for sale and the balance on or before the date of conveyance
 - 9.5 Fees and expenses, if any, payable to any Authority towards Sale/Transfer Permission fees.
 - 9.6 Proportionate share of costs, charges and expenses (including stamp duty, registration charges, income tax, other taxes etc.,) in respect of transfer of Common Areas and/or formation and handover of management and maintenance of the Common Areas to the Association/s
 - 9.7 Goods and Service Tax on the above amounts.

- 10 Deposits: The Purchaser shall also pay and deposit and keep deposited the amounts on the following heads:-
- 10.1 The Purchaser shall pay to the Promoter a non refundable sum of Rs. _____00 towards provisional Maintenance Corpus/Sinking Fund.
- 10.2 The Purchaser shall deposit and/or keep deposited with the Promoter as and by way of advance maintenance deposit, a sum of Rs. _____00, equivalent to 12 months' maintenance charges at the rate mentioned herein to remain in deposit with the Promoter. As against the bills for monthly maintenance charges to be raised by the Promoter upon the Purchaser in respect of the Designated Apartment for twelve months from the expiry of notice period of the intimation given to the Purchaser to take possession, the Promoter shall adjust one-twelfth of such advance maintenance deposit.
- 11 The Deposit paid to the Promoter shall be held by the Promoter as interest free security deposit 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.
- 12 The payment of all Other Charges and Deposits shall be made by the Purchaser to the Promoter before taking possession of the Designated Apartment and within 30 days of receiving Intimation for possession from the Promoter.
- 13 The refund and/or payment of any amount by the Promoter to the Purchaser in terms of this agreement may be made by the Promoter by depositing the amount in the bank account of the Purchaser as per the details already provided by the Purchaser in the Application for allotment of the Designated Apartment and the same shall be and be deemed to be sufficient discharge of the Promoter in respect of payment of such amount.
- 14 **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.
- 14.1 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 Designated Apartment.
- 14.2 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 Designated Unit shall be maintained by the Purchaser in a proper, well maintained and repaired manner.

- 14.3 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.
- 15 The Promoter may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings or amenities morefully mentioned in the Schedule D and Schedule E hereto.
- 16 The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in the construction, addition, alteration and completion of construction of or in or to the Project or any part thereof by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
- 17 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.
- 18 The Owners/Promoter would convey proportionate undivided indivisible share in the Common Areas in favour of the Purchaser and if the laws for the time being in force otherwise requires such sale to be carried out in favour of the Association, then such sale shall be carried out in favour of the Association, to which the Purchaser hereby agrees.
- 19 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 E1 hereto.
- 20 The Purchaser may only after a period of 12 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum equivalent to @2% (two percent) of the Total Price (excluding Other Charges and Taxes) hereunder or at which the Designated Apartment is purchased by the nominee, whichever be higher, in advance to the Promoter, get the name of his nominee substituted in his place and stead in the records of the Promoter as the Buyer of the Designated Apartment subject to there being no restriction or prohibition under the laws for the time being in force and subject to the nominee expressly agreeing to accept and acknowledge the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. Any such nomination shall be at the risk and costs of the Purchaser and/or the nominee and all stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Purchaser or its nominee. Any tax, duty, imposition or levy including Income Tax (except on the said sum mentioned equivalent to @2% mentioned in this clause in respect of the Designated Apartment paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the Purchaser shall be payable by the Purchaser or its transferee but the Owners or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Owners or the Promoter or to which the Owners or the Promoter are likely to become liable owing to any such nomination or related transactions, the same shall be payable by the Purchaser in advance to the Owners and/or the Promoter and the Promoter may not give

any consent to any such nomination or transfer without the receipt of such payment. The Purchaser shall not, however, be entitled to assign or transfer this agreement for a period of twelve months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Apartment at any time until all the amounts, charges, outgoings and dues payable by the Purchaser to the Promoter in respect of the Designated Apartment are fully paid up and a No Dues certificate is obtained by the Purchaser from the Promoter.

- 21 The cost of management, repair, maintenance and upkeep including Annual Maintenance Contracts of the Multi level Mechanical Parking System shall be part of the Common Expenses.
- 22 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of 5 years from the date of the Completion Certificate
- 23 The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Owners or the Promoter) taking possession of their respective Units in the Project and not before and the Purchaser, in case it takes possession of the Designated Apartment 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 the said requirement of minimum percentage of occupancy at any time.

24 **AREA CALCULATION:**

- 24.1 **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.
 - 24.2 **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.
 - 24.3 **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Purchaser.
 - 24.4 **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.
 - 24.5 **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.
 - 24.6 **Chargeable Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.
- 25 The Promoter has taken and may in future too take construction finance for construction of the Project and Future Phases by mortgaging the said Land and/or any part thereof **Provided However That** any such mortgage if it relates to the Designated Apartment shall be

redeemed/discharged by the Promoter by way of repayment of the loan prior to the execution of Deed of Conveyance by the Promoter in favour of the Purchaser in terms hereof.

- 26 In case the Purchaser, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the consideration envisaged herein, the same shall be subject to the terms and conditions of this agreement and the entire obligation or liability in respect of the same shall be that of the Purchaser alone
- 27 Unless changed by the Promoter, Shelter of _____ 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.
- 28 Unless changed by the Developer, Messrs. DSP Law Associates, Advocates of 4D Nicco House, 2 Hare Street, Kolkata-700001 shall be the Advocates for the documentations concerning the transfer of different areas and portions of the Project.
- 1 The Project shall bear the name “ _____ ” 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.

SCHEDULE A-3

Part - I

FIRST PHASE (PROJECT)

1. Tower 1 having ground and 12 upper floors
2. Tower 2 having ground and 12 upper floors
3. Tower 3 having ground and 12 upper floors
4. Tower 4 having ground and 16 upper floors
5. Club building having ground and two upper floors forming part of Common Amenities and Facilities for the Project and Future Phases (or part thereof as the Promoter may decide) as morefully contained in Part-III of the **Schedule E** hereto (“**Club Facility**”)
6. Common Amenities and Facilities as mentioned in Part-I of Schedule E hereto.
7. Common use with the Future Phase/s (or part thereof as decided by the Promoter) of the Common Amenities and Facilities mentioned in Part-II of Schedule E hereto and any other as be decided by the Promoter before or during the course of development of any Future Phase.

PART-II

FUTURE PHASE/S (IF DEVELOPED BY PROMOTER)

1. 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 portions of the said Land

SCHEDULE 'B' – APARTMENT, PARKING ETC.,

1. **DESIGNATED APARTMENT : ALL THAT** the flat being Unit No. _____ containing a carpet area of ___ Square feet more or less alongwith balcony with a carpet area of _____ Square feet more or less and a total built-up area of Unit (including Balcony) of ___ Square feet more or less and **Chargeable Area for CAM** being _____**Square Feet** on the ___ floor of the Tower ___ of the Project at the Project Land.
2. PARKING: _____
3. OPEN TERRACE: _____

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT).

1. SPECIFICATIONS FOR THE APARTMENT:

Walls	:	Plaster of Paris/ Putty/ Gypsum Plaster finish on walls.
Flooring	:	Vitrified tiles in the bed rooms, living/dining room.
Kitchen	:	Stone/ Tilecounter top. Stainless steel sink. Ceramic tiles dado up to 2 feet above the kitchen counter. Flooring: Anti skid Ceramic tiles, Exhaust Point.
Toilet	:	Flooring : Anti skid Ceramic Tiles. Ceramic tiles on the walls upto . Electrical point for Geyser & Exhaust fan Plumbing provision for hot / cold water line
Doors	:	Main door :- Flush doors Door Frames : - Made of wood Main door Fittings : - Reputed make Door Lock/ and eyepiece. Internal Doors : - Flush doors with hardware fittings.
Windows	:	Anodised/ Powder Coated Alumunium/ UPVC windows.
Sanitary ware	:	Sanitary ware of reputed make.
Electricals	:	Concealed copper wiring. Cable TV cabling in the living room. Modular switches of reputed make. Telephone and internet wiring in living or dining area

SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES

PART-I

1 AMENITIES & FACILITIES WHICH ARE PART OF PROJECT:

1. AMENITIES, FACILITIES WHICH ARE PART OF PROJECT:

1.1 Common Areas at the said 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 Developer

1.2 Common Areas 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 car parking spaces).

1.3 SPECIFICATIONS FOR THE PROJECT:

Foundation	:	RCC Cast In-situ Bored Piling work
Structure	:	RCC framed structure
Staircase	:	IPS flooring/ Tile/ Stone Finnish
Lift	:	Passengers lifts at Each Tower (as sanctioned)Generator

PART-II

CLUB FACILITY – COMMON TO PROJECT AND FUTURE PHASES

1. **Club Facility:** The Promoter proposes to erect, install and/or make available 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 a portion of the said Land containing:
 - i. Swimming Pool
 - ii. Children's Play area(as part of landscape)
 - iii. Library
 - iv. Gymnasium
 - v. Indoor Games Room
 - vi. Audio Visual Room

- vii. Banquet Hall
- viii. Guest Rooms
- ix. Multipurpose Courts (as part of landscape)
- x. Toilets for Ladies and Gents
- xi. Pool Table
- xii. Table Tennis Table
- xiii. Chess and Carom

- 1.1 The Purchaser agrees to pay the fixed costs and charges in respect of the Club Facility as part of Other Charges.
- 1.2 On the Club Facility becoming functional, the Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge of the same for proper management and use thereof. The Promoter proposes to have a separate maintenance body for the Club which will co-ordinate with the Maintenance In-charge for the Project and each Future Phase.
- 1.3 In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the separate monthly maintenance charges as prescribed by the Promoter or the Maintenance In-charge for the Club Facility. 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.
- 1.4 The Club Facility may be used by the Purchaser alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge including the buyers/Purchasers of Units in the Project and Future Phases. Such use shall be subject to payment of the separate charges therefor and compliance of applicable rules and regulations for the Club Facility.
- 1.5 In case any visitor or guest of the Purchaser desires to avail the 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.

SCHEDULE E-1

HOUSE RULES: The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):

1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever 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 Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
2. unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written ("Parking Facility"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
3. In case the Purchaser has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - (i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - (iii) the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
 - (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 Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (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 enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Owner liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owner.
 - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
 - (x) 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.

4. 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.
5. 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 Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Purchaser or his family members or any other person.

6. Not to make any construction or addition or alteration or enclose any Common Areas 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.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. 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.
9. 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.
10. 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 Buildings at the Project 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 Buildings at the Project or any part thereof.
11. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
12. not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project or the said Land save the battery operated inverter inside the Designated Apartment.
13. 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
14. 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.
15. no bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
16. to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;

17. to use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
18. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
19. to keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings at the Project 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.
20. not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premia payable in respect thereof.
21. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
22. to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
23. keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the Project 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.
24. to maintain at his own costs, the Designated Apartment and the Balcony, in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Municipality, CESC Limited, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
25. not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project 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.
26. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
27. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

- 28.** not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 29.** To allow and permit the Promoter the following rights and authorities:-
- (i) The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
 - (ii) 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 Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
- 30.** The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- (i) 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 any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
 - (ii) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and and proportionately in case the same relates to the Building or the said Land or any part thereof.

- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (v) Proportionate share of all Common Expenses (including those mentioned in Schedule E-2 hereunder written) 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, maintenance charges calculated @ Rs. _____ (Rupees _____ only) only per Square foot per month of the Chargeable Area for CAM mentioned in clause _____ of Schedule A-2 above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
- (vi) 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. _____ (Rupees _____ only) only per Square foot per month of the Chargeable Area for CAM mentioned in clause _____ of Schedule A-2 above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by such Maintenance In-charge at its sole and absolute discretion after taking into consideration the facilities.
- (vii) In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs.____/- per annum to be increased every ___ years by ___% (___percent) of the amount then payable.
- (viii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
- (i) 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.

30.1. All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default

- 30.2. The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 30.3. The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 30.4. 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 and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 30.5. The Purchaser shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings 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 Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

1.1

SCHEDULE E-2

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 (except for replacement of the Multi level Mechanical Parking System) 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 Owners, the Promoter, the Association for the common purposes.

SCHEDULE F –EASEMENTS:

(Easements Granted to the Purchaser)

11.

- 12.** 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:
- 13.** a. The right of access and use of the Common Areas to the extent mentioned in this deed in common with the Vendors and/or the Promoter and/or the other Co-owners and the Maintenance In-charge for normal purposes connected with the use of the Designated Apartment.
- 14.** 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.
- 15.** 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.
- 16.** 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.
- 17.** 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.
- 18.** B The under-mentioned rights easements quasi-easements and privileges appertaining to the Whole Complex 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:
- 19.** 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 and/or the Whole Complex..

- 20.** 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 and/or the Whole Complex 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 and/or the Whole Complex.
- 21.** 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.
- 22.** 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 and/or the Whole Complex.
- 23.** 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/or the Whole Complex 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 and/or the Whole Complex 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.