

DRAFT FOR APPROVAL

CONVEYANCE DEED

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

By and Between

VENDORS¹:

(1) UTSAV VINIMAY PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having PAN AAACU8248B and its Registered Office at 4th Floor, 14,Netaji Subhas Road, Kolkata - 700001, Police Station Hare Street, **(2) GODBALAJI MERCHANTS PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having PANAACCG5928Q and its Registered Office at 4th Floor, 14,Netaji Subhas Road, Kolkata-700001, Police Station Hare Street, **(3) HARAPARBATI COMMERCIAL PRIVATE LIMITED** a

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

Company incorporated under the Companies Act, 1956 having PAN AABCH7019J and its Registered Office at 4th Floor, 14, Netaji Subhas Road, Kolkata - 700001, Police Station Hare Street, **(4) MINTOO GARMENTS PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having PAN AACCM3146Q and its Registered Office at 4th Floor, 14, Netaji Subhas Road, Kolkata - 700001, Police Station Hare Street, **(5) BARSAT VANIJYA PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having PAN AACCB8666Q and its Registered Office at 4th Floor, 14, Netaji Subhas Road, Kolkata - 700001, Police Station Hare Street, **(6) GANESHYAM TRADERS PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having PAN AACCG5998C and its Registered Office at 4th Floor, 14, Netaji Subhas Road, Kolkata - 700001, Police Station Hare Street, **(7) NANU TRADECOM PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having PAN AACCN3273F and its Registered Office at 17, Ganesh Chandra Avenue, Kolkata - 700013, Police Station Bow Bazar, **(8) ATTRIBUTE BUILD WORTH PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having PAN AALCA0701C and its Registered Office at 17, Ganesh Chandra Avenue, Kolkata - 700013, Police Station Bow Bazar **(9) SINGLE POINT COMMOSALE PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having PAN AAQCS0064B and its Registered Office at 3rd Floor, 17, Ganesh Chandra Avenue, Kolkata - 700013, Police Station Bow Bazar **(10) SINGLE POINT AGENCIES PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956 having PAN AAQCS0062H and its Registered Office at 3rd Floor, 17, Ganesh Chandra Avenue, Kolkata - 700013, Police Station Bow Bazar, **(11) SINGLE POINT MERCHANTS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having PAN AAQCS0059Q and its Registered Office at 3rd Floor, 17, Ganesh Chandra Avenue, Kolkata - 700013, Police Station Bow Bazar, **and (12) SINGLE POINT SUPPLIERS PRIVATE LIMITED**, a Company incorporated under the Companies Act, 1956 having PAN AAQCS0071C and its Registered Office at 3rd Floor, 17, Ganesh Chandra Avenue, Kolkata - 700013, Police Station Bow Bazar hereinafter referred to as the **"Vendors"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their successors or successors-in-interest and assigns) of the **FIRST PART**;

AND

PURTI NANU CREATORS LLP, a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 17, Ganesh Chandra Avenue, Business Point, 3rd Floor, Kolkata-700013 and having PAN AAUFP1667J, represented by its Authorized Representative Mr. _____ (Aadhaar No. _____) authorized vide Board resolution dated _____;² hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

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

[If the Purchaser is a company]

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

[OR]

[If the Purchaser is a partnership]

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

[OR]

[If the Purchaser is an Individual]

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

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

[OR]

[If the Purchaser is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family 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)

of the **THIRD PART**.

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

AND

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

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

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

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

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

II. **WHEREAS:**

A. The Vendors became the absolute and lawful owner of lands admeasuring 99 Satak or 0.99 acre more or less situate lying at and being municipal holding No. AS/8/07/08/05 Block B within Bidhannagar Municipal Corporation (previously municipal holding No. RGM-8/07, BI-B, Dashadrone within Rajarhat Gopalpur Municipality) comprised in entire R.S. and L.R. Dag No. 209 recorded in L.R. Khatian Nos. 2946 to 2957, in Mouza Dashadrone (also known as Dasdron), J. L. No. 4 under Police Station Baguiati (formerly Airport and theretofore Rajarhat), in the District of North 24 Parganas 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 20th September 2018 and registered with Additional Registrar of Assurances-IV, Kolkata in Book - I, Volume No. 1904-2018, Pages 403106 to 403161, Deed No. 190410478, for the year 2018

- 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 Purti Aqua 2 ("**Project**").
- C.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartments and buildings from Kolkata Municipal Corporation and has constructed the Project.
- D.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____.
- E.** By Agreement for Sale dated _____ ("**Agreement**"), the Promoter and the Vendors agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** apartment no. _____ having carpet area of _____ square feet, 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**). The Vendors have already received the entire consideration from the Promoter in respect of the Land and have agreed to sell the pro rata undivided share in the Land to the nominees of the Promoter the consideration for which shall be apportioned out of the total consideration received by the Vendors from the Promoter;
- F.** The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- G.** As per Section 17 of the Act, the Promoter is, inter alia, required to execute a registered conveyance deed in favour of the Purchaser alongwith the undivided proportionate title in the common areas to the Association. Accordingly and for other purposes connected with the Association, the Association is made a party to this Conveyance Deed.
- H.** The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

III NOW THIS INDENTURE WITNESSETH that in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____ (Rupees _____) only by the Purchaser to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the reimbursement of the consideration paid by the Promoter to the Vendors to

the extent apportioned towards the proportionate share in the Land attributable to the Designated Apartment and of and from the payment of the same and every part thereof the Vendors and the Promoter do hereby forever release discharge and acquit the Purchaser and the Designated Apartment and its appurtenances) the Promoter and the Vendors do hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Designated Apartment being 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 to the Association undivided proportionate title to the said Land attributable to the Designated Apartment and the Vendors and the Promoter do hereby sell and transfer to the Association undivided proportionate title to the other Common Areas absolutely.

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

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

and things whatsoever for further better and more perfectly assuring the Designated Apartment hereby sold and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

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

1. The Promoter agrees and acknowledges, the Purchaser shall have the right to the Designated Apartment as mentioned below.
 - (i) The Purchaser shall have exclusive ownership of the Designated Apartment.
 - (ii) Pursuant to Section 17 of the said Act and at the instance of the Purchaser, the Association has been conveyed the undivided proportionate share in the Common Areas.
 - (iii) the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Promoter has handed over the Common areas to the Association.
2. SINGLE UNIT: The Purchaser agrees that the Designated Apartment along with _____ parking if any shall be treated as a single indivisible unit for all purposes.
3. INDEPENDENT PROJECT: It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities as per Schedule E shall be available only for use and enjoyment of the Co-owners of the Project.
4. COMPLIANCE OF LAWS RELATING TO REMITTANCES: The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.
5. CONSTRUCTION OF THE PROJECT / APARTMENT: The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and

workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.

6. POSSESSION OF THE DESIGNATED APARTMENT: 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 outgoing before transferring the physical possession of the Designated Apartment to the Purchaser, which it has collected from the Purchaser, for the payment of outgoing (including those mentioned in the Agreement), to the satisfaction of the Purchaser and further the Promoter has duly paid the governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, and other outgoing, whatsoever, payable with respect to the said project to the competent Authorities till the period it was required to do and they hereby acquit and discharge the Promoter from any further obligation or liability in this behalf.
9. MAINTENANCE OF THE BUILDING / 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 PURTI AQUA 2 are ear-marked for purposes such as parking spaces and services including but not limited to, transformer, DG set, underground water tanks, Pump 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 tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
 - 13.2. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser shall not store any hazardous or combustible goods in the Designated Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall including the outer and load bearing wall of the Designated Apartment.
 - 13.3. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association 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 the Agreement unless the same are capable of having been agreed by the parties and/or consented to by the Purchaser shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
19. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** 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 _____
22. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
23. 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.
24. 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** piece or parcel of land containing an area of 99 Satak or 0.99 acre more or less and upon actual survey and measurement found to contain an area of 98.690 satak or 0.98690 acre situate lying at and being municipal holding No. AS/8/07/08/05 Block B within Bidhannagar Municipal Corporation (previously municipal holding No. RGM-8/07, BI-B, Dashadrone within Rajarhat Gopalpur Municipality) comprised in entire R.S. and L.R. Dag No. 209 (formerly C.S. Dag No. 201) recorded in L.R. Khatian Nos. 2946 to 2957, in Mouza Dashadrone (also known as Dasdron), J. L. No. 4 under Police Station Baguiati (formerly Airport theretofore Rajarhat), in the District of North 24 Parganas butted and bounded as follows:-
 - (i) On the North : By R.S. Dag No. 206;
 - (ii) On the South : Partly by R.S. Dag No. 210 and partly by 25 feet wide Passage;
 - (iii) On the East : By R.S. Dag No. 211;
 - (iv) On the West : Partly by each of R.S. Dag Nos.207 and 208.

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

SCHEDULE A-1

CHAIN OF TITLE:

1. One Khetro Gopal Roy (also known as Kshetra Gopal Roy) and one Gopi Jiban Roy were the full and absolute owners of ALL THAT the said Land
2. By a Deed of Exchange dated 28th September 1956 made between Khetro Gopal Roy as the First Party and Gopi Jiban Roy as the Second Party and registered with District Registrar of 24-Parganas in Book I Volume No. 83 Pages 241 to 244 Being No. 4802 for the year 1956, the said Khetro Gopal Roy conveyed and transferred unto and to the said Gopi Jiban Roy, amongst other properties, All That his entire one-half part or share of and in the said Land, absolutely and forever.
3. By a Sale Deed dated 25th November 1959 and registered with Sub-Registrar, Cossipore Dum Dum in Book No. I, Volume No. 118 Pages 1 to 3 Being No. 7974 for the year 1959, the said Gopi Jiban Roy for the consideration therein mentioned sold conveyed and transferred unto and to one Jalad Baran Daw and Nriya Gopal Dey All That the said Land, absolutely and forever.
4. By a Sale Deed dated 25th February 1966 and registered with Sub-Registrar, Cossipore, Dum Dum in Book No. I, Volume No. 41 Pages 1 to 6 Being No. 1744 for the year 1966, the said Jalad Baran Daw and Nriya Gopal Dey for the consideration therein mentioned

sold conveyed and transferred unto and to one Sheila Gupta All That the said Land, absolutely and forever.

5. By an Agreement dated 24th February 1968 made between the said Sheila Gupta of the One Part and one Shankar Ganguly of the Other Part and registered with the Sub Registrar Cossipore Dum Dum in Book I Volume No. 16 Pages 226 to 228 Being No. 1487 for the year 1968, it was mutually agreed by and between parties that the said Sheila Gupta shall have the perpetual right of ingress, egress, passage of men, materials and utilities from the public Road named Rajarhat Main Road by and through an internal road in common with the co-owner of C.S. Dag No. 202 (presently R.S. Dag and L.R. Dag No. 210). The said internal road is located in the southern and south-western edge of the said Land and hereinafter referred to as "the said Passage" which leads to the Main Road (Public Road).
6. By a sale deed 7th November 1970 and registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No. 165, Pages 245 to 251 being No. 4684 for the year 1970, the said Sheila Gupta for the consideration therein mentioned sold conveyed and transferred unto and to one Promod Kumar Agarwala and Benode Kumar Agarwala All That the said Land with the said perpetual right in the said Passage, absolutely and forever.
7. By a sale deed dated 25th May 1977 and registered with Sub-Registrar, Cossipore Dum Dum in Book No. I, Volume No. 68 Pages 247 to 257 Being No. 3335 for the year 1977, the said Promod Kumar Agarwala and Benode Kumar Agarwala for the consideration therein mentioned sold conveyed and transferred unto and to one Durga Devi Saraff All That the said Land with the said perpetual right in the said Passage, absolutely and forever.
8. By a sale deed dated 23rd February 1979 and registered with Sub-Registrar, Cossipore Dum Dum in Book No. I, Volume No. 38, Pages 84 to 92 Being No. 1312 for the year 1979, the said Durga Devi Saraff for the consideration therein mentioned sold conveyed and transferred unto and to one Adrish Basu (since deceased) All That the said Land with the said perpetual right in the said Passage, absolutely and forever.
9. The said Adrish Basu, died intestate on 19th September 2009 leaving him surviving his wife namely Geraldine Basu and one son namely Pritish Mario Basu (also known as Pritish Basu) and one daughter namely Ishani Maria Siller as his only heirs and legal representatives.
10. By a sale deed dated 28th April 2012 and registered with Additional Registrar of Assurances-II, Kolkata in Book I Volume No. 19 Pages 915 to 938 Being No. 5236 for the year 2012, one Filter Manufacturing Industries Private Limited for the consideration therein mentioned purchased All That the said Land with the said perpetual right in the said Passage, absolutely and forever.
11. The name of the Filter Manufacturing Industries Private Limited was recorded as Raiyat in the Records of Rights published under the West Bengal Land Reforms Act, 1955

under L.R. Khatian No.2788 and was also mutated in the Rajarhat Gopalpur Municipality in respect of the said Land in respect of Holding No.RGM 8/07 BL-B, Dashadrone (presently municipal holding No. AS/8/07/08/05 Block B within Bidhannagar Municipal Corporation).

1. |
19. By an Indenture of Conveyance dated 25th April 2016 made between Filter Manufacturing Industries Private Limited therein referred to as the First Vendor, Prithvi Mario Basu and Priyanka Basu therein referred to as the Second Vendor and Ishani Maria Siller therein referred to as the Third Vendor and the Vendors hereto therein referred to as the Purchaser and registered with the Additional Registrar of Assurances-IV, Kolkata in Book I Volume No. 1904-2016 Pages 144623 to 144668 Being No. 190403929 for the year 2016, the **Vendors to the said Indenture of Conveyance dated 25th April 2016** for the consideration therein mentioned sold conveyed and transferred unto and to the Vendors hereto All That the said Land absolutely and forever.
20. 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. 2946 to 2957 in respect of the said Land and have also caused to be mutated their name in the records of the Bidhannagar Municipal Corporation under municipal holding No. AS/8/07/08/05 Block B within Bidhannagar Municipal Corporation.
21. The Vendors have on 5th April 2017 obtained conversion of the character of land to bastu or housing in respect of the said Land under Section 4C of the West Bengal Land Reforms Act, 1955
22. The Vendors in common decided to carry out integrated development of the said Land through a real estate developer and pursuant to the said decision the Vendors 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 20th September 2018.
23. Under and in terms of the Development Agreement the Vendors and the Promoter inter alia, agreed to share the price receivable from sale of any Apartment and other saleable areas in the ratio of 40% (forty percent) to the Vendors and 60% (sixty 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 Vendors and the Promoter shall pay to the Vendors the share of the Vendors in the same **as and by way of land cost and in the manner** as provided for **in the Development Agreement**.

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

1. DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context:
 - (i) "this Deed" shall mean this Deed and Schedules all read together.
 - (ii) "Co-owners" shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the respective Vendors and/or Promoter;
 - (iii) "sanctioned plan" shall mean the plan sanctioned by the Bidhannagar Municipal Corporation vide sanction Plan No. BMC/BPN/RG/166/17/17-18 dated 5th July 2018 and include the **modification**/addition/alteration plan dated _____.
 - (iv) "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;
 - (v) "Common Purposes" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas in common
 - (vi) Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - (vii) 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. It has been agreed under the Development Agreement that in the Project at the said Land the areas pertaining to (a) Yoga and Meditation Space, (b) Multipurpose T.V. lounge and (c) Space for Toddlers all located at portions of the ground floor of Block Breeze and the areas pertaining to indoor Play zone located at portion of the ground floor of Block Mist (hereinafter collectively referred to as "the **Additional P&U Facilities**") are proposed to be transferred by the Promoter to an interested person or agency on an independent basis upon making the following stipulations:

- (i) That such person/agency shall allow the use of the Additional P&U Facilities to the residents of the Project at the subject property against payment of additional monthly facility charges in respect thereof. Such facility charges shall for the residents of the Project not exceed Rs.0.25p (twenty-five paise) per Square feet of the carpet area of the Units.
 - (ii) That such person/agency shall also be entitled to grant the Additional P&U Facilities to residents of adjoining building complexes against such charges and on such terms and conditions as such person/agency may decide.
- 4. The Allottee is agreeable to avail the Additional P&U Facilities and to abide the rules and regulations that may be applicable in respect thereof and to bear the charges as may be made applicable thereof.
- 5. The Vendors have already caused to be completed a separate building complex and named it "Purti Aqua" which is adjacent to the said Land. While dealing with the several units and other transferable areas in such adjacent complex, the Vendors have reserved the right to allow the Transferees of the Project at the said Land to use (a) the Swimming Pool, (b) Community Hall and (c) Gymnasium (hereinafter collectively referred to as "**Adjoining Complex Extra Facilities**") forming part of the adjoining complex against payment of the maintenance charges and other proportionate cost of management, maintenance, repair, replacement and up keep of the same and on being offered, the Allottee has agreed to avail the use of such facilities and to comply with the rules, regulations and restriction applicable thereto and pay a monthly sum of Rs. _____ (Rupees _____) per Square feet of the carpet area of the Designated Apartment as charges therefor. The said minimum rate 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 services provided.
- 6. The Project shall bear the name "Purti Aqua 2" or such other name as be decided by the Promoter from time to time. 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 Block __ of the Project at the said Land.
2. PARKING: _____
3. OPEN TERRACE: _____

SCHEDULE 'C' - FLOOR PLAN OF THE APARTMENT

SCHEDULE D –EASEMENTS:

(Easements Granted to the Purchaser)

- A. The Purchaser shall be entitled to the easements, quasi-easements 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:

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

- (i) Staircases, landings and passage with stair-cover on the ultimate roof.
- (ii) Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lift of the said Building.
- (iii) Lift with all machineries accessories and equipments (including the lift machine room **if any**) and lift well for installing the same in the said Building.
- (iv) Electrical installations with main switch and meter and space required therefore in the Building
- (v) Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
- (vi) Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
- (vii) Common **ultimate** Roof
- (viii) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of any individual building.

1.2.Common Areas at the Project:

- (ix) Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed (and if installed then at extra costs as specified herein).
- (x) Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
- (xi) Municipal Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
- (xii) Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
- (xiii) DG Set, its panels, accessories and wirings and space for installation of the same.

(xiv) Intercom with CCTV.

(xv) Such other areas, installations and/or facilities as the Vendors may from time to time specify to form part of the Common Areas of the Building Complex

SCHEDULE E-1

(HOUSE RULES)

1. HOUSE RULES: The Purchaser binds himself and covenants to abide by the following rules, regulations and restrictions ("House Rules"):
 1. to use the Designated Apartment only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Apartment or any activity which may cause nuisance or annoyance to the Co-owners.
 2. that unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule A hereinabove written ("Parking Facility"), the Allottee 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 Allottee has applied for and has been allotted parking facility, the same shall be subject to the following conditions:-
 - (i) The Allottee shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) the Allottee shall not park any motor car, two wheeler or any other vehicle at any other 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;;
 - (iii) the Allottee shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
 - (iv) No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever.
 - (v) The Allottee shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (vi) The Allottee 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 Allottee may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (vii) This right to use car parking space does not confer any right of ownership of the space on which such parking facility is provided.

- (viii) In case due to any legislation, rule, bye-law or order, the individual exclusive Parking Facility is not permissible, then the facility of parking agreed to be granted to the Allottee hereunder shall be superceded by such legislation, rule, bye-law or order and for which the Allottee shall neither hold the Promoter and/or the Vendors liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Vendors.
 - (ix) The terms and conditions on the user of the Parking Facility as mentioned above or elsewhere stipulated in this agreement shall all be covenants running with the Parking Facility.
 - (x) Any use of the Mechanical Parking System by the allottee 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.
3. In case the Allottee has not been agreed to be granted any Parking Space, the Allottee 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
4. In case the Allottee is granted the exclusive right to use any Open Terrace as a right appurtenant to Designated Apartment, the right of the Allottee to use of such Open Terrace shall be subject to the following conditions:-:
- 4.1. 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
 - 4.2. 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
 - 4.3. not to allow or permit any leakage or seepage of water from the floor to any other portion of the said Building;
 - 4.4. The use of the Additional P&U Facilities and Adjoining Complex Extra Facilities and the Common Areas shall be done by the Allottee using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure and appoint agencies specializing in the relevant tasks. The Allottee shall not hold the Vendors or the Promoter or the person/agency liable in any manner for any accident or damage while enjoying any such facilities by the Allottee or his family members or any other person.

- 4.5. Fittings & Fixtures: Except those provided by the Promoter, all fitouts to be put-up, erected and installed at or inside the Designated Apartment including the interior decoration shall be done and completed by the Allottee at its own costs and expenses. In doing and carrying out the said fit out works, the Allottee shall be obliged to adhere to the following:
 - 4.5.1. All works shall be done and in a good and workman-like manner and without violating any laws, rules or regulations of the municipal, National Building Code and Fire rules and other authorities and with minimum noise and the Allottee shall ensure that no disturbance or annoyance to the other Co-owners;
 - 4.5.2. The Allottee shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and there shall be regular clearing of all debris arising out of the Fitout works;
 - 4.5.3. The Allottee hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Apartment.
- 4.6. 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.
- 4.7. 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
- 4.8. 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
- 4.9. 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.
- 4.10. not to sub-divide the Open Terrace in any manner.
5. In case the Allottee is granted any Servant Quarter as a right appurtenant to the Designated Apartment and so mentioned in _____ of the _____ hereunder written, the grant of such Servant Quarter shall be subject to the following conditions:

- 5.1. not to grant transfer let out or part with the use of Servant Quarter independent of the Designated Apartment nor vice versa, with the only exception being that the Allottee may transfer the Servant Quarter independent of the other to any other Co-owner of the Project and none else.
- 5.2. to use the Servant Quarter agreed to be granted hereunder only for the purpose of use of Servant in a decent and respectable manner and not for any immoral activity.
- 5.3. not to make any sort of construction, addition or alteration at the Servant Quarter or any part thereof.
6. Not to make any construction or addition or alteration or enclose any Common Areas nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.
7. Not to claim any access or user of any other portion of the Project except the Said Building and the Common Areas mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.
8. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment PROVIDED HOWEVER THAT nothing contained herein shall prevent the Allottee to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Allottee shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Allottee shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
9. To apply for and obtain at his own costs separate assessment and mutation of the Designated Apartment in the records of appropriate authority within 06 (six) months from the date of possession.
10. Not to partition or sub-divide the Designated Apartment nor to commit or permit to be committed any form of alteration or changes in the Designated Apartment or in the beams, columns, pillars of the Buildings 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.
11. Not to misuse or permit to be misused the water supply at the Designated Apartment.

12. not to close or permit the closing of verandahs or lounges or balconies or lobbies and common areas.
13. not to install or keep or operate any generator in the Designated Apartment or in the 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.
14. 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
15. not to allow the watchmen, driver, domestic servants or any other person employed by the Allottee or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden etc.
16. 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.
17. 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 Said Building 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 Allottee thereabout;
18. 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 Vendors and the Promoter and all other persons entitled thereto.
19. to install fire fighting and sensing system gadgets and equipments as required under law and shall keep the Designated Apartment free from all hazards relating to fire
20. 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 Said Building 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.
21. 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.

22. not to draw the electric lines/wires, television/DTH cables, broadband data cables and telephone cables to the Designated Apartment except only through the ducts and pipes provided therefor and further ensuring that no inconvenience is caused to the Vendor or to the other co-owners of the said Building. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of 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.
23. to allow the Maintenance In-charge, for the purpose of security, to restrict and regulate the entry of visitors into the Project. It being expressly understood that the internal security of the Designated Apartment shall always be the sole responsibility of the Allottee.
24. 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.
25. 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.
26. 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.
27. to maintain at his own costs, the Designated Apartment and the Balcony and Servant Quarter, if any, 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, Bidhannagar 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.
28. not to alter the outer elevation or façade or colour scheme of the Said Building (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 Said Building 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.
29. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.

30. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

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

- 1.1. To allow and permit the Promoter the following rights and authorities:-

- 1.1.1. 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.

- 1.1.2. 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.

- 1.1.3. 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.

- 1.2. The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-

- 1.2.1. Property Tax and/or Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Apartment and Appurtenances directly to the Bidhannagar 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 Allottee shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- 1.2.2. 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 Allottee or the Maintenance In-charge and the same shall be paid by the Allottee 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.
- 1.2.3. Electricity charges for electricity consumed in or relating to the Designated Apartment (including any applicable minimum charges and proportionate share of transmission loss).
- 1.2.4. Charges for water, and other utilities consumed by the Allottee 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.
- 1.2.5. 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 Allottee shall pay to the Maintenance In-charge, recurring monthly maintenance charges calculated @ Re. 3.00 (Rupees three) only per Square foot per month of the Unit Area for CAM being _____ square feet. The said minimum rate 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.
- 1.2.6. In case the Allottee has opted for the Parking Facility, the Allottee shall pay the Parking Facility Maintenance Charges calculated @Rs.600/- 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 Allottee

- 1.2.7. Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Allottee.
 - 1.2.8. Goods and Service Tax and any applicable tax, cess, imposition or levy in respect of any amounts and outgoings payable by the Allottee and also
 - 1.2.9. All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.

- 1.7. The Purchaser shall be and remain responsible for and to indemnify the Vendors, 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 Vendors and the Promoter against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors 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"):

- I. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Said Building and of the Project (including lifts, generators, intercom, water pump with motor, Parking Spaces, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said Building and/or the Project and/or the and related facilities and/or enjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Allottee in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas, the main entrance, passages, driveways, landings, staircases and other parts of the said Building and/or the Project so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- II. **OPERATIONAL :** All expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, electricity, light fittings etc.), Parking Spaces and also the costs of repairing, renovating and replacing the same.
- III. **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.
- IV. **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.
- V. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the Land (save those assessed separately in respect of any unit).

- VI. **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).
- VII. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
- VIII. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- IX. **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.
- X. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Association for the common purposes.