

CONVEYANCE DEED

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

By and Between

VENDORS¹:

(1) MADGUL DEVELOPERS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019 having PAN AABCM9030A , **(2) FAIRPLAN VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AACBF4049C, **(3) EXCLUSIVE COMMOTRADE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AACCE0612R, **(4) SHREEPARNA SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAMCS4220R, **(5) SHREEPARNA VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAMCS4223N, **(6) INSTYLE DISTRIBUTORS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AABC19643R, **(7) TUMBLER MARKETING PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCT0407E, **(8) MADGUL VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCR6547H, **(9) EVERNEW VINCOM PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AACCE0554G, **(10) BLUEVIEW MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCB5740L, **(11) BESTVIEW VINIMAY PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AADCB5739P, **(12) SKIPPER MERCHANDISE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAMCS3871J, **(13) ZENSTAR COMMERCIAL PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having

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

PAN AAACZ3479R, **(14) MAHIMA TIE-UP PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104, having PAN AAFCM7481B, **(15) HAPPY HOME FISCAL SERVICE PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 12 Lindsay Street, Police Station and Post Office New Market, , Kolkata – 700087, having PAN AAACH6663B, **(16) MAYFAIR GARDEN PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019, having PAN AABCM9029M, **(17) SUVARN APARTMENTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019, having PAN AADCS6717J, **(18) LANSDOWNE TOWERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its Registered Office at 20 Ballygunge Circular Road, Police Station and Post Office Ballygunge, Kolkata-700019 and having PAN AAACL5000G, **(19) MANJU VYAPAAR PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having its registered office at Diamond Harbour Road, P.O. Amgachi, Police Station Thakurpukur, 24 Parganas (South), Kolkata-700104 having PAN AAFCM2322M, all represented by their Authorized Representative _____; all hereinafter referred to as the “**Vendors**” (which expression (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors or successors-in-interest and assigns) of the **FIRST PART**;

AND

MADGUL TOWERS LLP², a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 24, Diamond Harbour Road Kolkata 700104 and having PAN ABCFM9260B, represented by its Authorized Representative _____ hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

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

[OR]

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

[If the Purchaser is a partnership]

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

[OR]

[If the Purchaser is an Individual]

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

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

[OR]

[If the Purchaser is a HUF]

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

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

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

AND

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

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

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

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

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

II. **WHEREAS:**

- A. The Vendors became the absolute and lawful owner of lands admeasuring 2.235 acres or 133 Cottahs 12 Chittack and 36 Square feet more or less situate lying at and being premises No. 24 Diamond Harbour Road, Kolkata-700104 described in **Schedule A** ("**said Land**") vide sale deed(s) and other chain of title as mentioned in **Schedule A-1** hereto. The Vendors and the Promoter have entered into a joint development agreement dated 14th July 2016 and registered with Additional Registrar of Assurances-I, Kolkata in Book No. - I, Volume No. 1901-2016, Pages 182717 to 182765 Being No. 190105418 for the year 2016.
- B. The said Land has been earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project is known as Madgul Antaraa ("**Project**").
- C. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments and buildings from Kolkata Municipal Corporation and has constructed the Project.
- D. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- E. By Agreement for Sale dated _____ ("**Agreement**"), the Promoter and the Vendors agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** unit no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("**Building**") along with _____ number parking as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (collectively

"Designated Apartment") more particularly described in **Schedule B** and the floor plan of the Designated Apartment is annexed hereto and marked as **Schedule C**

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

III **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____) only by the Purchaser to the Promoter and the Vendors paid at or before the execution hereof (the receipt whereof the Promoter and the Vendors do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being the _____ morefully and particularly mentioned and described in **Schedule-B** hereto **AND TOGETHER WITH** right to use the Common Areas in common with the Vendors and Promoter and other persons permitted by them **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Designated Apartment **AND** all the estate right title interest property claim and demand whatsoever of the Promoter and the Vendors into or upon the Designated Apartment **TO HAVE AND TO HOLD** the Designated Apartment unto and to the use of the Purchaser absolutely and forever **TOGETHER WITH AND/OR SUBJECT TO** the easements quasi-easements and other stipulations and provisions in favour of the Purchaser and the Promoter/Vendors as are set out in the **Schedule D** hereto **AND SUBJECT TO** the covenants, terms and conditions as contained in Clause V and in the Schedules hereto and on the part of the Purchaser to be observed, fulfilled and performed.

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

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

- (a) The interest which they do hereby profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser, the Designated Apartment in the manner aforesaid.

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

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

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the Designated Apartment.
 - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.
 - (iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
2. SINGLE UNIT: The Purchaser agrees that the Designated Apartment along with parking if any shall be treated as a single indivisible unit for all purposes.
3. INDEPENDENT PROJECT: It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Co-owners of the Project.
4. COMPLIANCE OF LAWS RELATING TO REMITTANCES: The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other

applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.

5. CONSTRUCTION OF THE PROJECT / APARTMENT: The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.
6. POSSESSION OF THE APARTMENT/PLOT: The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the common areas to the Association duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.
7. HANDOVER OF DOCUMENTS: The Purchaser and the Association acknowledges and confirms that the Promoter has handover the necessary documents and plans, including common areas, to the Association.
8. PAST OUTGOINGS : The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all outgoings before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including those mentioned in the Agreement), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
9. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT: The Association shall be responsible to provide and maintain essential services in the Project. The cost of such maintenance shall be payable by the Purchaser separately to the Association.
10. DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality of or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Purchaser within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act, provided that the obligation or liability of the Promoter shall not arise if the defect has arisen

owing to act or omission of the Purchaser or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority

11. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter/Association/maintenance agency shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the Promoter and Association and/or maintenance agency to enter into the Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
12. USAGE: Use of Basement and Service Areas: The basement(s) and service areas if any located within MADGUL ANTARAA are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.
13. COMPLIANCE WITH RESPECT TO THE APARTMENT:
 - 13.1 The Purchaser shall with effect from _____, be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
 - 13.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
 - 13.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency

appointed by association of Allottees. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 13.4 The Purchaser accepts the full knowledge of all laws, rules, regulations, notifications applicable to the project.
14. ADDITIONAL CONSTRUCTIONS: The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction/modified plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act.
15. ENTIRE CONTRACT: This Deed, along with its schedules, shall henceforth constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.
16. PROVISIONS OF THIS DEED APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment for all intents and purposes.
17. WAIVER NOT A LIMITATION TO ENFORCE: Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
18. SEVERABILITY: If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Deed unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
19. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Deed it is stipulated that the Purchaser has to make payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Designated Apartment bears to the total carpet area of all the Apartments in the Project.
20. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed.

21. PLACE OF EXECUTION: The execution of this Deed shall be completed only upon its execution by the parties Hence this Deed shall be deemed to have been executed at Kolkata
22. NOTICES: That all notices to be served on the Purchaser and the Promoter as contemplated by this Deed shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post at their respective addresses mentioned above. It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case may be.
23. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
24. DISPUTE RESOLUTION: All or any disputes arising out or touching upon or in relation to the terms and conditions of this Deed, including the interpretation an validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.
25. OTHER TERMS AND CONDITIONS : The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Vendors:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee: (including joint buyers)

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Association:

Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES :

Signature _____

Name _____

Address _____

Signature _____

Name _____

Address _____

SCHEDULE 'A'

1. SAID LAND: ALL THAT pieces of parcels of contiguous and adjacent plots of land in a single compound containing an area of 2.235 acres or 133 Cottahs 12 Chittack and 36 Square feet more or less situate lying at and being premises No. 24 Diamond Harbour Road, Kolkata-700104 together with messuages, tenements, hereditaments and premises on part thereof all lying at and being the dags and khatians mentioned in LOT-I and LOT-II below in Mouza Joka and Hanspukuria, J. L. Nos. 21 and 20 respectively under Police Station Thakurpukur recently included in the jurisdiction of Kolkata Municipal Corporation within Ward No. 144 (formerly within Joka II Gram Panchayat, Thakurpukur Maheshtala Panchayat Samity) in the District of South 24 Parganas and butted and bounded as follows:

On the North : By R. S. Dag Nos. 641 (part), 636, 635 (part), 635/988 (part) in Mouza Joka and of R.S. Dag Nos. 365/726 (part), 365 (part) and 363 (part) in Mouza Hanspukuria;

On the South : By portions of R. S. Dag Nos. 641, 635, 635/988 in Mouza Joka and of R.S. Dag Nos. 365/726, 365/727, 366, 366/728, 364/725 and 364 in Mouza Hanspukuria;

On the East : By public Road Diamond Harbour Road;

On the West : By Dag Nos. 733, 852 and 357 in Mouza Hanspukuria.

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

- 1.1 LOT-I-(Joka Property) PARTICULARS OF DAGS & KHATIANS: Property comprised Mouza Joka, J.L. No. 21 containing a total area of 1.01 acre and consisting of:

- a. Portion measuring 0.64 acre (i.e. 59.81%) out of 1.07 acre comprised in R.S. and L.R. Dag No. 635 recorded in R.S. Khatian No. 266, L. R. Khatian Nos. 167 and 2541 to 2558;
- b. Portion measuring 0.29 acre (i.e. 37.18%) out of 0.78 acre comprised in R.S. and L.R. Dag No. 635/988 recorded in R.S. Khatian No. 266, L. R. Khatian Nos. 167 and 2541 to 2558;
- c. Portion measuring 0.08 acre (i.e. 25%) out of 0.32 acre comprised in R.S. and L.R. Dag No. 641 recorded in R.S. Khatian No. 567, L. R. Khatian Nos. 167 and 2541 to 2558;

- 1.2 LOT-II-Hanspukuria Property

PARTICULARS OF DAGS & KHATIANS: Property comprised Mouza Hanspukuria, J.L. No. 20 containing a total area of 1.225 acre and consisting of:

- a. Portion measuring 0.16 acre (i.e. 50%) out of 0.32 acre comprised in R.S. Dag No. 363 recorded in R.S. Khatian No. 173, L.R. Dag No. 444 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

- b. Portion measuring 0.33 acre (i.e. 94.29%) out of 0.35 acre comprised in R.S. Dag No. 364 recorded in R.S. Khatian No. 375, L.R. Dag No. 445 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- c. Entire 0.01 acre comprised in R.S. Dag No. 364/723 recorded in R.S. Khatian No. 375, L.R. Dag No. 449 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- d. Entire 0.01 acre comprised in R.S. Dag No. 364/724 recorded in R.S. Khatian No. 375, L.R. Dag No. 447 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- e. Portion measuring 0.005 acre (i.e. 12.50%) out of 0.04 acre comprised in R.S. Dag No. 364/725 recorded in R.S. Khatian No. 375, L.R. Dag No. 446 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- f. Portion measuring 0.38 acre (i.e. 77.55%) out of 0.49 acre comprised in R.S. Dag No. 365 recorded in R.S. Khatian No. 376, L.R. Dag No. 450 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- g. Portion measuring 0.12 acre (i.e. 75%) out of 0.16 acre comprised in R.S. Dag No. 365/726 recorded in R.S. Khatian No. 376, L.R. Dag No. 451 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- h. Portion measuring 0.06 acre (i.e. 0.666%) out of 0.09 acre comprised in R.S. Dag No. 365/727 recorded in R.S. Khatian No. 376, L.R. Dag No. 452 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- i. Portion measuring 0.11 acre (i.e. 73.33%) out of 0.15 acre comprised in R.S. Dag No. 366 recorded in R.S. Khatian No. 575, L.R. Dag No. 455 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- j. Portion measuring 0.03 acre (i.e. 75%) out of 0.04 acre comprised in R.S. Dag No. 366/728 recorded in R.S. Khatian No. 575, L.R. Dag No. 453 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;
- k. Entire 0.01 acre comprised in R.S. Dag No. 366/859 recorded in R.S. Khatian No. 575, L.R. Dag No. 448 recorded in previous L.R. Khatian No. 750 and present L.R. Khatian Nos. 750 and 1867 to 1884;

The properties are having character of housing or bastu except only a portion of Dag L.R. Dag 450 admeasuring 0.11 acre having the recorded character of 'doba'.

SCHEDULE A-1

CHAIN OF TITLE:

- 1 One Surendra Chandra Ghosh was the sole and absolute owner of All Those:
 - 1.1 Firstly entire 1.85 acres of land comprised in R.S. Dag Nos. 635 (1.07 acre) and 635/988 (0.78 acre) recorded in R.S. Khatian Nos. 266 (1.39 acre) and 131 (0.46 acre) in Mouza Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, Pargana Balia under Police Station Behala (now Thakurpukur) in the District of South 24 Parganas and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
 - 1.2 Secondly entire 0.41 acre of land comprised in R. S. Dag Nos. 364 (0.35 acre), 364/723 (0.01 acre), 364/724 (0.01 acre) and 364/725 (0.04 acre) recorded in R.S. Khatian No. 375 in Mouza Hanspukuria, J. L. No. 20, Touzi No. 14, Pargana Khaspur under Police Station Behala (now Thakurpukur) in the District of South 24 Parganas and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
 - 1.3 Thirdly entire 0.74 acre of land comprised in R. S. Dag Nos. 365 (0.49 acre), 365/726 (0.16 acre) and 365/727 (0.09 acre) recorded in R.S. Khatian No. 376 in the above described Mouza Hanspukuria and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
 - 1.4 Fourthly entire 0.20 acre of land comprised in R. S. Dag Nos. 366 (0.15 acre), 366/728 (0.04 acre) and 366/859 (0.01 acre) recorded in R.S. Khatian No. 575 in the above described Mouza Hanspukuria and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights;
- 2 One Purna Chandra Kayal was the sole and absolute owner of, amongst other properties, entire 0.32 acre of land comprised in R. S. Dag Nos. 363 recorded in R.S. Khatian No. 173 in the above described Mouza Hanspukuria, and his name was duly recorded as Raiyat in the finally published R.S. Records of Rights as Raiyat in respect thereof. The said Purna Chandra Kayal died intestate leaving him surviving three sons Dharendra Kayal, Gopal Kayal, Bhadra Kayal and heirs of his predeceased son Late Pashupati Kayal being his son Gora Chand Kayal. The said heirs of Purna Chandra Kayal amicably divided their properties and pursuant thereto by a Sale Deed dated 29th July, 1965 and registered with the Sub-Registrar Behala in Book No. I Volume No.64 Pages 228 to 233 Being No. 3984 for the year 1965, the said Dharendra Kayal and Gopal Kayal for the consideration therein mentioned sold conveyed and transferred a divided and demarcated Southern portion measuring 0.16 acre of the said Dag No. 363 to the said Surendra Chandra Ghosh who became the sole and absolute owner thereof alongwith his remaining adjacent properties.
- 3 One Jamini Kayal was the sole and absolute owner of, amongst other properties, 0.08 acre divided and demarcated portion out of 0.32 acre of land comprised in R. S. Dag Nos. 641 recorded in R.S. Khatian No. 567 in the above described Mouza Joka, and his name (alongwith the name of the other co-sharers of the said Dag) was duly recorded as Raiyat in the finally published R.S. Records of Rights as Raiyat in respect thereof. By a Sale Deed dated 27th August, 1956 and registered with the Sub-Registrar Alipore in Book No. I Volume No.125 Pages 62 to 64 Being No. 7303 for the year 1956, the said Jamini Kayal for the consideration therein mentioned sold conveyed and transferred the said divided and demarcated portion measuring 0.08 acre of the said Dag No. 641 to the said Surendra Chandra Ghosh who became the sole and absolute owner thereof alongwith his remaining adjacent properties.

- 4 The said Surendra Chandra Ghosh, a Hindu during his lifetime and at the time of his death and governed by the Dayabhaga School of Hindu Law died, intestate on 8th August, 1986 leaving him surviving his only son Sujit Ghosh and two daughters Swapna Chowdhury and Ratna Mitra who all upon his death inherited and became entitled to his properties and estate including the properties mentioned hereinabove absolutely and in equal one-third shares. The wife of Surendra Chandra Ghosh being namely Sm. Indrani Ghosh had predeceased him on 3rd May, 1969.
- 5 The said Sujit Ghosh, Swapna Chowdhury and Ratna Mitra by 24 Deeds of Conveyance all dated 23rd August, 1987 and registered with the Additional District Sub Registrar, Behala for the consideration therein respectively mentioned sold conveyed and transferred, portions constituting the entirety of the said Land to Bengal Assam Metal Industries Private Limited (subsequently name changed to MRM Finvest Private Limited) ("Bengal Assam") absolutely and forever. Particulars of the said 24 Deeds of Conveyance are mentioned below:
 - 5.1 By three sale deeds one registered in Book I Volume No.36 Pages 361 to 374 Being No.1918 for the year 1987, another one registered in Book I Volume No.36 Pages 375 to 386 Being No.1919 for the year 1987 and another one registered in Book I Volume No.36 Pages 387 to 398 Being No.1920 for the year 1987, divided and demarcated portion measuring 0.08 acre comprised in the said Dag 641 and 0.28 acre comprised in the said Dag 635 forming part of the said Joka Property was sold conveyed and transferred to Bengal Assam;
 - 5.2 By three sale deeds one registered in I Volume No.271 Pages 154 to 165 Being No.13263 for the year 1987, another one registered in Book I Volume No.271 Pages 166 to 176 Being No.13264 for the year 1987 and another one registered in Book I Volume No.271 Pages 177 to 184 Being No.13265 for the year 1987, divided and demarcated portion measuring 0.29 acre comprised in the said Dag 635/988 forming part of the said Joka Property was sold conveyed and transferred to Bengal Assam;
 - 5.3 By three sale deeds one registered in Book I Volume No.275 Pages 120 to 131 Being No.13297 for the year 1987, another one registered in Book I Volume No.275 Pages 132 to 143 Being No.13298 for the year 1987 and another one registered in Book I Volume No.265 Pages 188 to 199 Being No.13315 for the year 1987, divided and demarcated portion measuring 0.36 acre comprised in the said Dag 635 forming part of the said Joka Property was sold conveyed and transferred to Bengal Assam;
 - 5.4 By three sale deeds one registered in Book I Volume No.39 Pages 161 to 172 Being No.2069 for the year 1987, another one registered in Book I Volume No.39 Pages 173 to 184 Being No.2070 for the year 1987 and another one registered in Book I Volume No.39 Pages 185 to 196 Being No.2071 for the year 1987, divided and demarcated portion measuring 0.12 acre comprised in the said Dag No. 365/726, 0.01 acre comprised in Dag No. 364/723, 0.01 acre comprised in Dag No. 364/724 and 0.11 acre comprised in Dag No. 366 all forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;
 - 5.5 By three sale deeds one registered in Book I Volume No.276 Pages 127 to 137 Being No.13363 for the year 1987, another one registered in Book I Volume No.276 Pages 155 to 165 Being No.13365 for the year 1987 and another one registered in Book I Volume No.270 Pages 199 to 211 Being No.13366 for the year 1987, divided and demarcated portion

measuring 0.33 acre comprised in the said Dag 364 forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;

- 5.6 By three sale deeds one registered in Book I Volume No.275 Pages 155 to 167 Being No.13422 for the year 1987, another one registered in Book I Volume No.275 Pages 168 to 180 Being No.13423 for the year 1987 and another one registered in Book I Volume No.275 Pages 181 to 192 Being No.13424 for the year 1987, divided and demarcated portion measuring 0.005 acre comprised in the said Dag 364/725, 0.06 acre comprised in Dag No. 365/727, 0.03 acre comprised in Dag No.366/728 and 0.01 acre comprised in Dag No. 366/859 all forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;
- 5.7 By three sale deeds one registered in Book I Volume No.220 Pages 470 to 482 Being No.13427 for the year 1987, another one registered in Book I Volume No.268 Pages 128 to 139 Being No.13428 for the year 1987 and another one registered in Book I Volume No.268 Pages 140 to 152 Being No.13429 for the year 1987, divided and demarcated portion measuring 0.16 acre comprised in the said Dag 363 forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;
- 5.8 By three sale deeds one registered in Book I Volume No.278 Pages 33 to 44 Being No.13448 for the year 1987, another one registered in Book I Volume No.272 Pages 311 to 324 Being No.13449 for the year 1987 and another one registered in Book I Volume No.272 Pages 325 to 338 Being No.13450 for the year 1987, divided and demarcated portion measuring 0.38 acre comprised in the said Dag 365 forming part of the said Hanspukuria Property was sold conveyed and transferred to Bengal Assam;
- 6 The said Bengal Assam became the sole and absolute owner of the said Land as a single undivided property secured by boundary wall on all sides and got its name mutated in the L.R. Records of Rights under L. R. Khatian Nos. 167 and 750.
- 7 By two registered Agreements for Sale dated 13th October 2007 the said Bengal Assam Metal Industries Private Limited agreed to sell and transfer the said Land as follows:-
 - 7.1 By Agreement for Sale entered by the said Bengal Assam with Manju Vyapaar Private Limited ("MVPPL") and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No.I Pages 1 to 27 Being No.242 for the year 2008, one-half share in the said Land was agreed to be sold to Manju Vyapaar Private Limited and/or its nominee or nominees at the consideration and on the terms and conditions therein contained.
 - 7.2 By Agreement for Sale entered by the said Bengal Assam with Rose Valley Vyapaar Private Limited ("RVVPL") and registered with the Additional Registrar of Assurances-I, Kolkata in Book I CD Volume No. I Pages 1 to 27 Being No.245 for the year 2008, one-half share in the said Land was agreed to be sold to Rose Valley Vyapaar Private Limited and/or its nominee or nominees at the consideration and on the terms and conditions therein contained.
- 8 The said Bengal Assam also executed and registered two Powers of Attorney dated 13th October 2007 and registered with Additional Registrar of Assurances-III, Kolkata in Book IV Being Nos. 425 and

426 for the year 2008 in favour of Vishal Fatehpuria and Vijay Kumar Fatehpuria empowering the Attorneys appointed thereunder to execute and register Deed or Deeds of Conveyance in respect of the said Land and both the Powers of Attorney have remained and are still valid subsisting and in full force and effect.

- 9 The said MVPPL and RVPPL paid the entire consideration of Rs.2,67,60,000/- payable to Bengal Assam and the said Bengal Assam delivered vacant and peaceful possession of the said Land to MVPPL and RVPPL.
- 10 Being empowered and authorized under the said two Agreements, the said MVPPL and RVPPL each nominated 8 (eight) persons (except Bengal Assam) and by 18 (eighteen) several Deeds of Conveyance one dated 29th September, 2008, sixteen dated 4th October 2008 and one dated 26th December 2008 and registered with the Additional Registrar of Assurances-I, Kolkata, such nominated person purchased an aggregate 94.5% share of the said Land and Bengal Assam remained the legal owner of the remaining 5.5% share in the said Land. Particulars of the said eighteen Deeds of Conveyance by each of which 5.25% share in the said Land was conveyed, are mentioned below:
 - 10.1 Indenture dated 29th September 2008 made between Bengal Assam as Vendor and RVPPL as Confirming Party and Dinesh Jalan as Purchaser and registered in Book I CD Volume No.1 Pages 1817 to 1844 Being No.00085 for the year 2009.
 - 10.2 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and RVPPL as Confirming Party and Instyle Distributors Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 5837 to 5863 Being No.11679 for the year 2008.
 - 10.3 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and RVPPL as Confirming Party and Nikhil Churiwal as Purchaser and registered in Book I CD Volume No.60 Pages 5929 to 5956 Being No.11680 for the year 2008.
 - 10.4 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and RVPPL as Confirming Party and Shreeparna Vinimay Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 5957 to 5983 Being No.11681 for the year 2008.
 - 10.5 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and RVPPL as Purchaser and registered in Book I CD Volume No.60 Pages 5984 to 6010 Being No.11682 for the year 2008.
 - 10.6 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and RVPPL as Confirming Party and Shreeparna Suppliers Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6011 to 6038 Being No.11683 for the year 2008.
 - 10.7 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and RVPPL as Confirming Party and Fairplan Vinimay Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6039 to 6066 Being No.11684 for the year 2008.

- 10.8 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and RVPPL as Confirming Party and Tumbler Marketing Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6345 to 6372 Being No.11685 for the year 2008.
- 10.9 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and RVPPL as Confirming Party and Exclusive Commotrade Private Limited as Purchaser and registered in Book I CD Volume No.60 Pages 6373 to 6400 Being No.11686 for the year 2008.
- 10.10 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and MVPPL as Confirming Party and Zenstar Commercial Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 3133 to 3160 Being No.11801 for the year 2008.
- 10.11 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and MVPPL as Confirming Party and Evernew Vincom Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 3185 to 3212 Being No.11803 for the year 2008.
- 10.12 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and MVPPL as Confirming Party and Skipper Merchandise Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 5761 to 5788 Being No.11896 for the year 2008.
- 10.13 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and MVPPL as Confirming Party and Bestview Vinimay Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 5789 to 5816 Being No.11897 for the year 2008.
- 10.14 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and MVPPL as Confirming Party and Vishal Fatehpuria as Purchaser and registered in Book I CD Volume No.61 Pages 6359 to 6386 Being No.11989 for the year 2008.
- 10.15 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and MVPPL as Confirming Party and Blueview Merchants Private Limited as Purchaser and registered in Book I CD Volume No.61 Pages 6387 to 6414 Being No.11990 for the year 2008.
- 10.16 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and MVPPL as Purchaser and registered in Book I CD Volume No.61 Pages 6433 to 6460 Being No.11991 for the year 2008.
- 10.17 Indenture dated 4th October 2008 made between Bengal Assam as Vendor and MVPPL as Confirming Party and Vijay Kumar Fatehpuria as Purchaser and registered in Book I CD Volume No.61 Pages 6461 to 6488 Being No.11992 for the year 2008.
- 10.18 Indenture dated 26th December 2008 made between Bengal Assam as Vendor and MVPPL as Confirming Party and Mahima Tie-Up Private Limited as Purchaser and registered in Book I CD Volume No.62 Pages 10024 to 10052 Being No.12609 for the year 2008.

11 The Purchasers to the above 18 sale deeds (except MVPPL and RVPPL) have paid the entire consideration payable to Manju Vyappar and RVPPL from time to time. The acknowledgment of the

consideration by the Purchasers to the above 18 sale deeds (except MVPPL and RVPPL) and the corrections of certain minor typographical errors that had crept in the above recited Indenture of Conveyance in favour of the Purchasers to the above 18 sale deeds was made by the following 18 Deeds of Declaration as follows:-.

- 11.1 Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor and MVPPL as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1470 to 1476 Being No.09191 for the year 2010.
- 11.2 Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, MVPPL as the Confirming Party and Vishal Fatehpuria as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1462 to 1469 Being No.09190 for the year 2010.
- 11.3 Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, MVPPL as the Confirming Party and Skipper Merchandise Private Limited as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1477 to 1484 Being No.09192 for the year 2010.
- 11.4 Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, MVPPL as the Confirming Party and Blueview Merchants Private Limited as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1485 to 1492 Being No.09193 for the year 2010.
- 11.5 Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, MVPPL as the Confirming Party and Bestview Vinimay Private Limited as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1509 to 1516 Being No.09196 for the year 2010.
- 11.6 Deed of Declaration dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, MVPPL as the Confirming Party and Zenstar Commercial Private Limited as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1501 to 1508 Being No.09195 for the year 2010.
- 11.7 Deed of Declaration-cum-Rectification dated 4th September 2010 between MRM Finvest Private Limited as the Vendor, MVPPL as the Confirming Party and Mahima Tie up Private Limited as the Purchaser and registered with District Sub-Registrar-II South 24 Parganas in Book I CD Volume No.33 Pages 1493 to 1500 Being No.09194 for the year 2010.
- 11.8 Deed of Declaration-cum-Rectification dated 22nd May 2012 between MRM Finvest Private Limited as the Vendor, MVPPL as the Confirming Party and Evernew Vincom Private Limited as the Purchaser and registered with District Sub-Registrar, II Alipore in Book I CD Volume No.7 Pages 8721 to 8730 Being No.5701 for the year 2012.
- 11.9 Deed of Declaration-cum-Rectification dated 22nd May 2012 between MRM Finvest Private Limited as the Vendor, MVPPL as the Confirming Party and Vijay Kumar Fatehpuria as the

Purchaser and registered with District Sub-Registrar, II Alipore in Book I CD Volume No.7 Pages 8711 to 8720 Being No.5700 for the year 2012.

- 11.10 Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor and RVPPL as the Purchaser and registered with Additional Registrar of Assurances, I Kolkata in Book I CD Volume No.19 Pages 3234 to 3241 Being No.9074 for the year 2012.
- 11.11 Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, RVPPL as the Confirming Party and Exclusive Commotrade Private Limited as the Purchaser and registered with Additional Registrar of Assurances, I Kolkata in Book I CD Volume No.19 Pages 3242 to 3251 Being No.9075 for the year 2012.
- 11.12 Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, RVPPL as the Confirming Party and Instyle Distributors Private Limited as the Purchaser and registered with Additional Registrar of Assurances, I Kolkata in Book I CD Volume No.19 Pages 3252 to 3260 Being No.9076 for the year 2012.
- 11.13 Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, RVPPL as the Confirming Party and Nikhil Churiwal as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3261 to 3269 Being No.09077 for the year 2012.
- 11.14 Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, RVPPL as the Confirming Party and Shreeparna Suppliers Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3270 to 3279 Being No.09078 for the year 2012.
- 11.15 Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, RVPPL as the Confirming Party and Tumbler Marketing Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3280 to 3289 Being No.09079 for the year 2012.
- 11.16 Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, RVPPL as the Confirming Party and Shreeparna Vinimay Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3290 to 3299 Being No.09080 for the year 2012.
- 11.17 Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, RVPPL as the Confirming Party and Fairplan Vinimay Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3300 to 3309 Being No.09081 for the year 2012.
- 11.18 Deed of Declaration dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, RVPPL as the Confirming Party and Dinesh Jalan as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3310 to 3319 Being No.09082 for the year 2012.

- 12 By the following five sale deeds the said MRM Finvest Private Limited, Vijay Kumar Fatehpuria, Vishal Fatehpuria, Dinesh Jalan and Nikhil Churiwal have sold their entire right title and interest in the said Land
 - 12.1 Sale deed dated 22nd May 2012 between Vijay Kumar Fatehpuria as the Vendor and Mayfair Garden Private Limited as the Purchaser and registered with District Sub-Registrar-II, Alipore in Book I CD Volume No.7 Pages 8686 to 8710 Being No.5699 for the year 2012.
 - 12.2 Sale deed dated 22nd May 2012 between Vishal Fatehpuria as the Vendor and Happy Home Fiscal Service Private Limited as the Purchaser and registered with District Sub-Registrar-II, Alipore in Book I CD Volume No.7 Pages 8731 to 8755 Being No.5702 for the year 2012 as rectified by a Deed of Declaration dated 19th February 2013 and registered with Additional Registrar of Assurances-I, Kolkata in Book I Volume No. 3 Pages 10031 to 10040 Being No. 1555 for the year 2013.
 - 12.3 Sale deed dated 27th September 2012 between Dinesh Jalan as the Vendor and Lansdowne Towers Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3348 to 3372 Being No.09085 for the year 2012.
 - 12.4 Sale deed dated 27th September 2012 between MRM Finvest Private Limited as the Vendor, RVPPL and Manju Vyaapar Private Limited as the Confirming Party and Madgul Developers Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3373 to 3400 Being No.09086 for the year 2012.
 - 12.5 Sale deed dated 27th September 2012 between Nikhil Churiwal as the Vendor and Suvarn Apartments Private Limited as the Purchaser and registered with Additional Registrar of Assurances-I Kolkata in Book I CD Volume No.19 Pages 3401 to 3425 Being No.09087 for the year 2012.
 - 12.6 By a Deed of Declaration dated 19th February 2013 and registered with Additional Registrar of Assurances-I, Kolkata in Book I Volume No. 3 Pages 10041 to 10049 Being No. 1556 for the year 2013 correction of the certain errors that had crept in the deeds recited in clause ____ were made.
- 13 The Vendors have got their names mutated in the office of the BL&LRO in respect of their shares in the said Land as Raiyat in the Records of Rights published under the recent LR Settlement under the West Bengal Land Reforms Act under LR Khatian Nos. 2542, 2544 to 2551, 2554 to 2558, 3133 to 3137 in respect of the Joka Property and LR Khatian Nos. 1868, 1870 to 1880, 1882, 1884, 2996 to 2998, 3007 and 3008 in respect of Hanspukuria Property. The number allotted to the Dags comprised in the Joka Property remained the same in the LR Settlement but the number allotted to the Dags comprised in the Hanspukuria Property was changed as would also be reflected in Lot-III of the SCHEDULE A hereinabove written.
- 14 The Vendors have obtained conversion of the character of land to bastu or housing in respect of the Joka Property and the Hanspukuria Property under Section 4C of the West Bengal Land Reforms Act, 1955 save and except only L.R. Dag No.455.

- 15 By 19 Orders all dated 20.03.2015 passed by the Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas, a portion of the L.R. Dag No. 455 which was recorded as 'Doba' in the L.R. Records of Rights was converted to bastu or housing and a portion of L.R. Dag. No. 450 measuring 0.11 acre was converted to 'Doba' in terms of such Order.
- 16 The name of Rose Valley Vyapaar Private Limited has been changed to the current name of Owner No. 8 namely Madgul Vyapaar Private Limited, vide Certificate of Incorporation pursuant to change of name dated 13th January 2015 issued by the Registrar of Companies, West Bengal.
- 17 The Owners in common decided to carry out integrated development of the said Land through a real estate developer and pursuant to the said decision the Owners appointed the Promoter therefor and granted to the Promoter all rights and authority, inter alia, to develop or cause to be developed the said Land into the Project and also to negotiate for sale of the Apartments and other saleable areas to interested buyers and the Promoter agreed to accept the same at and for the considerations and on the terms and conditions contained in the said Development Agreement dated 14th July 2016.
- 18 Under and in terms of the Development Agreement the Owners and the Promoter inter alia, agreed to share the price receivable from sale of any Apartment and other saleable areas in the ratio of 20% (twenty percent) to the Owners and 80% (eighty percent) to the Promoter and it was agreed between them that the entire price would be paid by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the Promoter shall pay to the Owners the share of the Owners in the same as provided for therein.

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

- 1 DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context:
 - 1.1 "this Deed" shall mean this Deed and Schedules all read together.
 - 1.2 "Co-owners" shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Owners/Promoter, shall mean the respective Owner and/or Promoter.
 - 1.3 "sanctioned plan" shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2016160118 dated 29th August 2016 and include the sanctioned addition/alteration plan/s. dated _____.
 - 1.4 "Maintenance in-charge" shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and until then mean the Promoter.
 - 1.5 "Common Purposes" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, complying with all statutory obligations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses, including payment of all statutory dues and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common.
 - 1.6 Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - 1.7 Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- 2 The ownership and enjoyment of the Designated Apartment by the Purchaser shall be Subject to the observance, fulfilment and performance of the terms and conditions of the Agreement as also the House Rules as stipulated in Schedule E-1 hereto.
- 3 The Project shall bear the name "Madgul Antaraa". The name of the Project cannot be changed unless permitted by the Promoter in writing and it shall not be necessary for the Promoter to grant any such permission.

SCHEDULE 'B' – APARTMENT, PARKING ETC.,

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

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE D –EASEMENTS:

(Easements Granted to the Purchaser)

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

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

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

1 AMENITIES & FACILITIES:

- 1.1 Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.
- 1.2 Six Staircases with landings two each in each Tower
- 1.3 Six lifts with landings two each in each Tower.
- 1.4 Common lobbies in all floors
- 1.5 Transformer, Sub-station and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- 1.6 Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobbies and landings and operating the lifts.
- 1.7 Electrical installations with main switch and meter and space required therefor.
- 1.8 Roof of the Buildings with beautification.
- 1.9 Over head water tanks with water distribution pipes upto the Designated Apartment.
- 1.10 Water, waste and sewerage evacuation pipes and drains.
- 1.11 CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- 1.12 Intercom System
- 1.13 Deep Tube well, Underground Reservoir with water distribution pipes to the Overhead water tanks of the Buildings.
- 1.14 Water pump with motors and space for installation of the same.
- 1.15 Landscaped Garden with water body.
- 1.16 Club Facility with all constructions, equipments, installations, fitouts and accessories as per clause 3 of this Schedule below.
- 1.17 Walking track wherever made
- 1.18 Diesel Generator Set, its panels, accessories and wirings and space for installation of the same. The Purchaser accepts that the power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the

Owners and the Promoter) taking possession of their respective Units in the Project and not before and shall not raise any objection, dispute or claim in this behalf. The Promoter have the discretion to reduce or waive the said requirement of minimum percentage of occupancy for commencement of power backup at any time.

- 1.19 Water Treatment Plant
 - 1.20 Fire fighting system in the Common Areas in the Buildings alongwith Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.
 - 1.21 Fire Detection System in common area with all panels, detectors, alarm system etc.
 - 1.22 Septic Tank and if so provided by the Promoter - Sewerage Treatment Plant and/or Solid Waste Management Plant.
 - 1.23 Boundary wall and gate and Security Gate House
 - 1.24 Common toilets.
 - 1.25 Rainwater Harvesting
 - 1.26 Solar Power Plant
 - 1.27 Common Unit as per clause 2 of this schedule below.
 - 1.28 Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas.
- 2 Common Unit for Common Benefit : The portion of the ground floor and the first floor of Tower A having a Carpet Area of _____ Square feet ("Common Unit") has been constructed with the object of letting out or otherwise transferring the same for possible revenue generation; and the surplus revenue, if arising, to be used to subsidize the Common Expenses to that extent. The following terms and conditions shall govern the construction, use, management and transfer of the Common Unit:-
- 2.1 The Common Unit shall not be for common use of the Co-owners or any of them.
 - 2.2 The Promoter has constructed the bareshell of the Common Unit at its own costs and expenses and fees, costs, charges and expenses in respect of all other works at or for the Common Unit shall be part of the Common Expenses.
 - 2.3 Until handover to the Association/Co-owners, the Promoter shall have the exclusive right to maintain and administer and/or to deal with, let out, transfer or part with possession of or otherwise alienate the Common Unit at such consideration and on such terms and condition as the Promoter may, in its sole discretion, deem fit and proper and the Purchaser hereby authorizes and empowers the Promoter to do all acts deeds and things in connection therewith.

- 2.4 The Promoter has applied for change of use of the Common Unit as part of the modification to the Building Plans and on sanction of the modified plans, the Common Unit shall be put to the changed use.
 - 2.5 At any time, the Promoter shall be free to grant or transfer to the Association the Common Unit
 - 2.6 The negotiations, contracts and agreements entered upon by the Promoter with any third party for alienation of the Common Unit shall bind the Co-owners and the Maintenance In-charge and the Purchaser hereby accepts the same;
 - 2.7 The Common Unit shall form part of the Common Areas for all intents and purposes save and subject to the powers and authorities conferred upon the Promoter and or the Tenant in respect thereof.
 - 2.8 Any surplus revenue, arising from the Common Unit and remaining upon excluding (a) all costs, charges and expenses in maintaining, repairing, replacing, furnishing and otherwise carrying out any act, deed or thing at or for the Common Unit and upon (b) all statutory taxes, levies, cess and outgoings in respect thereof, shall be credited to pro-tanto subsidize the Common Expenses to that extent.
 - 2.9 The Promoter or the Maintenance In-charge shall not be liable for any obligations or liabilities whatsoever or howsoever in case there arises no revenues or there are no surpluses in the same.
 - 2.10 All stamp duty, registration charges, income tax, goods and service tax, and other statutory dues on the grant or transfer of the Common Unit to the Association/Co-owners and also those arising from any alienation thereof to any third party shall be part of the Common Expenses.
- 3 Club Facility: As part of the Common Areas, the Promoter has erected, installed and/or made available the following facilities at identified demarcated portions of the Project ("Club Facility" which expression shall include any modifications or alterations of all or any such facility):
- (a) Community hall with first time installation of airconditioners with connecting toilets and pantry;
 - (b) Rooms with first time installation of air-conditioners and initial equipments for indoor games etc;
 - (c) Health Club (with Steam Room, Shower and Gym, Space for yoga/meditation), Swimming Pool, and changing room with toilets with first time installation of equipment and air conditioner, as applicable;
 - (d) Room with mini Home Theatre with first time installation of equipments and air-conditioners;
 - (e) Space for Crèche with initial fitouts thereat.

(f) Library/lounge with first time installation of air-conditioner and fitouts

- 3.1 The Purchaser shall be liable to pay the charges for use of the Club Facility as may be prescribed by the Maintenance In-Charge and comply with the House Rules as applicable and also those as may be framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the separate additional charges as prescribed by the Promoter or the Association from time to time for use of the Community Hall for his private functions or ceremonies if the request for such use made by the Purchaser are, in consonance with the applicable rules and regulations..
- 3.2 The Club Facility may be used by the Purchaser alongwith family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail the Club Facility, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper.

SCHEDULE E-1

(HOUSE RULES)

- 1 HOUSE RULES: The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):
 - 1.1 To use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
 - 1.2 That unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written ("Parking Facility"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever. In case the Purchaser has applied for and has been allotted parking facility, the same shall be subject to the following conditions:-
 - 1.2.1 The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - 1.2.2 the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;;
 - 1.2.3 the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
 - 1.2.4 No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - 1.2.5 The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - 1.2.6 The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - 1.2.7 This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.
 - 1.2.8 In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser

shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.

1.2.9 The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this Deed shall all be covenants running with the Parking Facility.

1.2.10 Any use of the Mechanical Parking System by the Purchaser Co-owners shall be subject to force majeure and interruptions, inconveniences and mechanical faults associated with its use and further that the Promoter and the Maintenance-in-Charge shall not be responsible or liable in any manner for any defect, deficiency, accident, loss or damage relating to or arising out of the Mechanical Parking System.

1.3 In case the Purchaser is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Purchaser to use of such Open Terrace shall be subject to the following conditions:-:

1.3.1 To use the Open Terrace for the purpose for which it has been sanctioned and in a decent and respectable manner and keep the same at all times in a fully repaired and neat and clean condition and shall be fully responsible for complete maintenance of the same at all times

1.3.2 Not to damage or modify or make any construction, addition or alteration therein nor to cover or enclose the same nor to display any light or signage from the same so as to be visible from outside nor to put any grills or glass or poles or any item going beyond the height of the parapet

1.3.3 Not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building;

1.3.4 Not display any signboard, hoarding or advertisement etc. on the parapet wall of the Open Terrace or at any place in the said Open Terrace so as to be visible from outside nor to hold any function thereat so as to emit noise or light therefrom disturbing others.

1.3.5 Not deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the Open Terrace nor allow the accumulation of water thereat nor store or allow any one to store any goods articles or things in the said Open Terrace or anywhere at the said Land

1.3.6 Not to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Open Terrace and/or the said Building and/or the said Land and/or outside walls of the said Building save in the manner indicated by the Promoter or the Maintenance In-Charge

- 1.3.7 Not to transfer or assign or part with their right of use of the Open Terrace or part with the possession of the said Open Terrace, independent of the Designated Apartment and vice versa.
- 1.3.8 Not to sub-divide the Open Terrace in any manner.
- 1.4 The use of the Common Areas including but not limited to the Club Facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Owners or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Purchaser or his family members or any other person.
- 1.5 Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
- 1.6 Not to claim any access or user of any other portion of the Project except the said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
- 1.7 Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of the Designated Apartment at a designated place. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
- 1.8 To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
- 1.9 Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings passing through the Designated Apartment or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Project nor to hang from or attach to the beams or rafters any articles or machinery which are heavy or which may affect or endanger or damage the construction of the said Building or any part thereof.

- 1.10 Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
- 1.11 Not to install or keep or operate any generator in the Designated Apartment or in the or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the said Building or the said Land save the battery operated inverter inside the Designated Apartment.
- 1.12 Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders
- 1.13 Not to allow the watchmen, driver, domestic servants or any other person employed by the Purchaser or his Agents to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.
- 1.14 No bird or animal shall be kept or harboured in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.
- 1.15 To allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Apartment at all reasonable times for construction and completion of the Buildings and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- 1.16 To use the Common Areas only to the extent required for ingress to and egress from the Designated Apartment of men, materials and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Promoter and all other persons entitled thereto.
- 1.17 To install firefighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
- 1.18 To keep the Designated Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Project in good and substantial repair and condition so as to support shelter and protect the other units/parts of the Buildings and not to do or cause to be done anything in or around the Designated Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Apartment.
- 1.19 Not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Building or may cause any increase in the premia payable in respect thereof.

- 1.20 Not to commit or permit to be committed any alteration or changes in, or draw from outside the said Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
- 1.21 To co-operate with the Maintenance In-charge in the management maintenance control and administration of the Project and the Premises and other Common Purposes.
- 1.22 Keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.
- 1.23 To maintain at his own costs, the Designated Apartment and the Balcony in the same good condition state and order in which it be delivered to him and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, Kolkata Municipal Corporation, WBSEDC Limited, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- 1.24 Not to alter the outer elevation or façade or colour scheme of the Buildings (including grills, verandahs, lounges, external doors and windows etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- 1.25 Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- 1.26 Not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- 1.27 Not to use the Designated Apartment or any part thereof or any part of the Project as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or slaughter of animals or any commercial, manufacturing or processing work etc., whatsoever or keep pets or animals which can be a danger to other co-owners.
- 1.28 To allow and permit the Promoter the following rights and authorities:-

- 1.28.1 The Promoter shall at all times also be entitled to put or allow anyone to put the name of the Project and/or the name, design and/or logo of the Promoter and/or its associated group/brands at the Roof, façade, boundary and/or any other places in the Project by way of neon-sign, hoardings, signages, sign boards etc., and the Purchaser or the Association shall not be entitled to remove or block the same in any manner whatsoever or howsoever.
 - 1.28.2 The Promoter shall be entitled to negotiate with and enter upon contracts (on such terms and conditions as the Promoter in their sole discretion, may think fit and proper) with the Owners, suppliers and providers of facilities including but not limited to setting up telecom, data transmission, television, internet, transformer, compactor and any other facility primarily for the use of the Co-owners (but with possibility of outsiders being also provided services therefrom by the Owners/supplier/service provider) against applicable charges and terms and conditions therefor. The Promoter shall be entitled to put up or permit the putting up of antennae, towers, dish antenna, telecommunication and/or electronic equipments and devices and other related installations in respect of such facilities and/or services on the roof of the Buildings or any other part of the Project. If any consideration, rent, hiring charges etc., is receivable from any such Owners/suppliers/providers then any surplus arising upon excluding all costs, charges and expenses and all statutory taxes, levies, cess and outgoings in respect thereof shall be credited to pro-tanto subsidize meet the Common Expenses to that extent.
 - 1.28.3 The Promoter shall at their sole discretion be entitled to provide separate entrances and other facilities to the Co-owners of different blocks or use groups and to identify and demarcate separate pathways for them respectively and for that to divide the ground floor area and/or any portion of the Buildings in such manner as the Promoter may deem fit and proper.
- 1.29 The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
- 1.29.1 Property tax and/or Municipal rates and taxes and water tax, (if any,) assessed on or in respect of the Designated Apartment directly to the Kolkata Municipal Corporation, BLLRO, and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
 - 1.29.2 All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Apartment or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same

relates to the Designated Apartment and proportionately in case the same relates to the Building or the said Land or any part thereof.

- 1.29.3 Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
 - 1.29.4 Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Apartment, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
 - 1.29.5 Proportionate share of all Common Expenses to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Rs.2.50 (Rupees two and paise fifty) only per Square foot per month of the Unit Area for CAM being _____ square feet more or less. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.
 - 1.29.6 In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @ _____ per annum to be increased every three years by 10% (ten percent) of the amount then payable. It is clarified that the Parking facility maintenance charges are fixed accordingly to the category of Parking Facility allotted to the Purchaser
 - 1.29.7 Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
 - 1.29.8 All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 1.30 All payments to be made by the Purchaser shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box earmarked for the Designated Apartment Provided That any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default.

- 1.31 The maintenance charges does not include any payment or contribution towards the major repair, replacement, reinstatement etc., of the Common Areas and the Purchaser shall be bound to pay proportionate share of all expenses on account of such major repair, replacement, reinstatement etc., as be demanded by the Maintenance-In-Charge from time to time. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the Common Expenses by the Purchaser.
- 1.32 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the expiry of notice period of the intimation given to the Purchaser to take possession.
- 1.33 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges or any other amounts payable by the Purchaser under these presents and/or in observing and performing the House Rules then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in-charge, interest at the rate of 1.25% (one decimal two five percent) per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to withhold and stop all utilities and facilities (including electricity, lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Apartment.
- 1.34 The Purchaser shall be and remain responsible for and to indemnify the Owners, the Promoter and the Association against all damages costs claims demands and proceedings occasioned to the premises or any other part of the Buildings or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Owners and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Owners and/or the Promoter as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

SCHEDULE E-2

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

- 1 **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project including Common Unit, Club, MLCP, lifts, generators, intercom, CCTV, water pump with motors, electricals and solar plant, , Club related equipments and also the Parking Spaces and all adjoining side spaces and all related gutters and pipes for all purposes, drains and cables and wires, equipments and accessories, machinery, tools and tackles etc..

- 2 **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas and also the Parking Spaces
- 3 **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- 4 **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- 5 **TAXES / Fees:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises including all statutory outgoings (save those assessed separately in respect of any unit).
- 6 **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 7 **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- 8 **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 9 **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces including MLCP and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- 10 **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Owners, the Promoter, the Association for the common purposes.