

THIS DEED OF CONVEYANCE made this _____ day of _____, 2019 BETWEEN
MOONLIFE HOUSING PVT. LTD., a company incorporated under the provisions
of the Companies Act, 1956 having its registered office at Block B, Second
Floor, 55, Canning Street, P.S. Bowbazar, P.O. Bowbazar, Kolkata 700001
having Incometax PAN No.AAICM4318A represented by its duly authorized
Director SRI SHALABH JALAN, son of _____, PAN No.

residing at

authorized vide its board resolution dated _____ hereinafter referred to as the PROMOTER (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns) of the FIRST PART;

AND

MR./MRS..... (PAN NO.....),
(AADHAR NO.....), son of/wife of
aged about years residing at
hereinafter called the ALLOTTEE (which expression shall unless repugnant to
the context or meaning thereof be deemed to mean and include his/her heir,
executor, administrator, successors in interest and permitted assigns) of the
SECOND PART;

The PROMOTER and the ALLOTTEE shall hereafter collectively be referred to as the parties and individual as a PARTY.

WHEREAS:

A) By a registered Bengali deed of conveyance dated 15.03.1924 one Jagannath Dubey and one Ram Swarup Lal jointly purchased the municipal Premises No.3, Mominpur Lane, Calcutta admeasuring 11 cottahs 3 chittacks 9 sq. ft. By another registered Bengali deed of conveyance dated 29.08.1924 the aforesaid persons again purchased the adjoining strip of land admeasuring 1 cottah 1 chittack 32 sq. ft. being portion of adjoining Premises No.3/1, Mominpur Lane, Calcutta.

B) The aforesaid two plots purchased by the said Jagannath Dubey and Ram Swarup Lal were amalgamated in the municipal records as 3/1, Mominpur Lane admeasuring 12 cottahs 4 chittacks 41 sq. ft. which premises was renumbered as 10, Branufeld Row, Calcutta admeasuring land area of 12 cottahs 6 chittacks as was found upon physical measurement and such area as accepted as correct by the then Calcutta Corporation and recorded.

C) By a registered Deed of conveyance dated 21.08.1941 registered with the D.S.R., Alipore in Book No.I, Volume No.88, Pages 43 to 50, being No.3223 for the year 1941 the said Jagannath Dubey and the said Ram Swarup Lal sold the said premises No.3/1, Mominpur Lane, Calcutta for valuable consideration to Satya Kishore Banerjee, Satyabrata Banerjee and Satya Saran Banerjee, all sons of Satya Shanti Banerjee who jointly purchased the same in undivided $1/3^{\text{rd}}$ share each.

D) By a registered Indenture of Sale dated 18.04.1962 registered with Sub Registration Office, Alipore in Book No.I, Volume No.48, Pages 138 to 147, being No.3281 for the year 1962 the Vendor abovenamed namely Universal

Drug House (P) Ltd., purchased from the said Satya Kishore Banerjee, Satyabrata Banerjee and Satya Saran Banerjee for valuable consideration All That the land, messurage, hereditaments together with brick built building thereon containing an area of 12 cottahs 6 chittacks situate, lying at and being Premises No.10, Braunfeld Row, Kolkata, formerly known as 3/1, Mominpur Lane, P.S. Ekbalpore Kolkata 700027.

E) The said Universal Drug House (P) Ltd thereafter by a registered deed of conveyance dated 17.11.2014 registered with Additional Registrar of Assurances-I, Kolkata in Book No.I, being Deed No.10235 for the year 2014 sold, transferred and conveyed the said municipal Premises No.10, Braunfeld Lane, Kolkata 700027 admeasuring area of 12 cottahs 6 chittacks together with brick built structures constructed thereon to the Promoter abovenamed namely to M/s. Moonlife Housing Pvt. Ltd.

F) The Promoter abovenamed who is also the absolute Owner of the said Premises No.10, Braunfeld Row thereafter got its name mutated in the municipal record vide Assessee No.11-078-03-0007-3 by deleting the name of Universal Drug House (P) Ltd. for the purpose of developing the said land and Premises.

G) The Promoter abovenamed who is also the Vendor in the present deed and absolute Owner of the land comprised in the said premises No.10, Braunfeld Row, Kolkata 700027 (herein referred to as the said Premises) thereafter got a Plan sanctioned by the Kolkata Municipal Corporation for constructing a multi storied building thereon being Building Permit

No.2017090050, Borough IX, dated 11.09.2017 and constructed the building as per Plan.

H) It is recorded that during the pendency of the construction the statutory regulation namely West Bengal Housing Industry Regulation Act, 2017 came into vogue requiring the Promoters of the multi storied buildings to register themselves under the said Act and the Promoter has duly got itself registered under the said Act vide Registration No. _____ dated _____ under the said HIRA Act, 2017.

I) The Purchasers abovenamed approached the Promoter to purchase one residential flat or apartment at the said project initiated by the Promoter at 10, Braunfeld Row, Kolkata 700027 together with one covered car parking space and the Purchasers have selected all that the Flat No. _____ at the _____ Floor of the new building namely MOONLIFE RESIDENCY constructed at the said Premises which was then under construction and pursuant thereto an Agreement for Sale was executed by and between the Promoter and the Purchasers dated _____

_____ which was also registered with the Registrar of Assurances I, Kolkata in Book No. _____ Volume No. _____ for the year 2019 and thus the Promoter became entitled to collect the various consideration and other amounts from the Purchasers.

J) The Promoter has informed the Purchasers at the time of executing the Agreement that the Promoter is intending to have the then sanctioned Plan further extended and/or modified for construction of one or more upper floors or stories and for carrying out other alterations and extensions to which the

Purchasers had agreed separately by giving his their consent and also by executing Power of Attorney in favour of the Director of the Promoter.

K) The Promoter who is also the Owner of the said Premises has collected the entire consideration and other various dues and payables by the Purchasers and upon the Purchasers having made the full payment the Purchasers have requested the Promoter to execute and register a deed of conveyance which is being hereby done.

L) On or before the execution of the present deed of conveyance it is recorded as follows:-

a) that the Purchasers have seen and examined the sanctioned Plan and have no objection to the further modifications, extension and construction of the upper stories as envisaged by the Promoter.

b) that the Purchaser have fully examined and seen the title of the Promoter and are fully satisfied the same.

c) that the Purchasers have examined the layout of the Flat, location of car parking, the carpet area, super built area etc. of the Flat and are fully satisfied with the same.

d) the Purchasers have seen and examined the various amenities and facilities provided and have no grievance whatsoever.

e) the Purchasers have also examined the various terms, condition, covenants and restrictions and House Rules as contained herein and have no objection whatsoever.

M) Under this Conveyance certain expressions shall have the meanings assigned to them as mentioned in the First Schedule hereunder written unless contrary to the context.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. THAT in consideration of the said Sale Agreement and in further consideration of a sum of Rs. (Rupees) only well and truly paid by the Purchasers to the Promoter at or before execution of these presents (the receipt whereof the Promoter doth hereby and also by receipt hereunder written admit and acknowledge to have been received) the Promoter also being the Owner/Vendor doth hereby sell transfer convey assure and assign unto and to the Purchaser ALL THAT the Flat No. admeasuring Sq. Ft. super built area on the Floor of the multi-storied Building known as "MOONLIFE RESIDENCY" as shown on the Plan of the said Floor and bordered RED thereon together with one covered car parking space at the ground floor of the said Building such Flat and car parking space described under the THIRD SCHEDULE hereunder written and constructed at the Municipal Premises No.10, Braunfeld Row, Kolkata 700027 TOGETHER WITH the undivided proportionate share in all common parts portions areas (except those specifically retained by the Promoter) (more fully and particularly mentioned and described in the FOURTH SCHEDULE hereunder written) FURTHER TOGETHER WITH the undivided proportionate share or interest in the land comprised in the said Premises described under the SECOND SCHEDULE hereto attributable thereto (hereinafter collectively referred to as

THE SAID FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO more fully and particularly mentioned and described in the THIRD SCHEDULE hereunder written) TOGETHER WITH the right to use the common areas installations and facilities in common with the other co-Purchaser and the Promoter and the other lawful occupants of the Building BUT EXCEPTING AND RESERVING such rights easements quasi-easements privileges reserved for any particular flat/units and/or the Promoter/Holding organization/and Facility Managers or respective agents appointed by them (more fully and particularly mentioned and described in the FIFTH SCHEDULE hereunder written) AND TOGETHER WITH all easements or quasi- easements and provisions in connection with the beneficial use and enjoyment of the Said Flat/Unit and the Properties Appurtenant Thereto (more fully and particularly mentioned and described in the SEVENTH SCHEDULE hereunder written) TO HAVE AND TO HOLD the said FLAT/UNIT AND THE PROPERTIES APPURTENANT THERETO hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchasers SUBJECT TO due performance of and compliance with the Restrictions/House Rules (more fully and particularly mentioned and described in the SIXTH SCHEDULE hereunder written) and also subject to Purchasers making payment of the maintenance charges / common expenses and other charges payable in respect of the Said Flat/Unit and the Properties Appurtenant Thereto (such Maintenance charges/common expenses more fully and particularly mentioned and described in the EIGHTTH SCHEDULE hereunder written) to the Promoter or

its agents and or facility manager appointed by them and to the Holding Organization and / or their respective agents upon the maintenance being handed over by the Promoter to the Holding Organization and/or to the Association of the Flat Holders upon the same being constituted as per law.

2. AND THE PROMOTER HEREBY COVENANTS WITH THE PURCHASERS as follows:-

a) THAT notwithstanding any act deed matter or thing whatsoever by the Promoter done or executed or knowingly suffered to the contrary the Promoter is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Flat/Unit and Properties Appurtenant Thereto as described under the Third Schedule hereto and hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Promoter as the Owner now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Flat/Unit and the Properties Appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchasers in the manner as aforesaid.

c) THAT the Said Flat/Unit and Properties Appurtenant Thereto hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lispens debuttar or

trusts made or suffered by the Promoter or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Promoter.

d) THAT the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat/Unit and Properties Appurtenant Thereto hereby receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

e) THAT the Purchasers shall be freed cleared and absolutely discharged saved harmless against all estates charges encumbrances liens attachments lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Promoter or any person or persons having or lawfully or equitably claiming as aforesaid.

f) AND FURTHER THAT the Promoter and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat/Unit and Properties Appurtenant Thereto hereby or any part thereof through under or in trust for the Promoter shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Unit and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonably required.

g) THAT the Promoter has not at any time done or executed or knowingly suffered or been party to any act deed or thing save and except consent to any home-loan bank or financial institution for granting home loans to various flat Purchasers whereby and where under the Said Flat/Unit and Properties Appurtenant Thereto hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

3. AND THE PURCHASERS SHALL TO THE END AND THE INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT/UNIT HEREBY CONVEYED HEREBY COVENANT WITH THE PROMOTER as follows:

a) THAT the Purchasers and all other persons deriving title under these presents shall and will at all times hereafter shall observe the restrictions / House Rules regarding the user of the said Flat/Unit and also the obligations set forth in the SEVENTH SCHEDULE hereunder written.

b) THAT the Purchasers shall within six months from the date of execution of these presents at his/her their cost shall apply for obtaining mutation of their names as the owner and until the said Flat/Unit is not separately assessed the Purchasers shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the said building, as may be determined and fixed by the Promoter and upon formation

of the Holding Organization by such Holding Organization without raising any objection whatsoever.

c) THAT the Purchasers shall at all times from the date of possession as mentioned the letter of possession be liable to pay and regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, water tax, Urban Land Tax, if any, service tax and other levies impositions and maintenance and outgoings (hereinafter referred to as the RATES AND TAXES) which may from time to time be imposed or become payable in respect of the said Flat/Unit and Proportionately for the building as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchaser, the Purchaser shall be liable to make payment of the proportionate share of such Rates and Taxes to the Promoter.

4. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

a) THAT the Undivided share in land comprised in the Said Premises and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said Flat/Unit shall always remain impartible.

b) THE right of the Purchasers shall remain restricted to the said Flat/Unit and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the said Complex.

- c) The said Building Complex shall always be known as “MOONLIFE RESIDENCY”.
- d) The Purchasers on payment of Deposit to CESC directly can obtain the Meter and the Purchasers further agrees to regularly and punctually make payment of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to withhold payment of the same on any account whatsoever or howsoever on and for the date of presence of the flat/unit.
- e) As from the deemed date of possession as mentioned in the possession letter the Purchasers shall regularly and punctually make payable of the maintenance charges/common expenses (more fully described in the Eighth Schedule herein under stated) payable in respect of the said flat/unit and properties appurtenant thereto to the Promoter or the facility manager/ agents appointed by the Promoter and/or to the Holding organization upon the maintenance being handed over to them by the Promoter. Such charges shall be made applicable by the Promoter / Holding Organization / Facility Manager from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.
- f) The Purchasers acknowledge that regular and timely payment of the maintenance charges is a “must” and nonpayment thereof is likely to adversely affect the interest of the other owners and/or occupiers of the said Building and that nonpayment of such maintenance charges is likely to cause malicious loss and damage to the other owners and/or occupiers of the said building and

as such in the event of any default on the part of the Purchasers in making payment of such maintenance charges then and in that event without prejudice to any other right which the Promoter and upon formation of the Holding Organization, the Promoter and/or the Holding Organization as the case may be shall be entitled to and are hereby authorized :

- (i) to disconnect the supply of water ;
- (ii) to disconnect the supply of electricity;
- (iii) to prevent the use of lift;

AND the same shall not be restored till such time the amounts so remaining outstanding are paid with interest at the rate of 2% (two per cent) per month and the Purchasers hereby further waives the right for service of notice in the event of any default in nonpayment of such maintenance charges.

g) Upon sale and transfer of all the flats units apartments constructed spaces and car parking spaces, the Promoter along with the owners of the various flats units apartments constructed spaces and car parking spaces shall form a Holding Organization / Syndicate / Management Company / Society / Association (hereinafter referred to as the HOLDING ORGANIZATION) who shall be entitled to take over management of the common parts and portions and shall remain responsible for rendition of common services and the Purchasers hereby commit himself/herself/themselves/itself to become a member of such Holding Organization and to make payment of the maintenance charges to such Holding Organization regularly and punctually and shall also observe the rules and regulations which may be framed by such Holding Organization.

5. GENERAL

5.1 For the purpose of maintenance of the common parts and portions and for rendition of common services the Promoter / Holding Organization shall be entitled to appointment of a Facility Manager and the Purchasers hereby consent to appointment of a Facility Manager and in the event of such Facility Manager being appointed the Purchasers shall regularly and punctually make payment of the maintenance charges as more fully described in the Eighth Schedule hereunder written and other amounts including the proportionate share of the remuneration which may be required to be paid to such Facility Manager.

5.2 The Purchasers their licensees or his nominees will also hold, use and enjoy the said Unit and the properties appurtenant thereto strictly subject to the easements and rights reserved and/or granted as per the FIFTH and SIXTH SCHEDULES hereto.

5.3 The said Building and Premises shall always be known as “MOONLIFE RESIDENCY” comprising of building and infrastructure constructed at the said premises and the flat holders shall not be entitled to change the name at any time in future nor to segregate or divide the said Premises or the land comprised therein.

6. ENFORCEMENT OF THE COVENANTS

6.1 The Covenant regarding payment of maintenance charges / Common Expenses and regarding use of the Common Parts and Portions and observance of House rules as laid down in the SEVENTH SCHEDULE is for mutual benefit

of all Flat Holders and in the event of any default on the part of the Purchasers in making payments of the proportionate share of maintenance charges to the Promoter / Holding Organization or Facility Manager / Agent appointed by them then in that event the Promoter / Holding organization shall be entitled to disconnect the supply of electricity, discontinue the supply of water or prevent the use of lift or discontinue other facilities. It is hereby further agreed and declared by and between the Parties hereto that in as much as the covenant regarding payment of all common expenses and maintenance charges is for beneficial use of all the flat owners/Flat Holders, in the event of any default on the part of the Flat Holders in performing the obligations in terms of this Indenture the Promoter / Holding Organization shall be entitled to enforce the same.

7. RESERVATION & SUPERCESSION

7.1 This Deed supersedes all other writings, understandings, agreements, brochures and any other agreement between the parties hereto and the Purchasers agree not to rely on the same.

7.2 The right of the Purchasers shall remain restricted to the Said Flat/Unit and Common Areas and Portions and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the Said Premises. The Promoter shall be entitled to sell and transfer the said side open spaces by way of Open Car Parking/Two Wheeler Parking zones or areas including to any outside purchaser also.

7.3 It is clearly understood and envisaged that the Promoter shall always be entitled to use and utilize the side open spaces for any of its purposes including to create car parking and vehicle zones in the side open spaces and to sell the car parking areas and spaces independently and the Purchasers undertake not to make or raise any objection thereto.

7.4 The Promoter shall be entitled to deal with, dispose of use or transfer the unsold areas in such manner and together with such rights and privileges as may be desired by it at its sole discretion and the Purchaser or the Association shall not be entitled to object to the same.

7.5 The Purchasers covenant that the Purchasers and/ or Association shall not at any point of time object or oppose the use of the roof by the Promoter for installation, upkeep and/ or maintenance of antenna and/ or V-sat towers or hoardings and to maintain the same with or without electricity illumination, etc.

7.6 The Promoter shall be entitled to all future vertical/horizontal exploitation of the said building and/or the said premises by way of additional construction or adding another floor or floors or otherwise, subject to the permission and/or sanction of the municipal authorities to be obtained in due course and/or as may be regularized in due course.

7.7 The Purchasers shall have common rights along with the other flat/unit holders to the demarcated portion of the roof as will be demarcated by the Promoter which shall also accommodate the lift room, staircase housings and the overhead water tanks and the rest of the roof which shall be under the

exclusive ownership, control, use and possession of the Promoter or its transferees and/or assignees for use the same for any commercial purpose including for installation of antenna towers construction of undivided saleable roof gardens or pent houses etc. and all other additional structures constructed thereon.

7.8 The Promoter reserves the right to raise the further storey or storeys on the roof of the new building as may be sanctioned in future in which case the demarcated portion of the ultimate roof after such construction meant to be common will be demarcated as such in terms of this agreement and the Purchasers undertake not to make or raise any objection to such construction of the further storeys in any manner whatsoever.

7.9 The Purchasers hereby appoint the Promoter as the duly authorized Constituted Attorney of the Purchase for the purpose of revision, alteration, modification, extension, regularization of the sanctioned plan in connection with construction of further floor or floors upon the said Building and for all the allied purposes related thereto including in the matter of vertical or horizontal extension of the Building and premises including for the extension of facilities amenities and benefits to the same to such subsequently constructed floors or areas.

7.10 The Purchaser(s) as the Flat Holder hereby consents that notwithstanding anything to the contrary stated under the sale Agreement or under any law for the time being in force the Promoter shall be entitled to apply

for modification, alteration, extension and/or regularization of the sanctioned Plan and/or any construction added subsequently.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(DEFINITIONS)

i) In this Indenture words and expression used shall unless they be contrary and/or repugnant to the context have the following meanings.

1.1 COMMON AREAS shall mean all the common areas facilities amenities erections constructions and installations comprised in the premises and/or the building and expressed or intended by the Promoter at their absolute discretion for common use and enjoyment of the unit holders as specified under the Fourth Schedule hereunder written but shall not include the open car spaces or such spaces which are capable of being used for the parking of cars which the Promoter may use or permit to be used for parking cars and all other open and covered spaces at the said premises and the Promoter shall have the absolute right to deal with the same to which the Purchaser hereby consents.

1.2 COMMON EXPENSES shall include all expenses to be incurred by or on behalf of the Flat holders for the maintenance and upkeep of the building and the said premises and/or expenses for the common purposes as may be allocated by the Promoter and upon its formation by the Holding Organisation, including those specified under the EIGHTH SCHEDULE hereto.

1.3 COMMON PURPOSES shall mean and include the purposes of managing and maintaining the said premises and the building or the Premises and in particular the common areas, collections and disbursement of the common

expenses and dealing with the matters of common interest of the Flat holders and relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common areas in common.

1.4 HOLDING ORGANIZATION shall mean the service agency if any appointed by the Promoter for collecting recurring maintenance and service charges on proportionate basis and electricity charges on the basis of construction and to carry out the upkeep and maintenance including maintenance of the common areas of the said Building Complex and/or the Association of the flat Holders upon its formation.

1.5 LAND shall mean the land comprised in the said premises described under the Second Schedule hereto.

1.6 BUILDINGS shall mean the new Building to be known as “MOONLIFE RESIDENCY” which shall also include the further blocks or floors to be constructed or added at or in respect of the said Premises and other saleable areas, both open and covered and car parking spaces and also comprising of various utilities and service areas and common parts and portions to be developed and/or constructed by the Promoter at the said premises.

1.7 PLAN shall mean the plan sanctioned by the Kolkata Municipal Corporation pertaining to the said premises including any modification and/or alteration and/or revision and/or amendment and also any regularization thereof as aforesaid.

1.8 PROPORTIONATE OR PROPORTIONATELY shall mean the proportion or ratio which any particular built up area of any Flat or Unit bears to the total built up area with reference to the common parts, portions, service and maintenance area or facilities and benefits and the land comprised at the said premises.

1.9 RESTRICTIONS / HOUSE RULES & OTHER OBLIGATIONS shall mean and include those set out under the SEVENTH SCHEDULE hereunder which shall be observed and performed by the Purchaser and/or Flat Holders after possession as the Covenants running with the land.

1.10 SAID PREMISES shall mean All That the Premises No. 10, Braunfeld Row, Kolkata 700027 admeasuring 12 katthas 6 chittaks more or less situated within Ward No. 78, P.S. Ekbalpore, described under the SECOND SCHEDULE hereunder written.

1.11 SAID FLAT/UNIT shall mean ALL THAT the Unit No..... admeasuring Sq. Ft. carpet area and sq. ft. (super built up Area) (be the same a little more or less) on the floor of the Building at the said premises, more specifically described under the Third Schedule hereunder written and it is expressly agreed by and between the parties hereto that the determination of the super built up is conclusive and binding on the Purchaser

1.12 CARPET AREA with reference to any Flat or Unit shall mean the living area devoid of the thickness of walls and also excluding any area open to the sky.

1.13 SUPER BUILT UP AREA shall mean the built up area of any unit together with thickness of the outer walls provided that in case of the wall being shared with any adjacent unit 50% thereof further together with proportionate undivided share of the area comprised in all the common areas parts and portions and it is expressly agreed by and between the parties hereto that the determination of the super built up area of any unit by the architect shall be conclusive and binding on the parties.

1.14 PURCHASER shall mean and include his/her/each of their respective/its successors-in-interest and/or assigns.

1.15 FLAT/UNIT shall mean the part or portion of the Building as is capable of being held, used, occupied, possessed, transferred and/or enjoyed independently.

1.16 FLAT HOLDER shall mean any person or party entitled to use, enjoy, occupy, possess any unit or units for the time being with the incidents of transfer whether formal instrument or transfer has been executed and/or registered or not and includes the Purchaser(s).

1.17 MASCULINE shall include the Feminine and vice-versa;

7.18 SINGULAR shall include the Plural and vice-versa, as per the context.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Said Premises)

All That the premises No. 10, Braunfeld Row, 700 027, admeasuring 12 cottahs 6 chittacks of land more or less situated within Ward No.78, P.S. Ekbalpore,

together with multistoried building constructed thereon namely Moonlife Residency butted and bounded in the following, that is to say:-

ON THE NORTH : By 12, Braunfeld Row;

ON THE EAST : By 8 Braunfeld Row;

ON THE SOUTH : By Braunfeld Row;

ON THE WEST : By a common passage.

OR HOWSOEVER OTHERWISE THE SAME IS BUTTED BOUNDED KNOWN AND NUMBERED

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Said Flat)

All that the Flat No. admeasuring sq. ft. (super built up) (plan of floor annexed) having built up area of sq.ft. and having a carpet area (as per HIRA Act) of sq.ft. and balcony area of sq.ft. on the Floor of the building together with One Car Parking Space at ground floor on the said premises No. 10, Braunfeld Row, Kolkata-700027 (which premises is more specifically described under the First Schedule hereinabove written) TOGETHER WITH undivided proportionate share in the land and common areas.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

PART - I

(Common Areas)

1. The Foundation Columns Beams Supports Corridors Lobbies Stairs, Stairways Landings Entrances Exits and Pathways Ramp Driveways,

2. Lifts, Lift Pits, Lift Plant Installation, Lift Machine Room,
3. Common Passage and Lobby on Ground Floor excepting car parking area, if any,
4. Tubewell, if any,
5. Water Pump, Water Tank, Water Pipes and other common Plumbing Installation,
6. Transformer if any, Electric Wiring, Motor and Fittings,
7. Drainage and Sewers including Main Holes, Septic Tank etc.,
8. Pump House,
9. Fire System Water Tank,
10. Letter Boxes,
11. Boundary Walls and Main Gates,
12. Intercom Systems,
13. Portion of the roof comprising of overhead water reservoir and lift machine room,
14. Water Filtration Plant at an additional cost to be shared by all the Purchasers of the flats proportionately pro-rata,
15. Generator if any at an additional cost to be shared by all the Purchaser of the flats proportionately pro-rata.
16. Such other Common Parts Areas Equipments Installations Fixtures Fittings Covered and Open Space in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the Flats/units and as are specified but excluding the other open and/or covered

areas or space which can always be used or allowed to be used by the Promoter for different purposes.

17. The Promoter shall be entitled to retain a separated portion of the ultimate roof for putting up V-Sat Tower, hoardings, neon-signs and allow third parties to use or occupy the same for similar purposes such portion of the Roof shall not be treated as Common and the Purchasers consent to the same. The Rest of the ultimate Roof shall be common.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(EASEMENTS OR QUASI-EASEMENTS)

(The under-mentioned rights easements and quasi easements privileges and appurtenances shall be reserved in the said building for the Vendor/Promoter and the Agents or the Facility Managers appointed by them)

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.

2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said unit) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Flat /Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.

3. The right of protection for other portion or portions of the Building by all parts of the Said Flat/unit as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said Flat/unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.

4. The right of the Promoter and/or occupier or occupiers/Holding Organization / Facility Managers/ Agents the purpose of ingress and egress to and from such other part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the New Building.

5. The right of the Promoter /Holding Manager / Facility Managers (or their authorized agents) with or without workmen and necessary materials to enter from time to time upon the Said Flat / Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, firefighting equipment as aforesaid PROVIDED ALWAYS the Promoter / Holding Organization / Facility Managers and other person or persons shall give to the Purchaser twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said flat/unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel

thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Promoter / Holding Organizations / Facility Managers and their Agents the rights easements, quasi-easements privileges and appurtenances hereinbefore contained and those others hereinafter more particularly set forth in the SIXTH SCHEDULE hereto.

2. The right of access and passage in common with the Promoter / Holding Organizations / Facility Managers and their Agents and other occupiers of the said building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in the Building and the Said Premises.

3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Flat/Unit with or without vehicles over and along the drive-ways and pathways of the building comprised in the Said Premises PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the passage driveways and pathways in the said building.

4. The right of support shelter and protection of the Said Flat/ Unit by or from all parts of the Building so far they now support shelter or protect the same.

5. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said Flat/Unit and for all purposes whatsoever.

6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of the Building and the Said Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing repainting or cleaning any parts of the Said Flat/Unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving twenty four hours' previous notice in writing of its intention so to enter to the Promoter / Holding Organization / Facility Manager and their Agents and other occupiers of the other flats/units and portions of the Building.

7. The Purchaser shall be liable to pay the Maintenance charges more fully described in the Eighth Schedule hereunder written for the enjoyment of the common areas / parts / portions facilities and utilities to the Promoter or the Facility Managers / Agents appointed by the co owners for the purpose of maintenance of the same and to the Holding Organization or Facility Manager appointed by the said Holding Organization upon transfer of the management and maintenance of the common parts and portions of the building to the Holding organization promoted by the co owners.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(RESTRICTIONS/HOUSE RULES)

1. As from the date of possession of the Said Flat/Unit, the Purchaser agrees and covenants:

(i) To co-operate with the Promoter and/or Association in the management and maintenance of the said building;

(ii) To observe the rules or regulations as may be framed from time to time by the Promoter and/or Association in respect of the Said Building;

(iii) To allow the authorized representatives of the Promoter and/or Association with or without workmen to enter into the said flat/unit for the purpose of maintenance and repairs;

(iv) To pay the charges of the electricity and other utilities in or relating to the said flat wholly for the Said Flat and proportionately in relating to the common parts;

(v) Not to sub-divide the said unit and/or the Car parking space, if allotted, or any portion thereof

(vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Flat/Unit or in the said building and /or compound or in any portion of the building or in the Common Parts save at the places indicated therefor;

(vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Flat/Unit or

in the common areas and not to block any common areas and not to block any common area of the building in any manner;

(viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Flat/Unit;

(ix) Not to 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 stability of the building or any part thereof;

(x) Not to fix or install air-conditioner/s in the Said Flat/Unit save and except at the place/ s which have specified in the Said Flat/Unit for the same;

(xi) Not to do or cause anything to be done in or around the Said Flat/Unit which may cause or tend to cause or tantamount to cause or affect any damage to the Said Flat/Unit or to the flooring or ceiling of the Said Flat/Unit or any other portion over or below the Said Flat/Unit or adjacent to the said Flat/Unit in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages or amenities available for common use;

(xii) Not to damage or demolish or cause to be damaged or demolished the Said Flat/Unit or any part thereof or the fittings and fixtures affixed thereto;

(xiii) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Flat/Unit;

- (xiv) Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- (xv) Not to fix or install any antenna on the roof of the said building or any window antenna.
- (xvi) Not to make in the Said Flat/Unit any structural additions and / or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the concerned authority;
- (xvii) Not to use the Said Flat/Unit or permit the same to be used for any purpose whatsoever other than for residential purposes and not to use the same for any purpose which may or is likely to cause any disadvantage discomfort nuisance or inconvenience to the other users and occupiers of the said premises and the neighboring premises and shall not use the said flat for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, dance classes or tutorial centers, clinic, gymnasium godown or as a meeting place or for any manufacturing or industrial activity;
- (xviii) Not to use the car parking space, if any allotted to the Unit Holders, or permit the same to be used for any other purpose whatsoever other than for the parking of the Unit Holders' own car and not to raise or put up any kutchha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;

(xix) Not to park or allow its car or two wheeler etc. nor allow its visitors to do so to park or to be parked in the pathway or in the open spaces of the building or at any other place except at the space, if any, allotted to him/her/them/it, it being clarified that in case the Purchasers have been allotted with any open or covered car park, if any, such parking space shall be used for parking of a single vehicle and not multiple vehicle or combination of vehicles such a four wheeler with a two-wheeler etc.;

(xx) To use only those common areas as are mentioned in the FOURTH SCHEDULE hereto, for ingress and egress to the Said Flat/Unit, in common with the other occupiers of the building and the Purchaser shall have no right on any other portion and/or space in the building and/or the Said Building or Complex.

(xxi) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Flat/Unit in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;

(xxii) Not to put or affix any sign-board, glow sign, name plate or other things or other similar articles in any of the common areas or outside walls and doors of the said flat and/or Building save at the place and in the manner expressly permitted in writing by the Promoter or the Holding Organization;

(xxiii) Not to obstruct or object to the Promoter/Holding Organization doing or permitting any one to do any construction, alteration or work in the Said Premises and/or the Building;

(xxiv) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Flats;

(xxv) The Purchaser shall have only the proportionate right and interest in the common parts of the building (save those reserved unto the Promoter) and shall not do any act deed or thing which may in any way prevent and/or restrict the rights and liberties of the Promoter.

(xxvi) To regularly and punctually pay and discharge to the Vendor or the Association or the concerned statutory semi government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the said Flat/Unit and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions as described under the SIXTH SCHEDULE hereunder written in advance within the 7th day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the Said Flat/Unit has been taken or not by the Purchaser.

(xxvii) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Promoter and/or Holding Organisation and/or Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as

prepared by them shall be conclusive and final. The Purchaser shall not be entitled to dispute or question the same.

(xxviii) So long as each Flat in the building is not separately assessed and mutated, the Purchaser shall from the deemed date of possession, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said premises, such proportion to be determined by the Promoter on the basis of the area of the said Flat/Unit.

(xxviii) After taking delivery of the Said Flat, the Purchaser shall take steps to have the Said Flat separately assessed and mutated. The Purchaser shall be liable and responsible for all the costs and consequences of non-observance of this clause.

(xxix) In case the Purchaser defaults or delays in making payment of all the aforesaid expenses, then the Promoter/Holding Organisation and/or the Association shall also be entitled to withhold all utilities and facilities to the Purchaser and/or the said Flat/Unit, including electricity, water supply and/or other services, during the time that the Purchaser is in default. In addition, the Said Flat/Unit shall be deemed to be charged in favour of the Promoter or the Holding Organisation or the Association as the case may be, for all such amounts falling due together with interest.

(xxx) In case the Promoter or the Holding Organisation and/or Association condones the default of the Purchaser, then and in such event, the Purchaser shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the Promoter or the Holding Organisation or the

Association and also interest at the rate of 2% (two percent) per month for the period of default on all amounts remaining unpaid together with reconnection charges.

(xxxi) Not to constitute or attempt to constitute any break-away Holding Organisation or Association and/or gathering other than the validly constituted Holding Organisation or Association.

THE EIGHTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The costs and expenses of maintaining, redecorating and renewing etc. of the main structure, the roof, gutters and water pipes and for all purposes drains and electric cables and wires, fixtures fittings and equipment, in under or upon the said building and enjoyed or used by the Purchasers in common with other occupiers or serving more than one flat in the said building, main entrance, landing and stair cases of the said building and enjoyed by the Purchasers or used by him/her/them/it in common as aforesaid and the boundary walls of the building, compounds, terrace on 6th floor level, lifts, pumps, reservoir, fire system, electrical and other installations.
2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases and other parts of the said building so enjoyed and used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.

3. The cost of salaries of janitors/ officers, clerks, bill collectors, liftman, chowkidars, sweepers, caretakers, plumber, security guards, gardeners, electricians etc.
4. Maintaining and operating the lifts.
5. Providing and arranging for the emptying receptacles for rubbish.
6. Paying all rates taxes duties charges assessments and outgoing whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are responsibility of the individual owners/ occupiers of any flat / unit.
7. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual Purchaser of any flat.
8. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the units.
9. Keeping the private road and/or passage in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
10. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.

11. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the building excepting those which are responsibility of any other occupier or Purchaser of any flat/unit.

12. The proper maintenance renewal and insurance of equipments as the Promoter/Holding Organisation/Association may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.

13. All such other expenses and outgoing as are deemed by the Promoter/Holding Organisation/Association to be necessary for an incidental thereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

SIGNED AND DELIVERED

by the PROMOTER at Kolkata

in the presence of:

SIGNED AND DELIVERED

by the PURCHASER(S) at Kolkata

in the presence of:

Drafted by:

Advocate

MEMO OF CONSIDERATION

RECEIVED by the within-named Promoter from the within-named Purchasers
the total sum of Rs. (Rupees) only
of the lawful money of the Union of India being the entire consideration paid by
various cheques from time to time as recorded below:-

.....

(PROMOTER)

Witnesses: