

Deed of Conveyance

This Deed of Conveyance is made on this the day of
Two Thousand Twenty.

Between

1. **Bharti Gupta** (AADHAAR No. 506870986913) having her Income Tax PAN - ACZPG9310Q, wife of Late Rajendra Kumar Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 22/1, Ballygunge Circular Road, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata - 700 019,

2. **Raghav Gupta** (AADHAAR No. 577628399876) having his Income Tax PAN - AMLPG5356L, son of Late Rajendra Kumar Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 22/1, Ballygunge Circular Road, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata - 700 019,

..... **3. Shristi**

3. **Shristi Poddar** (AADHAAR No. 815539602006) having her Income Tax PAN - AHRPG1814A, wife of Mr. Abhay Poddar and daughter of Late Rajendra Kumar Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at GD-19, Sector - III, Salt Lake, Bidhannagar (M), Post Office - IB Market, Police Station - Bidhannagar (S), Kolkata - 700 106,
4. **Ramesh Kumar Gupta** (AADHAAR No. 486369160586) having his Income Tax PAN - ACZPG9278R, son of Late Bhaya Ram Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071,
5. **Shilpa Gupta** (AADHAAR No. 401646918931) having her Income Tax PAN - ADWPG8409N, wife of Mr. Ratish Kumar Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071,
6. **Spotlight Finance & Consultancy Private Limited** (PAN - AAHCS7890L), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at No. 68A, Ballygunge Circular Road, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata - 700 019, represented by one of its Director Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta,
7. **Surabhi Infrastructure Private Limited** (PAN - AAOCS7179R), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071, represented by one of its Directors namely Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta.

8. **Classic Niketan Private Limited** (PAN - AA ECC1153H), a private limited company incorporated in accordance with the provisions of the Companies Act., 1956, having its registered office at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071, represented by one of its Directors namely Mr. Raghav Gupta, son of Late Rajendra Kumar Gupta,
9. **Escorts Merchandise Private Limited** (PAN - AABCE0365J), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 22/1, Ballygunge Circular Road, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata - 700 019, represented by one of its Directors namely Mr. Raghav Gupta, son of Late Rajendra Kumar Gupta,
10. **Gajanand Realbuild Private Limited** (PAN - AADCG9346H), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071, represented by one of its Directors namely Mr. Raghav Gupta, son of Late Rajendra Kumar Gupta,
11. **Gupta Properties & Finance Private Limited** (PAN - AAACG9654K), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 68A, Ballygunge Circular Road, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata - 700 019, represented by one its Directors Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta.
12. **Gupta Towers Private Limited** (PAN - AAACG9655J), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 68A, Ballygunge Circular Road, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata - 700 019, represented by one of its Director Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta,

13. **Nilachal Developers Private Limited** (PAN - AADCN3844R), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071, represented by one of its Directors namely Mr. Raghav Gupta, son of Late Rajendra Kumar Gupta,
14. **Padmini Enclave Private Limited** (PAN - AAFCP6369R), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956 having its registered office at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071, represented by one of its Director Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta.
15. **Ratish Kumar Gupta** (AADHAAR No. 702682250098) having his Income Tax PAN - ADGPG2004F, son of Mr. Ramesh Kumar Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071,

hereinafter collectively called and referred to as **Owners** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their/its respective heirs, executors, administrators, Director and/or Directors, Successor-in-interest, Successor-in-office, legal representatives and/or assigns) Owners No. 1 to 14 represented by their common Constituted Attorney Mr. Ratish Kumar Gupta (vide a General Power of Attorney dated 24th day of April, 2018, registered in the office of Additional District Sub Registrar, Barasat, North 24 Parganas, copied in Book No. IV, Volume No. 1503-2018, Pages Nos. 6380 to 6434, being Deed No. 150300285 for the year 2018) and **Ratish Kumar Gupta** as self of the **First Part**.

And

M/s. Spotlight Finance & Consultancy Private Limited (CIN U74140WB1991PTC051932), a private limited company incorporated under the provisions of The Companies Act., 1956, having its registered and corporate office at 68A, Ballygunge Circular Road, Annapurna Apartment, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata - 700 019, having its Income Tax PAN - AAHCS7890L, represented by one of its Directors namely Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta, authorised to sign this Apartment Allotment Agreement vide Board's Resolution dated 22.11.2019.

hereinafter called and referred to as the **Promoter** (which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its successor in interest and permitted assigns) of the **Second Part**.

And

1. Mr./Ms. (AADHAAR No. -) having his/her Income Tax PAN -, son/wife of, by nationality Indian, by faith, by occupation and
2. Mr./Ms. (AADHAAR No. -) having his/her Income Tax PAN -, son/wife of, by nationality Indian, by faith, by occupation

both are presently and permanently residing at, Post Office -, Police Station -, Kolkata -, West Bengal, India,

hereinafter jointly called and referred to as the **Purchaser/s** (which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Third Part**.

The Promoter and Allottee shall herein after collectively be referred to as the Parties and individually as a Party.

Definitions:

For the purpose of this Deed of Conveyance, unless the context otherwise requires

- 1.1.** 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) "Regulation" means the Regulation made under the West Bengal Housing Industry Regulation Act. 2017.
- (d) "Section" means a section of the Act.
- (e) 'EDC' means extra developmental costs payable by the Allottee, alongwith the cost of the flat/unit.
- (f) "Advocate/Solicitor" means Subir Kumar Seal & Associates of P-106, Bangur Avenue, Manish Apartment, Ground Floor, Police Station - Lake Town, Kolkata - 700 055.

- (g) Maintenance expenses to be borne by the Allottee/s on the basis of specific designated maintenance areas only.
- (h) Applicable Goods and Service Taxes (GST) means such taxes as time to time be levied by the competent authorities.

1.2. Agreement shall mean the agreement for sale entered into between landowners, promoter and the Allottees/Purchasers dated under certain terms and conditions interalia.

1.3. Approvals shall mean and include all licenses, permits, approvals, sanctions, consents, obtained and/or granted by the respective competent authorities in connection with the said project.

1.4. Advocates shall mean M/s. Subir Kumar Seal & Associates, Solicitors and Advocates, having their office/chamber at P-106, Bangur Avenue, Block - 'C', Manish Apartment, Ground Floor, Police Station - Lake Town, Kolkata - 700 055, appointed by the promoter herein interalia for preparation of the agreements and the sale deeds for transfer of title of aptments/units to the end users.

1.5. Architects shall mean the Architect appointed from time to time by the Promoter for the purpose of planning, designing and supervision of the construction of the entire project.

1.6. Allotment/Booking shall mean the provisional allotment/booking communication/letter issued by the promoter to the Allottee/Purchaser in respect of the said apartment/unit.

- 1.7. Apartment** whether called dwelling unit, car parking spaces, constructed spaces or by any other name means a separate and self contained part of any immovable property including one or more rooms or enclosed spaces located on one or more floors or any part thereof in the building or a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, show room, as the case be or for any other type of use ancillary to the purpose specified.
- 1.8. Allottee** in relation to a real estate project means the person to whom an apartment has been allotted/sold or otherwise transferred by the landowners as well as the promoter and includes the person who subsequently acquires the said allotment through sale transfer or otherwise but does not include a person to whom such apartment is given on rent.
- 1.9. Applicable laws** shall mean and include all applicable laws, statutes, enactments, acts of legislature or Parliament, ordinance, rules, byelaws regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. by any governmental authority, tribunal, board, court as updated or revised or amended from time to time as applicable to the apartment/building/project.
- 1.10. Applicable taxes** shall mean all the taxes, cesses, revenues by whatever names called payable by the promoter.
- 1.11. Association by buyers** shall mean the condominium/association of the buyers/apartment owners in the project Ambey Green, which shall be formed under the applicable laws.
- 1.12. Buyer** means the person/persons to buy/purchase/apartments or part or portion of the building as the case may be or to whom apartment/apartments has/have been sold or otherwise transferred by the landowners and/or the promoter and includes the person who subsequently acquires the said apartments or building through sale, transfer or otherwise.

- 1.13. Building** shall mean the buildings which have been constructed by the promoter on the said land in accordance with the building plan duly sanctioned by the competent authority of Madhyamgram Municipality vide Sanctioned Serial No. 1380/MM/2012-2013 dated 08.11.2013 duly revised vide Serial No. 1790/MM/2013-2014 dated 14.03.2014 again revised vide Revised Sanctioned Building Plan vide Plan No. COM-108/MM/2019-2020 dated 01.10.2019 having provisions for car parking spaces or other civic amenities on the ground floor and residential flats/units/apartments on the upper floors.
- 1.14. Built up area** shall mean and include aggregate of the carpet area, balcony area and external common area.
- 1.15. Carpet Area** shall mean net usable floor area of the apartment, excluding the area covered by external walls, areas under service staffs, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by internal partition walls of the apartment/unit.
- 1.16. Common maintainance expenses** shall mean and include all expenses for the maintainance, management, upkeep and administration of the common areas/common parts and facilities and for rendition of services in common owners/occupiers of the units/apartments and all other expenses for the common purposes to be contributed, borne, paid and shared by the owners/occupiers relating to the project including those mentioned in the Schedule 'E' hereinafter appearing.
- 1.17. Common purposes** shall include the purpose of upkeep, management, maintenance, administration and protection of various respective common parts and the purposes of regulating mutual rights and obligations, responsibilities and liabilities of the landowners, promoter and/or buyer/purchaser of the respective apartments/units and all other purposes or matters in which the association and occupants have common interest relating to the building in the project named and styled as "Ambey Green".

- 1.18. Common areas/Common parts and facilities** shall mean common areas of the project including all the present and future phases, if any, which may include meter rooms, main gates, security rooms, electrical rooms, paths and passages, demarcated common passages, demarcated driveways, entrance gates, administrative and care taker's rooms, toilet for common rooms, water connection in the common portion and common equipment in respect of the common portions like lift or lift installations, pump rooms and its installations, generator and installation, drains, pipes specifically for the purpose of common user morefully and particularly dealt in under Schedule 'C' hereinunder appearing.
- 1.19. Common roof** shall mean a part or portion of the ultimate roof as may be determined by the promoter which shall form part of the common areas and portions and enjoyment of all the owners and/or occupiers of the building situated/erected on the said land.
- 1.20. Competent Authority** means the local authority or any other authority created or established under any law for the time being in force which exercises authority over the land under its jurisdictions and has powers to give permission for development of such immovable property.
- 1.21. Internal development works** means roads, paths, water supply, sewers, plantation, internal lighting, arrangements, provision for community building, disposal of sewerage and sullage water.
- 1.22. Licences** shall mean and include all licenses consents and/or sanction which have to be obtained and granted by the concerned authorities for undertaking the said housing project.

- 1.23. Occupancy Certificate** shall mean the occupancy certificate granted by Madhyamgram Municipality pursuant to Building Permit No. 1790 dated 23.03.2017 on 04.03.2018 certifying completion of the existing buildings (being Block Nos. 3, 5, 6 & 7) and permitting the apartment owners to take possession of their respective apartments/units intended to be acquired by the Purchasers/Allottees.
- 1.24. Parking Space** shall mean right to use space for parking of cars, two wheelers and/or cycles in the portions of the ground floor of the project and/or other spaces as earmarked expressed or intended to be reserved for parking of motor cars, two wheelers, cycles etc. to be allowed by the promoter for exclusive use of the buyer/purchaser, who opts to take it from the promoter.
- 1.25. Proportionate Share** will be fixed on the basis of the carpet area of the apartment/unit purchased in proportion to the carpet area of all the apartments/units in the building or the project as the case may be provided that where it refers to the share of the buyer in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are respectively levied.
- 1.26. Project** shall mean the building and/or buildings constructed at the said land under the name and style of "Spotloght Rainbow" which includes the presently developing three nos. of Blocks i.e. Block Nos. 1, 2 & 4 having the provisions of altogether 95 (ninety five) nos. of residential flats/units/ apartments along with the provisions of the civic amenities, car parking spaces on the ground floor morefully and particularly mentioned under Schedule 'B' hereinunder appearing.

1.27. Reserved areas and facilities shall mean such areas and/or facilities which may be reserved for use of certain apartment and/or apartments to the exclusion of the other apartments.

1.28. Rules means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act. 2017.

1.29. Structural Engineer shall mean the engineer appointed from time to time by the promoter/architect for the preparation of the structural design and drawings of the buildings.

1.30. Terrace shall mean an open terrace attached to a particular floor of the building and not attached to a particular apartment and form an integral part of such building and/or project meant for common user and common to all apartment owners.

1.31. Covenants of the Buyer/Purchaser

The Buyer shall have the right to the apartment as mentioned below: -

- i. The Buyer shall have exclusive ownership of the apartment.
- ii. The Buyer shall have undivided proportionate share in the common areas. Since the share/interest of the Buyer in the common areas is undivided and can't be divided or separated, the Buyer shall use the common areas alongwith other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them.

- iii. That the computation of the sale consideration of the apartment includes recovery of price of land. Construction of not only the apartment but also the common areas and amenities, preferential location charges, charges for exclusive use of balcony/open terrace/garden, locational development charges, applicable GST paid/payable by the promoter in connection with the development/construction of the said building/project, cost of providing electrical wirings, electrical connectivity to the apartment, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows alongwith all the expenses/charges of all the amenities including all charges for completing the said complex.
- iv. The Buyer/s has/have understood and acknowledged that as per the applicable laws some services and facilities may have to be made available at a single point for utilization from thereon for the project land which would be on sharing basis and meant to be used jointly by the Buyer/Owners of apartments/flats/units e.g. electricity connection, water and sewerage connection etc. (shared services and facilities) the Buyer/Purchaser shall use such shared services and facilities strictly in accordance with the terms and conditions of the deed of conveyance.
- v. The Buyer/Purchaser shall be entitled to have and to hold the said apartment hereby granted, sold, conveyed, transferred, released, parted conveyed, transferred assigned, assured or expressed or intended so to be with all rights and appurtenances belonging thereto unto and to the use of the Buyer/Purchaser absolutely and forever in the manner inconsistent with his/her/their rights hereinunder subject to the Buyer/Purchaser not committing any breach or violation and subject to the Buyer not creating any hindrance relating to any of the rights and/or entitlements of any other apartment Buyer/Owner and/or the Promoter.

- vi. It is clearly understood by the Buyer that the Buyer shall at no time have the ownership or title over the car parking space save and except for the exclusive right to use and occupy the same, which has been duly allotted to him/her/them as the case be and the Buyer/Purchaser agrees that the apartment alongwith covered/open parking shall be treated as a single indefeasible apartment for all purposes. It is agreed that the project is an independent, self contained project covering the project lands and is not a part of any other project or zone and shall not form a part of and/or link/combined with any other project and/or zone and shall not form any extension of the project. It is clarified that common areas/services/facilities of the project shall be available for use and enjoyment of all the Buyers of the project.
- vii. The promoter has paid all the outstanding payments before transferring the physical possession of the apartments to the Buyer/Purchaser, which it has collected from all buyers for the payment of the outstanding payments (including land cost, ground rent, municipal/panchayat or other local taxes, charges, levies etc.) charges for water or electricity maintenance charges including mortgage loan and interest or mortgages or other encumbrances and such other liabilities payable to the respective competent authorities, banks and financial institution related to the said project, if any.
- viii. The Buyer/Purchaser of this Indenture has/have checked the areas/ measurement of the apartments as mentioned in the Apartment Allotment Agreement and given his/her/their full consideration on their satisfaction on the issue. Simultaneously with the execution of the Deed of Conveyance the Promoter has handed over peaceful vacant and khas physical possession of the said flat/unit/apartment to the Buyer/Purchaser unless otherwise by earlier issuance of certificate of possession prior to execution of these presents.

- ix. That the Buyer/Purchaser has/have inspected the said apartment/flat/unit and has/have made himself/herself/themselves fully satisfied w.r.t. the mode and manner of construction and the materials used in the said project. The Buyer/Purchaser shall be fully liable and responsible to shoulder the responsibility of taking the handover of maintenance management from the promoter, failing which the promoter shall have no responsibility and/or obligation regarding the maintenance of the said flat from the date of notice by the promoter to the Buyer/Purchaser initiating for procurement of monthly maintenance charges.
- x. The Promoter has paid all the outstanding payments before transferring the physical possession of the apartments to the Buyer/Purchaser and there remains to be no outstanding dues payable by the promoter any more.

1.32. The building/block in which the apartment is located have been completed in all respect and made habitable and the necessary occupation certificate in respect of the said building complex has been obtained from the competent authority.

1.33. The Buyer/Purchaser has seen and accepted the layout plan/demarcation cum zoning/site plan/building plan/floor plan/C.C. plan and all other ancillary documents and acknowledge the same. The Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws as applicable, conditions of licence and provisions prescribed by the State of West Bengal and shall not have any option to make any variation/alteration/modification in such plan/other than in the manner provided under the Act.

- 1.34.** That upon handing over possession of the apartment/flat/unit the Buyer shall after obtaining all permissions, approvals etc. as may be required at his/her own costs and expenses, carry out the fit outs/interior works in the apartment as per its requirement and use. All such works in respect of fit outs/interior works in the apartment will be done as permitted by the promoter and/or association of Buyer and/or maintenance agency, as the case may be and upon payment of charges, if any, as may be levied by the promoter and/or association of Buyers and/or maintenance agency. The Buyer/Purchaser shall ensure and undertake that all such fit outs done internally within the apartments shall not pose any nuisance to the other Occupants/Purchaser and also protect the buyer(s) against pollution or health hazards, noise etc. in the said project without disturbing the external elevation, super structure, internal partition walls, beams and columns.
- 1.35.** That immediately after issuance of notice the Buyer shall be liable to pay all common expenses as per the bills to be raised by the Promoter and/or maintenance agency from time to time, without any default under whatsoever and howsoever circumstances.
- 1.36.** That the Buyer hereby agrees and undertakes to be a member of the association of Buyers to be formed under the Act/Apartment Ownership Act. and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such association of Buyers, the Buyer shall observe and perform all the rules, regulations of the association of Buyers that may be specified in detail under its byelaws.

1.37. On and from the date of taking handover of physical possession the Buyer is responsible for internal security of the said apartment/flat/unit and the articles, things, property and belongings within the same and to protect the same from any theft, loss, damage or destruction and to protect against any bodily injury or casualty to any person on account of any cause whatsoever. The promoter shall not have any responsibility or liability whatsoever in this regard.

2. Transfer: -

2.1. In consideration of payment for a total amount morefully described under the body of this Deed and also in the Memo of Consideration annexed hereto paid by the Buyer/Purchaser to the Promoter herein and in further consideration of the Buyer fulfilling all obligations under these presents the Promoter as well as the landowners do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the Buyer ALL THAT the said Apartment with facility of car park in the allotted car parking space (if applicable), more fully and particularly mentioned and described in the Schedule 'C' hereinunder together with undivided proportionate impartible share or interest in the said entire land underneath along with the said building morefully and particularly mentioned in the Schedule 'A' hereunder written with all easement rights over all common portions in the said Building and land and the transferors doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said apartment TO HAVE AND TO HOLD the said apartment, unto the Buyer herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said apartment, belonging to and held by the Buyer for residential purpose only and upon/ after execution of this Deed of Conveyance, subject however, to the rights reserved by the Transferors, the Buyer shall have every right to sell, gift, lease and transfer the same on the same terms and condition as stipulated under this Deed of Conveyance.

- 2.2.** Right to use the common area of the said Residential Project more fully described in Schedule 'C' (Share of Common Portions), are all comprised in and/or being part or portions of the said Residential Project, including the common facilities and amenities provided thereat.
- 2.3.** The aforesaid sale and transfer is and subject to the mutual easements and restrictions morefully described in Schedule 'F' and further subject to conditions covenants running with the said apartment by the Buyer/ Purchaser.
- 2.4.** The Buyer subject to compliance of all the terms and conditions of this deed and further, observing and performing the covenants, morefully described in the Schedules below, appearing hereinafter, shall peacefully own, hold and enjoy the said apartment.
- 2.5.** Upon execution of this Deed of Conveyance, the Buyer shall not raise any claim of whatsoever nature, against the Promoter and Owner/Vendor.

3. REPRESENTATIONS AND WARRANTIES OF THE OWNERS & PROMOTER:

The Owners and the Promoter hereby represent and warrant to the Buyer as follows :

- i. The Promoter has absolute authority to transfer the undivided, proportionate share with respect to the Project's Lands;
- ii. The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project on the said Project land;
- iii. There is no adverse order that has been given against the Land Owners till date.

- iv. That right, title and interest which the Promoter doth hereby profess to transfer, subsists and that the Promoter has good right, full power, absolute authority and indefeasible title to grant, transfer, convey, assign and assure the said apartment unto the Buyer and hereby granted, conveyed, transferred, assigned and assured the same unto the Buyer in the manner expressed herein or intended so to be;
- v. All approvals, licenses, sanctions and permissions issued by the Competent Authorities with respect to the said Project and the said Apartment are valid and subsisting and have been duly obtained by following due process of law, further, the Promoter have been and shall, at all times, remain to be in compliance with all the Applicable Laws in relation to the Project being the Real Estate Project, the Building, the Apartment and the Common Areas;
- vi. The Promoter shall have the right to execute this Deed of Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Buyer created herein, may be prejudicially affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any other person or party with respect to the Project Land, including the Real Estate Project and the Building/Apartment which will, in any manner, affect the rights of Buyer under this Conveyance Deed;
- viii. The Promoter confirm that they are not restricted in any manner whatsoever from selling the Apartment to the Buyer in the manner contemplated in this Deed of Conveyance;

- ix. The Project Lands are not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the same ;
- x. The Promoter shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever which it has collected from the buyers, payable with respect to the said Real Estate Project to the Competent Authorities till the offer of possession of the apartments along with Common Areas(equipped with all the specifications, amenities and facilities) to the Buyer and the Association of Buyers or the Competent Authority, as the case may be;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition) has been received by or served upon the Promoter in respect of the Project Lands and/or the Real Estate Project;
- xii. Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas that remains unsold shall exclusively belong to the Promoter and the Promoter shall be entitled to deal with and dispose of the same in any manner it deems fit and appropriate at the agreed consideration for the same;
- xiii. Non - enforcement of any right by the Promoter or any indulgence granted by the Promoter to the Buyer or any other Apartment Buyer/ Owner shall not amount to any waiver of any of the rights of the Promoter;

4. MAINTENANCE OF THE SAID PROJECT/BUILDING/ APARTMENT:

- 4.1.** The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Buyers subject to handover respective flats to the respective Buyer, as the case may be, upon the issuance of the completion certificate (or part thereof) or occupancy certificate (or part thereof), as the case may be, of the Project. In case, the Association of Buyers fails to take handover of such essential services as envisaged in this Conveyance Deed or as per the Applicable Laws, then in such a case, the Promoter shall have a right to recover the charges as may be incurred on maintenance thereof for the delayed period, which shall be recoverable from the Association of Buyers or proportionately from all Buyers at the Project. On and from the date of execution of this Conveyance Deed, the Buyer shall be liable to bear and pay all common expenses in respect of the Apartment including the proportionate charges of all outgoings/charges in respect of the said Apartment and maintenance charges as may be levied by the Association of Buyers or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. payable to any Competent Authority.
- 4.2.** The Buyer shall pay the maintenance charges in relation to the apartment as may be levied by the Maintenance Agency and shall also enter into a maintenance agreement with the Maintenance Agency. It is made clear to the Buyer that the Maintenance Agency shall render maintenance services only with respect to the Common Areas and these shall mainly relate to services, amongst others, in respect to the public roads, security, landscaping, sewerage, drainage, garbage clearance, water, street lights, pavements, power back up provision and such other services for the proper running, maintenance and operation of Common Areas.

- 4.3.** The Buyer agrees to maintain at the close of each financial year ending on 31st March Integrated Building Management System (IBMS) with the Association of Buyers/Competent Authority, as the case may be. The applicable interest rate on this deposit shall be as per the prevailing interest rates of the bank in which the said amount is deposited.
- 4.4.** The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub - station, transformers, underground water tanks, pump rooms, maintenance and service rooms and equipments etc. and other permitted uses as per sanctioned plans. The Buyer shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Buyers/Maintenance Agency/Competent Authority, as the case may be, for rendering maintenance services.

5. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale is brought to the notice of the Promoters within a period of 5 (five) years by the Buyer from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters' failure to rectify such defects within such time, the aggrieved Buyer shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Buyer shall, in order to mitigate any further prejudicial effect, notify the Promoter of such structural defect or any other defect in workmanship quality or provision of services or any other obligations of the Promoter, in a prompt manner and preferably within 7 (seven) days from the date of its occurrence/intimation.

However, the Promoter shall not be liable for rectification of defects in the following circumstances:

- (i) if the same has resulted due to any act, omission or negligence attributable to the Buyer or non - compliance of any Applicable Laws by the Buyer ; and
- (ii) the defects that are the result of ordinary wear and tear in due course.

Provided that the Buyer understands that there is a fundamental difference between hand over of the building/constructions or infrastructure services and systems free from defects on the one hand and maintenance of handed over building/constructions or infrastructure services and systems so as to maintain defect-free functioning which by its nature is a lifelong process. Accordingly, the continued maintenance of the systems handed over would not be the responsibility of the Promoter, and the Promoter shall not be liable for rectification of any defects therein.

Provided further that in case rectification of any such structural defect or any other defect in workmanship, quality or provision of services by the Promoter at the Project, reasonably and in the ordinary course requires additional time beyond the said 30 (thirty) days, then the Promoter shall be entitled to the same, provided an intimation thereof has been provided to the Buyer prior to expiry of the said initial 30 (thirty) days. The Buyer hereby agrees to such additional time/extension of time without being entitled to/making any claim to receive appropriate compensation in the manner as provided under the Act and/or otherwise under the Applicable Laws. Further, the Promoter shall not be held responsible for any delay in completing the rectification if the same is caused due to any non - cooperation from other apartment Allottees/Buyers/Owners and the Association of Buyers.

Provided further that the abovesaid responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorized modifications or repairs done by the Buyer or its nominee/ agent, (iii) cases of force majeure, (iv) failure to maintain the amenities/ equipments (v) accident and (vi) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided further that the Buyer shall also pay maintenance charges for maintenance of the Project and its facilities and amenities during the period of first five years and thereafter and in case non - payment of maintenance charges by the Buyer and there being discontinuation of proper maintenance in that event the Promoter shall not be held as liable as default on its part under this clause.

6. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter and/or Maintenance Agency and/or the Association of Buyers and/or the Competent Authority shall have right of access to all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Buyer agrees to permit the Association of Buyers/Maintenance Agency/the Competent Authority to enter into the Apartment or any part thereof, after due notice and during the normal daytime hours, unless the circumstances warrant otherwise, with a view to set right any defect.

7. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- a. Subject to Clause 8 above, the Buyer shall, after taking possession, be solely responsible to maintain the said Apartment at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. Any fit outs to be carried out by the Buyer in the said Apartment shall be in accordance with the ' Fit - out Guidelines '.

- b. The Buyer/the Association of Buyers further undertakes, assures and guarantees that it would not put any sign - board/name - plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings or the said Apartment or the Common Areas. The Buyer shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodeling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment. Further, the Buyer/Association of Buyers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the Building.

- c. The Promoter and/or Owner and/or Buyer and/or Association of Buyers shall not create any hindrance by way of locking, blocking, parking or in any manner in the right of passage or access or Common Areas which otherwise are available for free access.
- d. If any damage is caused to the Apartment, Common Areas or to the Project on account of any act, negligence or default on the part of the Buyer or his/her/their employees, agents, servants, guests, or invitees, the Buyer shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/or damage caused as may be levied by the Promoter or the Association of Buyers or the Maintenance Agency, as the case may be.
- e. The Buyer/the Association of Buyers shall not remove any wall, including the outer and load bearing wall of the Apartment, as the case may be. The Buyer is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment/Building and/or the said real estate Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Buyer shall not under any circumstances do or allow any alteration/ modification/change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Promoter and/or Association of Buyers in writing as the case may be.

- f. The Buyer shall not cover or construct on the balcony(ies), open terrace(s) or garden(s) reserved exclusively for the dedicated use of the Apartment and shall only use the same as open balcony(ies), terrace (s) or garden(s), as the case may be, and in no other manner whatsoever.
- g. The Buyer/Association of Buyers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and after the handover of the Common Areas by the Promoter the same shall be in conformity with the approval from the Maintenance Agency/Association of Buyers, as the case may be. The Buyer shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions,
- h. The Buyer shall not use/cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Buyer specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/irregular/illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.
- i. Save the said Apartment, the Buyer shall have no or nor shall claim any right whatsoever or howsoever over and in respect of the other Apartment and spaces or constructed areas or parking spaces at the said Project. The right of the Buyer shall remain restricted to his/her/their respective Apartment and use of the Common Parts, Portions, Facilities and Amenities and in no event the Buyer shall be entitled and hereby agrees not to claim any right of ownership or otherwise in respect of the other parts or portions of the said Building/ Project.

- j. The Buyer undertakes not to sub-divide/amalgamate the Apartment (s) with any other apartment/area in the Project.
- k. The name of the Project shall always be "Spotlight Rainbow" and the Buyer or his/her/their lessees/occupant(s)/transferee(s)/ assignee(s) or the Association of Buyers shall not be entitled to change the same.
- l. The Buyer shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Areas or any portion of the Complex.

8. COMPLIANCE OF LAWS, NOTIFICATIONS, OBLIGATIONS ETC. BY THE PARTIES:

- a. The Parties are entering into this Conveyance Deed with the full knowledge of all laws, rules, regulations, and notifications applicable to the said Project.
- b. The Promoter has made it expressly clear to the Buyer that the rights of the Promoter in the Apartment agreed to be conveyed/sold/ transferred herein are circumscribed by and subject to the conditions imposed by any statutory authority (ies).
- c. The Buyer shall observe all terms and conditions of this Conveyance Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the license granted by the authority and shall also abide by the applicable site plans, building plans and other Applicable Laws applicable to the Apartment and/or the Building/Project.

9. ADDITIONAL CONSTRUCTIONS:

The Promoter undertake that they have no right to make additions or to put up additional structure (s) anywhere in the Project after the building plans, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority (ies) and disclosed, except for as provided in the Act.

10. COMPLIANCE WITH THE ACT AND RULES AND APARTMENT ACT:

The Promoter has assured the Buyer that the Real Estate Project in its entirety is in accordance with the provisions of the Act and Rules, Apartment Act and all other applicable Laws, Act and rules framed/to be framed thereunder.

11. ENTIRE CONVEYANCE DEED:

This Conveyance Deed, along with its schedules, constitutes entire understanding/contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, documents, communications, discussions, arrangements whether written or oral, negotiations held between the Parties (including but not limited to Application, Allotment Letter and the Apartment Allotment Agreement) and there are no promises or assurances or representations, oral or written, expressed or implied, of the Promoters, other than those contained in this Conveyance Deed.

12. PROVISIONS OF THIS CONVEYANCE DEED APPLICABLE ON BUYER/SUBSEQUENT PURCHASERS OF THE APARTMENT:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the said Project shall equally be applicable to and enforceable against and by any subsequent purchaser of the Apartment, as in case of a transfer, all obligations go along with the Apartment for all intents and purposes.

13. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE CONVEYANCE DEED:

Wherever in this Conveyance Deed it is stipulated that the Buyer has to make any payment, in common with other buyer(s) in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the apartments in the Project, as the case may be.

Devolution of Title in brief:

WHEREAS:

- A. That the Owners herein namely (i) Mrs. Bharti Gupta, (ii) Mr. Raghav Gupta, (iii) Shristi Poddar, (iv) Mr. Ramesh Kumar Gupta, (v) Mr. Ratish Kumar Gupta, (vi) Mrs. Shilpa Gupta, (vii) M/s. Spotlight Finance & Consultancy Private Ltd., (viii) M/s. Surabhi Infrastructure Private Ltd., (ix) M/s. Classic Niketan Private Ltd., (x) M/s. Escorts Merchandise Private Ltd., (xi) M/s. Gajanand Realbuild Private Ltd., (xii) M/s. Gupta Properties & Finance Private Ltd.,

(xiii) M/s. Gupta Towers Private Ltd., (xiv) M/s. Nilachal Developers Private Ltd., (xv) M/s. Padmini Enclave Private Ltd., are collectively seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of Bastu land hereditaments admeasuring an area of 179.821 (one hundred and seventy nine point eight two one) Decimal which is equivalent to 108.98 (one hundred and eight point nine eight) Cuttaha be the same a little more or less in Mouza Udayrajpur, J.L. No. 43, Re.Su. No. - 6 in comprised in L.R. Dag Nos. - 2857, 2858, 2849, 2850 and 2839, under L.R. Khatian Nos. 9255, 9256, 9257, 9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9267, 9268 and 9269, Police Station - Madhyamgram (Previously Barasat), within the jurisdiction of Additional District Sub Registrar Barasat, and within the local limits of Madhyamgram Municipality, vide Municipal Premises No. 145/7 Nazrul Islam Sarani, under Ward No. - 5 (formerly under Ward No. - 10), District North 24 Parganas, (hereinafter for the sake of brevity called and referred to as the "Larger Premises") by dint of execution of 15 (fifteen) nos. of Sale Deeds as detailed hereinunder :-

- (i) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2737 to 2759 being Deed No. 11916 for the year 2011,
- (ii) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2714 to 2736 being Deed No. 11915 for the year 2011,
- (iii) Deed of Conveyance, dated 06.11.2011, since deceased registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2806 to 2828 being Deed No. 11919 for the year 2011,

- (iv) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2875 to 2897 being Deed No. 11922 for the year 2011,
- (v) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2783 to 2805 being Deed No. 11918 for the year 2011,
- (vi) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2898 to 2920 being Deed No. 11923 for the year 2011,
- (vii) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2691 to 2713 being Deed No. 11914 for the year 2011,
- (viii) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2990 to 3012 being Deed No. 11927 for the year 2011,
- (ix) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 3013 to 3035 being Deed No. 11928 for the year 2011,
- (x) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2944 to 2966 being Deed No. 11925 for the year 2011,
- (xi) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2829 to 2851 being Deed No. 11920 for the year 2011,

- (xii) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2760 to 2782 being Deed No. 11917 for the year 2011,
- (xiii) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2921 to 2943 being Deed No. 11924 for the year 2011,
- (xiv) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2967 to 2989 being Deed No. 11926 for the year 2011,
- (xv) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2852 to 2874 being Deed No. 11921 for the year 2011,

The Owners and the Promoter have entered into an unregistered development agreement dated 3rd June, 2013, under certain terms and conditions inter alia with respect to the "Largar Premises".

- B. That the Owners herein duly amalgamated the abovesaid several land into a single holding and the said amalgamated land is earmarked for the purpose of building a residential complex comprising in seven blocks having provisions for car parking spaces and other civic amenities on the ground floor and self contained residential units on the upper floors and the said project is known as "**Spotlight Rainbow**".

Provided that where the land is earmarked for any institutional development the same shall be used for those purpose only any no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

That the Promoter has duly completed Block nos. 3,5,6 & 7 out of the total seven nos of Blocks of the entire project and duly obtained occupancy certificate of the said four nos of Blocks from the competent authority of Madhyamgram Municipality pursuant to Building Permit No. - 1790 dated 23.03.2017 on 04.03.2018. That the said building plan was again revised on 01.10.2019 vide Plan No. COM-108/MM/2019-2020. Hence the upcoming Blocks vide Block Nos. 1, 2 & 4 are coming under the purview of West Bengal Housing Industry Regulation Act, 2017.

- C. The West Bengal Housing Industry Regulation Act, 2017 (being the competent authority) has granted the commencement certificate to develop the project vide approval dated, bearing registration no.
- D. The Promoter has designed the final layout plan, sanctioned plan, specifications and approvals for the project and also for the apartment or building as the case may be from Madhyamgram Municipality being the competent authority for developing the residential complex vide sanction serial no. 1380/MM/2012-2013, dated 08.11.2013 and thereafter the said sanctioned plan was duly amended and forwarded before the competent authority of Madhyamgram Municipality duly revised vide Serial no. 1790/MM/2013-2014 dated 24.03.2014. Again Revised Sanctioned Building Plan vide Plan No.COM-108/MM/2019-2020 on 01.10.2019. The Promoter agrees and undertakes that it shall not make any change to these approved plans except in strict compliance with section-14 of the Act and other laws as applicable.

- E. That by virtue of a Joint Development Agreement dated 17.01.2020 the said Bharti Gupta & fourteen Others collectively the **Landowners** therein of the One Part have duly deputed the said **Spotlight Finance and Consultancy Pvt. Ltd.** the Developer therein of the Other Part in respect of development of the remaining blocks i.e. Block No. 1, 2 & 4 at Premises No. 145/7, Nazrul Islam Sarani, P.S. - Madhyamgram, Kolkata - 700129 under certain terms & conditions interalia and the said Joint Development Agreement was registered before Additional District Sub Registrar - Barasat and the same was copied in Book No. I, Volume No. 1503-2020, Pages Nos. 17144 to 17283, being Deed No. 150300291 for the year 2020 (the said registered Joint Development Agreement).
- F. Pursuant to the said Joint Development Agreement one Development Power of Attorney was also executed on 13.02.2020 whereby and wherein the said Bharti Gupta & thirteen others (excluding Spotlight Finance and Consultancy Pvt. Ltd.) collectively the Principals/Grantors therein duly nominated constituted and appointed the said Spotlight Finance and Consultancy Pvt. Ltd. as their true and lawful attorney whereby and wherein the said Bharti Gupta & thirteen others duly appointed the said Spotlight Finance and Consultancy Pvt. Ltd. as their true and lawful attorney whereby and wherein the said Spotlight Finance and Consultancy Pvt. Ltd. is empowered to enter into Agreement for Sale and also to execute Deed of Conveyance in respect of the upcoming three blocks being Block Nos. 1, 2 & 4 and the same was registered before Additional District Sub Registrar - Barasat, copied in Book No. I, Volume No. 1503-2020, Pages Nos. 39934 to 40050, being Deed No. 150300815 for the year 2020 (the said Development Power of Attorney).

- G. The Promoter has registered the project under the provisions of the Act, with the West Bengal Housing Industry Regulatory Authority at West Bengal on under registration no.
- H. The allottee/s had applied for an apartment in the project vide application no. dated and has/have been provisionally allotted apartment no. having carpet area of Sq.ft., in floor No. Block No. at Spotlight Rainbow alongwith common covered parking no. admeasuring an area of Sq.ft. on the ground floor of Block as permissible under the applicable Law and of prorata share in the common areas as defined under clause (M) of Section - 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule - A).
- I. The Owners as well as the Promoter herein are desirous to sell and the Purchaser/s herein is/are desirous to purchase all that dwelling flats/units/ apartment vide Flat/Unit/Apartment No. on Floor, Block No. admeasuring an area of (.....) Sq.ft. Carpet Area, and (.....) Sq.ft. Balcony Area, if the measurement of the flat is converted to Super Built Up Area (SBUA) the said flat/unit/apartment is (.....) Sq.ft. alongwith right to park one meadium size fourseater car at Common Covered Space No. categorically mentioned under Schedule B hereinafter appearing within the residential complex named and styled as "Spotlight Rainbow" lying and situate at Municipal Premises No. 145/7 Nazrul Islam Sarani, under Ward No. 5 (formerly under Ward No. 10), in Mouza - Udayrajpur, J.L No. 43, Re.Su. No. 6 comprised in L.R Plot Dag Nos. 2857, 2858, 2849, 2850 and 2839 in L.R Khatian Nos. 9255, 9256, 9257,

9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9267, 9268 and 9269, Police Station - Madhyamgram (formerly Barasat), within the jurisdiction of Additional District Sub Registrar - Barasat, under Ward No. 5 (formerly under Ward No. 10) of Madhyamgram Municipality, Kolkata - 700 129, within the jurisdiction of Additional District SUB Registrar Barasat, District North 24 Parganas, at and for a total consideration price of Rs. /- (Rupees) only {out of which Rs. /- (Rupees) only for the said residential flat/unit/apartment and Rs. /- (Rupees) only for the said four wheeler car parking space} free from all encumbrances whatsoever under the following terms and conditions hereinunder appearing and the parties herein have entered into an apartment allotment agreement dated under certain terms and conditions interalia.

Now this indenture witnesseth as follows: -

1. In pursuance of the aforesaid negotiation/agreement and in consideration of the said sum of Rs. /- (Rupees) only for the said flat/unit/apartment no. on floor and Rs. /- (Rupees) only for right to park one four seater medium size car on the ground floor at common covered car parking space no. thus at the aggregated price of Rs. /- (Rupees) only paid before the execution hereof by the Purchaser/s to the Promoter herein (the receipt whereof the Promoter doth hereby accept and acknowledge and on and from payment of the said sum forever release, acquit, exonerate and discharge the Purchaser/s and

the said flat together with undivided proportionate impartible share of land underneath the said block along with proportionate interest in the common areas and facilities, hereby intended to be sold and transferred), the Owners and the Promoter hereby grant, convey, transferred, assign and assure unto and to the use of the Purchaser/s all that flat/unit/apartment no. on floor, Block No., measuring (.....) Sq.ft. Carpet Area (.....) Sq.ft. Balcony Area, if converted to SBUA the area of the flat/unit/apartment is (.....) Sq.ft. morefully and particularly dealt in under Second Schedule hereinunder appearing and hereinafter for the sake of brevity called and referred to as the "sold property" and TO HOLD the same unto the Purchaser/s Absolute and forever, free from all encumbrances, trust, liens, lispendens, attachments and others stipulations and provisions in with the beneficial use and enjoyment of the said flat/unit/apartment belonging to and held by the Purchaser/s together with common facilities and amenities as set out in the Fifth Schedule written but Subject to the restrictions contained in Schedule 'F' hereinunder appearing.

2. That the devolution of title/flow of title of the immovable property has been clearly framed and written hereinabove.
3. The Owners and the Promoter doth hereby declare that they have good right, full power, absolute authority and indefeasibly title to grant, convey, transfer, assign and assure the said impartible, undivided, proportionate share or interest in the land comprised in the said premises hereby granted, conveyed, transferred, assigned and assured unto the Purchaser/s in the manner aforesaid.

- A. It shall be lawful for the Purchaser/s from time to time and at all times hereinafter to enter into and hold and enjoy the said flat comprised in the said premises and to receive the issues and profits thereof without any interruptions hindrance claim or demand or disturbances whatsoever or by the promoter or any person or persons claiming under or in trust for them.
- B. The Promoter shall from time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s shall acknowledge and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for better or more perfectly assuring the said impartible, undivided proportionate share or interest in the land comprised in the said premises unto the Purchaser/s in the manner aforesaid as they reasonably require.
- C. The Promoter shall unless prevented by fire or some other inhabitable accident from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchaser/s produce or cause to be produce to the Purchaser/s their attorney on any trial, commission or examination or otherwise as occasion shall require all or any of the deeds documents or writings also shall at the like request and cost deliver to the Purchaser/s such attested or other copies or extracts of and from the said deeds and writings safe, unobliterated and uncancelled.
- D. The premises whereon the undivided proportionate share is comprised is not affected by the provisions of the Urban Land (Ceiling and Regulations) Act, 1976 and that the same is not affected/ attached by the provisions of the Income Tax Act, 1961.

- E. The said residential complex consisting of seven nos. of blocks out of which four nos. of blocks namely 3, 5, 6 & 7 have been made completed and made habitable in all respect and occupancy certificate of the same from the competent authority of Madhyamgram Municipality has been duly obtained pursuant to Building Permit No. 1790, dated 23.03.2017 on 04.03.2018 and the remaining three blocks namely 1, 2 & 4 are coming under the purview of WBHIRA, 2017. Pertinent to mention that the complex namely Spotlight Rainbow is consisting of all the said seven nos. of blocks.

Schedule - A above Referred to:

(Land Premises)

Premises: All That piece and parcel of Bastu (for Housing Complex) land hereditaments admeasuring an area of 179.821 (one hundred and seventy nine point eight two one) Decimals which is equivalent to 108.98 (one hundred and eight point nine eight) Cuttahs be the same a little more or less in Mouza Udayrajpur, J.L. No. 43, Re. Su. No. 6 in L.R. Plot Dag Nos. 2857, 2858, 2849, 2850 and 2839 in L.R. Khatian Nos. 9255 to 9269, Police Station - Madhyamgram (formerly Barasat), within the jurisdiction of Additional District Sub Registrar Barasat, and within the local limits of Madhyamgram Municipality vide Municipal Premises No. 145/7 Nazrul Islam Sarani, under Ward No. 05 (formerly 10), District North 24 Parganas.

(Building/Buildings)

All that 7 (seven) buildings under Block - 1 consisting 47 (forty seven) nos. of units, Block - 2 consisting 24 (twenty four) nos. of units, Block - 3 consisting of 24 (twenty four) nos. of units, Block - 4 consisting of 24 (twenty four) nos. of units, Block - 5 consisting of 24 (twenty four) nos. of units, Block - 6 consisting of 33 (thirty three) nos. of units and Block - 7 consisting of 33 (thirty three) nos of units combindly named and styled as Spotlight Rainbow, having provision for Car Parking Spaces on the Ground Floor being constructed on a plot of land measuring of 179.821 (one hundred and seventy nine point eight two one) Decimals which is equivalent to 108.98 (one hundred and eight point nine eight) Cuttaha comprised in Mouza Udayrajpur, J.L. No. 43, Re. Su. No. 6 in L.R. Plot Dag Nos. 2857, 2858, 2849, 2850 and 2839 in L.R. Khatian Nos. 9255, 9256, 9257, 9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9267, 9268 and 9269, Police Station - Barasat, within the jurisdiction of Additional District Sub Registrar Barasat, and within the local limits of Madhyamgram Municipality vide Municipal Premises No. 145/7 Nazrul Islam Sarani, Ward No. 5, (formerly Ward No. - 10) District North 24 Parganas, morefully and particularly mentioned under Schedule - A hereinbefore.

(Completed Blocks of which the occupancy certificate has been already obtained, hence are not coming under the purview of WBHIRA): -

All that four Blocks, being Block No. 3 (consisting of 24 nos. of units), Block No. - 5 (consisting of 24 Nos. of units), Block No. - 6 (consisting of 33 (thirty three) nos. of units) and Block No. 7 (consisting of 33 (thirty three)

nos. of units) along with car parking spaces on the ground floor of the said Blocks together with undivided, proportionate, impartible share of land measuring 179.821 (one hundred seventy nine point eight two one) decimal which is equivalent to 108.98 (one hundred eight point nine eight) Cuttah comprised in Mouza - Udayrajpur, J.L No. - 43, Re.Su. No. - 6, in L.R Dag Nos. 2857, 2858, 2849, 2850 & 2839 in L.R Khatian Nos. 9255, 9256, 9257, 9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9267, 9268 & 9269, Police Station - Madhyamgram (formerly Barasat), within the jurisdiction of Additional District Sub Registrar - Barasat and within the local limits of Madhyamgram Municipality vide Municipal Premises No. 145/7, Nazrul Islam Sarani, under Ward No. - 5 (formerly under Ward No. - 10), District - North 24 Parganas.

Schedule – B above Referred to:

(Detailed description of the Sold Property)

All thatBHK dwelling Flat/Unit/Apartment No. on Floor, Block measuring an area of (.....) Sq.ft. Carpet Area alongwith right to park one four seater medium size car on the ground floor, vide Car Parking Space No., together with undivided proportionate impartible and indivisible share and/or interest in the land morefully and particularly described in the Schedule 'A' referred to hereinabove consists of (.....) Bed Rooms, (.....) Toilets(.....), W.C.(.....) Dining Cum Living Space alongwith (.....) Open Kitchen and (.....) Balcony, together with common facilities and amenities as

mentioned under Schedule - "D" hereunder appearing. That the said residential flat/unit/apartment being Flat No. on Floor in Block, is butted and bounded as follows:-

On the North by :

On the South by :

On the East by :

On the West by :

shown in the annexed floor plan verged in border RED and the said floor plan shall be treated as part and parcel of these presents.

Schedule – C above Referred to:

(Share of Common Portions)

Part - I

1. Areas:

- i) Ultimate/top roof above the top floor of the Block. (user right only)
- ii) Open and/or covered paths and passages of the said Block.
- iii) Stair headroom, lift machine room and lift well of the said Block.
- iv) All walls (save inside wall any flat or units) and main gates of the said Block.

2. Water and Plumbing:

- i) Water Reservoir of the said Block.
- ii) Water Tank of the said Block.
- iii) Water pipe (save those inside any flat and/or units).

3. Electrical Installations:

- i) Wiring and accessories for lighting of said Block Common Portions.
- ii) Electrical Installations relating to the meter for receiving electricity from the Electricity Supply Agency.
- iii) Pump, motor, lift and lift machinery of the said Block.

4. Drains:

- i) Drains, sewerage and pipes of the said Block.

Part - II

(Complex Common Portions)

All common portions as are common between the co-owners of both the blocks contained in the complex:

1. Area:

- i) Open and/or common paths and passages inside the complex and outside any block contained in the complex.
- ii) Boundary walls and main gates of the complex.
- iii) Space for air-conditioned community hall.
- iv) Landscaped compound area.
- v) Well designed and decorated lobby finished with marble and granite and/or stone/tiles finish.
- vi) Well decorated common roof.
- vii) Wide drive ways.

2. Water and Plumbing:

- i) Water pipes - same those inside any block.
- ii) Deep tubewell or water of Madhyamgram Municipality.

3. Electrical Installations:

- i) Wiring and accessories for lighting of common portion of the complex.
- ii) Pumps and motors reserved for use for common portion of the complex.
- iii) Common generator facilities for common service areas.(At extra costs)
- iv) Light arrangements at the main gates and passages of the complex.

4. Drains:

Drains, sewers, septic tanks and pipes of the complex.

5. Others:

Other areas and installation and/or equipments as are provided in the complex at extra cost for common use and enjoyment of all the co-owners of all the blocks in the complex such as intercom facilities (from flats to security rooms and vice versa) and 24 hours security service manned by trained guards round the clock.

Schedule – D above Referred to:**Part – I**

(Specification of Construction of units/flats/apartments)

1. Foundation:

- Reinforced concrete Cement Structure.

2. Wall Finish:

- Interior: Conventional brickwork with Plaster of Paris.
- Exterior: Weather Coat Paint.

3. Flooring:

- Living/Dining: Vetrified Tiles.
- Rooms: Vetrified Tiles.
- Bathrooms and Kitchen: Ceramic tiles.
- Stairs and Lobby: Vetrified tiles.

4. Doors:

- Wooden frame with flush door.
- Toilets - PVC frames with PVC doors.

5. Windows:

- Aluminum Sliding Window.
- M.S. Grill.

6. Kitchen:

- Counter with Granite Top.
- Glazed tiles upto 2' (two feet) above the counter.
- Stainless Sink.

7. Toilet: 47

- Concealed Pipeline.
- Hot and Cold water line in one toilet.
- Glazed tiles upto door height.
- C.P. Bath and Sanitary Fittings of Cera or Parryware or reputed make.

8. Electricals:

- Concealed copper wiring with Modular Switches.
- T.V. and Telephone Point in Living Room.
- AC point in one Bedroom.

9. Entrance Lobby:

- Vetrified tiles.
- Overhead illumination in common area and staircases.
- Lift.

10. Others:

(Available to the Buyers/Purchasers only after completion of all the seven nos. of Blocks).

- 60% Open Space.
- AC community Hall with Landscaped Lawn.
- AC Gymnasium.
- Indoor Games Room.
- Splash Pool for Kids.
- Badminton Court.
- Children Play Ground.
- Landscaped gardens.
- 24 Hrs.High Security
- Elevators.
- Car Parking.
- Generator.

Part - II

(Common facilities and amenities for common users of all the flat owners)

1. Community Hall.
2. Landscaped compound area with paved pathways within the complex.
3. Open to sky top roof of the block.
4. Well designed lobby finished with marble and granite and/or Stone/ Tiles finish.
5. Generator facilities for common service i.e. lifts, pumps, common lighting.
6. One lift in each block.
7. Adequate car parking spaces on ground floor/open demarcated space at extra cost.
8. 24 hours water supply either through deep tubewell or through Madhyamgram Municipality.
9. Security Measures:-
24 hours security manned by trained guards round the clock.

Schedule – E above Referred to:

{Common Expenses to be shared by the flat/unit/apartment owners on the basis of allotted square feet (Standard Area)}

1. Association/Common Maintenance Body (CMB) :

Establishment and all other capital and operational expenses of the Association/Common Maintenance Body (CMB).

2. Common Utilities :

All charges and deposits for supply, operation and maintenance of common utilities.

3. Electricity :

All charges for the electricity consumed for the operation of the common maintenance, equipments and common lighting.

4. Litigation :

All litigation expenses to be incurred for the common purposes relating to common use and enjoyment of the said complex.

5. Maintenance :

All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, redecorating, re-building, reconstructing, lighting and renovating the common areas, including interior and exterior designs of the entire complex.

6. Operational :

All expenses for running and operating all machinery equipments and installations including lifts, generator/s, pumps, motors and/or other devices and/or installations installed in the complex including payment of their fees, taxes, licenses, renewals etc.

7. Rates and Taxes :

Municipal/Panchayat tax, sur-charge, multistoried complex tax, water tax and other levies in respect of the complex as the case be, save those separately assessed by the competent authority of Madhyamgram Municipality.

The salaries of and all other expenses of the staff to be deployed for the common purpose such as manager, caretaker, clerk, security persons, electricians, plumbers, sweepers etc. as per requirements including the amount payable for bonus to such staff and/or other benefits offered to them and the expenses for the same, if any.

Schedule - F above Referred to:

(Covenants regarding management and maintenance of the common portions and the common expenses)

1. Title and Construction:

1.1. The Purchaser/s has/have examined the copy of the plans the title of the Owner to the said plots and building agreement and the common portions and the facilities fittings and fixtures as have been provided in the building/buildings including the said unit and have duly satisfied himself/herself/themselves with regard thereto and the nature scope and extent of the benefits, rights and interest provided to the Purchaser/s.

2. Transfer and Dismemberment :

- 2.1. The properties and the rights hereby conveyed to the Purchaser/s for each unit shall be one and shall not be partitioned or dismembered in any manner save with the consent of the Promoter.
- 2.2. The Purchaser/s shall be entitled to let out or part with possession of the said unit only after giving information in writing to the proposed Flat Owners' Association/Common Maintenance Body disclosing the full particulars of occupant and rent and all other charges and benefits receivable by the Purchaser/s to the extent necessary for assessment of the liability for municipal and other rates, taxes and impositions it being clarified that in case of sale only three days prior intimation will be necessary of its intention to transfer alongwith the name of the Transferee and the Purchaser/s will not be required to disclose the consideration or other terms of such transfer.
- 2.3. Notwithstanding the aforesaid no transfer shall be effected to any sort whatsoever by the Purchaser/s until such time the Purchaser/s pay and discharge all his/her/their debts and liabilities to the Flat Owners' Association/Common Maintenance Body.
- 2.4. Mutation, taxes and impositions :

The Purchaser/s shall apply for and have the said unit separately assessed for the purpose of assessment of municipal/panchayat rates and taxes if any in so far as the same are allowable in law and shall also apply for and obtain mutation in his/her/their name/s as Purchaser/s and/or Co-owner in the relevant municipal and other records.

3. Upon the mutation of the said unit for the purpose of liability of Municipal rates taxes and impositions the Purchaser/s shall pay wholly such tax of or impositions in respect of the said Unit.
 - 3.1. Besides the amount of such municipal taxes, rates and impositions the Purchaser/s shall bear and pay all other taxes and impositions including multistoried building tax if any water tax etc. in respect of the building/s proportionately and/or the said unit wholly.
 - 3.2. Besides the amount of all such taxes and impositions the Purchaser/s shall also be liable to pay the penalty interest costs charges and expenses for and in respect of all or any of such taxes and/or impositions proportionately or wholly as the case may be.
 - 3.3. The liability of payment by the Purchaser/s of all such taxes and outgoings (including penalties charges costs and expenses) in respect of the said unit will accrue with effect from the 15th day of serving of notice of completion of the said unit in habitable condition by the Owner or to the Purchaser/s irrespective of when the Purchaser/s take physical possession of the said unit.
 - 3.4. Management and maintenance of the common portions.
 - 3.5. Upon the Purchaser/s fulfilling his/her/their obligation and covenant hereunder the Promoter shall manage, maintain and control the common parts and do all acts deeds and things as be necessary or expedient for the common purposes and the Purchaser/s shall cooperate the Promoter therefor and shall pay the Promoter a sum as presently payable per month of the area of the said unit towards the common expenses subject to actual costs, till formation of Flat Owners' Association/Common Maintenance Body.

4. The Promoter may frame such rules, regulations and bye laws from time to time for the common purposes and for quiet and peaceful enjoyment of the residential building as the Promoter as will be required to be made in the building and/or buildings of any part thereof by the Government or Madhyamgram Municipality or their statutory body or otherwise and similarly pay all betterment fees and other similar levies and all other fees with regard to the building and/or user thereof including the charge of user, if any, as may arise accrue or be demanded at any time after possession of the said unit be delivered or be deemed to be delivered to the Purchaser/s by the Promoter.
5. User of the said unit and common portions. The Purchaser/s shall do the following :
 - 5.1. Keep at his/her/their own costs and expenses the said unit and every part thereof and all fixtures and fittings therein properly painted and in good repairs and in a neat and clean condition and as a decent and respectable residential unit.
 - 5.2. Use the said unit and all the common portions carefully peaceably and quietly and in the manner reasonably indicated herein according to the rules that may separately be framed by the Promoter for the user thereof.
 - 5.3. Use all paths passage and staircase (save those reserved hereunder by the Promoter) if any for the purpose of egress and ingress and for no other purposes whatsoever.

- 5.4. Use the said unit for residential purpose and for no other purposes whatsoever unless otherwise expressly mentioned herein or permitted in writing by the Promoter.

- 5.5. While using the said unit or any portion thereof or the common portions or otherwise the Purchaser/s shall not do any of the following acts deeds and things :-
 - a) Obstruct the CMB in its acts relating to the common purposes.

 - b) Violate any of the rules or regulations as laid down herein or that may separately be framed in respect of user of the said complex.

 - c) Injure harm or damage the common portions or any other units in the building by making any alterations or withdrawing any support or otherwise.

 - d) Throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refusees within the said unit or in the common portions save at the places indicated therefor.

 - e) Place or cause to be placed any article or object in the common portions save as be permitted by the Promoter in writing.

- f) Carry or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in the said unit or any where also in the building/buildings.
- g) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the building/buildings.
- h) Put or affix any sign board name plate or other things or other similar articles in any of the common portions or outside walls of the building save at the place as expressly permitted by the Promoter.
- i) Keep or store allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous articles in the said unit or the common portions.
- j) Keep or allow to keep any lunatic or person suffering from any virulent dangerous obnoxious or infectious disease in the said unit, if so at the sole responsibility of the Purchaser/s herein.
- k) Claim any right in or use any part on the building (other than the said unit) save for ingress and egress, to the said unit of men materials drain pipes and cables and in particular shall not claim any right on the terrace of the building or the open and/or covered spaces in the premises not transferred expressly to the Purchaser/s, not even the open top roof of the said building/buildings.

- l) Alter or draw any wires, cables, pipes etc. from and to or through any of the common parts or other units save in the manner as expressly mentioned herein or permitted by the Promoter or the CMB in writing.
- m) Keep any heavy articles or things as are likely to damage the floor or operate any machine save that be required for usual and quiet residential purposes.
- n) Sub divide the said unit, servant's quarter and/or parking space, if allotted, or any portion thereof.
- o) Not to do any act deed or thing to obstruct the construction and completion of the said building and/or buildings in any manner whatsoever and notwithstanding any temporary obstruction in the Purchasers' enjoyment of the said unit.
- p) Hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to effect or endanger or damage the structure/ construction of the buildings or any part thereof.
- q) Fix/install air-conditioners in the said flat, (save and except at the places) which has been provided in the said unit for such installation.
- r) Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or any other portion over or below the said unit or adjacent to the said unit or in any manner interfere with the use and rights and enjoyment thereof or of any open spaces, passages or amenities available for common use.

- s) Damage or demolish or cause to be damaged or demolished the said unit or any part thereof at any time or the fittings and fixtures affixed thereto.
- t) Close or permit the closing of varandah or lounges or balconies and lobbies and common parts and/or alter or permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls, or both faces of external doors and windows including grill of the said unit which in the opinion of the Promoter differs from the colour scheme of the building or deviationer which in the opinion of the company may affect the elevation in respect of the exterior walls of the building.
- u) Do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said unit or any part of the building or cause increased premium to be payable in respect thereof, if the building/s is/are insured.
- v) Make in the said unit any structural addition and/or alterations such as in beams, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing to the Promoter and also with the approval of Madhyamgram Municipality and/or any concerned authority.

- w) Fix or install any antenna on the roof or terrace of the said building or fix any window antenna excepting that the Purchaser/s shall be entitled to avail of the central antenna facilities (cable TV) to be provided by the Promoter to the Purchaser/s and also to other co-owners of units in the said premises/complex.

- x) Use the said unit or permit the same to be used for any purpose whatsoever other than residential user and shall not use for a purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building/s or to the owner and occupiers of the neighbouring premises or for any illegal or immoral purposes or as a boarding house, guest house, club house, nursing home, an amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial or industrial activity whatsoever and similarly shall not keep in the parking space, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any kutchra or pucca construction thereon or part thereof and shall keep it always open as before and dwelling or staying of any person or blocking by putting any article shall not be allowed in the car parking lots of any Wings.

- y) Use the allotted car parking space, if any, or permit the same to be used for any other purposes whatsoever other than parking of his/her/their own car/two wheeler.
 - z) Not to park his/her/their car on the pathways or open spaces of the building and/or buildings or at any other places except the space allotted to it and shall use the pathways as would be decided by the Promoter.
6. Payments and deposits towards taxes and impositions and the common expenses :-
- 6.1. The impositions and payments by the Purchaser/s in terms hereof including those mentioned in clause 3.2 hereinabove shall be made by the Purchaser/s within 7 (seven) days of the Promoter leaving its bill for the same in the said unit and/or at the above address of the Purchaser/s.
 - 6.2. All amount are to be deposited by the Purchaser/s in pursuance hereof and/or under the unit construction agreement shall be utilised only for the purpose for which the same has been made subject however to the other provisions hereof.
 - 6.3. GST- both central and state or any other taxes and impositions levied by the State Government, Central Government or any other authority or body from time to time, if any, shall be borne by the Purchaser/s herein.

7. Default in payment.

7.1. In case of default by the Purchaser/s in making any payment or deposit provided herein the Promoter shall be entitled to withhold all utilities and facilities to the Purchaser/s and/or the said unit till the time the Purchaser/s continue or remain in default as per the provisions of the said Act and the Promoter shall be entitled to demand and realise the amount in respect whereof such default has been committed.

7.2. The Purchaser/s shall not in any manner interfere with or obstruct the aforesaid right of the Promoter and shall not make any demand for losses or damages in connection therewith.

8. Miscellaneous :-

8.1. Any delay or indulgence by the Promoter in enforcing the terms of these presents or any forbearance or giving of time to the Purchaser/s shall not be construed as waiver of any breach or non compliance nor shall the same in any manner prejudice the rights of the Promoter.

8.2. It is clarified that whenever any amounts expressly payable by the Purchaser/s hereto the same shall wholly be payable by the Purchaser/s in the same relates only to the said unit and proportionately in case it relates to the building unless otherwise specifically mentioned herein.

9. All amounts becoming due and payable hereunder and the liabilities for the same shall be and remain a charge on the said unit.
- 9.1. All charges for the electricity consumed in the said unit shall be borne and paid by the Purchaser/s.
- 9.2. All payments towards municipal rates and taxes and maintenance charges and otherwise specifically mentioned herein are fixed on the basis of the estimated rates, costs, expenses and prices and shall be subject to proportionate escalation in case the said rates, costs, expenses and prices increases from time to time.
- 9.3. As between the Promoter of the One Part and the Purchaser/s of the Other Part, the parties shall indemnify and keep each other saved harmless and indemnified in respect of all losses damages claims demands costs proceedings and actions arising due to any non payment or other default in observance of the terms and conditions hereof by the other party, but provided only that the party claiming indemnification has not failed to discharge and fulfil its obligations hereunder.
- 9.4. The proportionate share of the Purchaser/s in various matters referred herein shall be such as may be determined by the Promoter and the Purchaser/s shall be bound to accept the same notwithstanding there being minor variations therein for the sake of convenience.

- 9.5. All notice to be served hereunder by either of the parties to the other shall be deemed to have been served on the seventh day of the date the same has been delivered for dispatch to the Postal Authorities by Registered Post with acknowledgement due at the last known address of the party to whom notice be served unless otherwise expressly mentioned herein.

..... **In Witness**

In witness whereof the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered by the above named **Land Owners, Promoter** and **Purchaser/s** at Kolkata in the presence of :

1.

2.

Signature of the Land Owners

Signature of Promoter

Signature of the Purchaser/s

This **Deed of Conveyance** is drafted and prepared at our office based on the informations supplied by the Promoter :

For Subir Kumar Seal & Associates

Advocates

Enrolment No. W.B.-F 588/487-'94

P-106, Bangur Avenue, Block-C,

Ground Floor, Manish Apartment,

Police Station - Lake Town,

Kolkata - 700 055.

Phone : 033-4601-3304.

Mobile : 91-98312-76735.

91-98304-76735.

E-mail -seal.associates@gmail.com

Received on and from the withinnamed **Purchaser/s** by the withinnamed **Promoter** the withinmentioned sum of **Rs.**/-
(Rupees) **only** as
 and by way of earnest money for sell of the Schedule - "B" property as
 per Memorandum of Consideration below :-

Memo of Consideration

<u>Sl. No.</u>	<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount (Rs.)</u>
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Total : _____

(Rupees) only.

Witnesses :

1.

2.

Signature of the Promoter