

DEED OF CONVEYANCE

This Deed of Conveyance ("Deed") made at [•] on this the [•] day of [•], 20__

By and Between

BENGAL AEROTROPOLIS PROJECTS LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 5 Gorky Terrace, 1st Floor, police station and post office – Shakespeare Sarani, Kolkata – 700 017, West Bengal, having PAN No. AADCB2504L and CIN No. U35303WB2007PLC117120, represented by [•] (Aadhar No. [•]), son of [•], by faith – [•], by occupation – [•], by nationality – Indian, working for gain at [•], having personal PAN No. [•], as authorised signatory, duly authorized *vide* board resolution dated [•], hereinafter referred to as the "**BAPL**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the **FIRST PART**;

AND

HYDRO POWER ENGG CONSTRUCTION COMPANY, a company registered under the Indian Partnership Act, 1932 with registration number-001709/2019, having its registered office at Village- Dubchururia P.O- Andal Gram P.S- Durgapur District- Burdwan Pincode- 713321 represented by its Partner [•] PAN [•], son of [•], by faith – [•], by occupation – [•], by nationality – Indian hereinafter referred to as the "**Developer**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

AND

MR./MS. [•] (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], *through his/her duly constituted power of attorney holder/guardian [•]

AND

****MR./MS.[•]** (Aadhar No. [•]), son/daughter/wife of [•], aged [•] years, by nationality [•], having his/her permanent residence at [•] and having PAN No. [•], *through his/her duly constituted power of attorney holder/guardian [•] (hereinafter [singly/ jointly] referred to as the "**Allottee**", which expression shall, unless excluded by the context or otherwise, include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.¹

OR

[•], a company incorporated under the provisions of the [Companies Act, 1913/Companies Act, 1956/Companies Act, 2013]*, with its registered office at [•] and having PAN No. [•] and CIN No. [•],

represented herein by Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], by nationality - Indian, aged [•] years, having PAN No. [•], duly authorized *vide* board resolution dated [•] (hereinafter referred to as the “**Allottee**”, 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 **THIRD PART**.

(* *strike off the description which is not applicable*)

OR

[•], a partnership firm/limited liability partnership registered under the [Indian Partnership Act, 1932/Limited Liability Partnership Act, 2008]*, having its principal place of business at [•] and having PAN No. [•], represented herein by its authorised partner Mr./Ms. [•] (Aadhar No. [•]), son/daughter of Mr./Ms. [•], Indian, aged [•] years, having PAN No. [•], duly authorized *vide* resolution dated [•] (hereinafter referred to as the “**Allottee**”, 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 the heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the **THIRD PART**.

(* *strike off the description which is not applicable*)

OR

MR. [•] (Aadhar No. [•]), son of Mr. [•], Indian, aged [•] years, having PAN No. [•], for self and as the Karta of the Hindu Joint Mitakshara Family known as [•] HUF, having its place of business/ residence at [•] and having PAN No. [•] (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

WHEREAS:

- I. The Government of West Bengal acquired all that piece and parcel of land admeasuring approximately 1822.59 (one thousand eight hundred and twenty two decimal point five nine) acres or thereabouts, lying and situated at District Burdwan, comprised within Mouzas – Amlouka, Patsaora, Khandra, Ukhra, Dakshinkhanda, Banguri, Andal, Arati and Tamla, West Bengal (hereinafter referred to as the “**Total Land**” and more particularly described in the **First Schedule** hereunder written);
- II. Pursuant to a joint venture agreement dated January 18, 2008, read with the first addendum dated October 26, 2009 to the said joint venture agreement and the second addendum dated September 14, 2013 to the said joint venture agreement (hereinafter collectively referred to as the “**JVDA**”) executed between the Promoter and West Bengal Industrial Development Corporation Limited (“**WBIDC**”), the Promoter has been granted leasehold rights by WBIDC, under various lease deeds in respect of the Total Land. WBIDC has demised and leased unto the Promoter, the Total Land for an initial term of 99 (ninety nine) years commencing from [•], with automatic renewal, subject to rent payable for a further period of 99 (ninety nine) years and on the terms and conditions contained therein;

- III. The Total Land has been granted to the Promoter for development of an aerotropolis project therein comprising an airport, an IT & industrial park, institutional area, township and a rehabilitation and EWS zone (“**Aerotropolis**”);
- IV. The Promoter has demarcated a portion of the Total Land within the Aerotropolis admeasuring an area of about 0.919 (zero point nine one nine) acres situated in Mouza Andal in police station Andal and District Paschim Burdwan (hereinafter referred to as the “**Said Land**”, more fully and particularly described in the **Second Schedule** written hereunder and delineated and demarcated in Annexure – A hereto). Leasehold rights in respect of the Said Land have been granted by WBIDC to the Promoter under a lease deed dated [•], registered under [•] in the office of [•] at [•] (the “**Lease Deed**”);
- V. The Said Land is earmarked for the purpose of building a commercial project comprising a G+2 storied single building and the said project shall be known as ‘**Aero-Plaza**’ (hereinafter referred to as the “**Project**”);
- VI. By a Development Agreement dated 7th August 2020 executed between Bengal Aerotropolis Projects Limited as the owner and Hydro Power Engg Construction Company as promoter and registered at the office of A.R.A-III, Kolkata and recorded in Book No. I, Volume No. 1903-2020 being deed no. 190303136 for the year 2020 in favour of Hydro Power Engg Construction Company to exercise the development rights granted under this development agreement
- VII. The Promoter has obtained the sanctioned plan bearing Ref No. _____ dated _____, layout plan, specifications and approvals for the Project and also for the Commercial Unit (as hereinafter defined) from the _____;
- VIII. The promoter has been granted the commencement certificate to develop the Project vide approval dated _____ bearing registration no. _____;
- IX. The Promoter registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____;
- X. The Promoter is fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land, on which the Project have been constructed, have been completed;
- XI. The Purchaser had applied for an Commercial Unit in the Project and pursuant thereto has been allotted Commercial Unit no. _____ having Carpet Area of _____ square feet, built up area of _____ square feet and super built up area of _____ square feet, on the _____ floor in the building (“**Building**”), [and along with _____ car parking bearing parking number _____ admeasuring _____ square feet in [insert location of car parking]]², as permissible under Applicable Law and a *pro rata* share in the Common Areas (hereinafter collectively referred to as the “**Commercial Unit**”, as more fully and particularly described in the **Third Schedule** written hereunder, with the floor plan of the Commercial Unit annexed hereto as Annexure
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– B), on the terms and conditions contained in the allotment letter dated [•] and/or any subsequent modifications thereto;

- XII. Pursuant thereto the Parties executed an agreement for sale dated _____ for the said Commercial Unit (“AFS”), on the terms and conditions set out therein and in accordance with Applicable Laws. The said AFS has been registered in the office of [•] in Book No. [•], CD Volume No. _____, Pages _____ to _____, being No. _____ for the year _____;
- XIII. By a memo bearing reference no. _____ dated _____ the [*name of the concerned competent authority to be inserted*] granted a completion certificate under Applicable Laws in respect of the Project;
- XIV. Pursuant to receipt of the completion certificate, the Promoter has issued a possession notice dated _____ to the Purchaser in compliance with the provisions of the AFS, and the Purchaser being in compliance with the provisions of the AFS and paying all amounts due with respect to the Commercial Unit in accordance with the terms thereof, the Parties have now agreed to execute this Deed;
- XV. On or before execution of this Deed, the Purchaser has examined or has caused to be examined the following and the Purchaser has fully satisfied himself/itself as to:
- (a) the floor plan, area and other dimensions and specifications of the Commercial Unit;
 - (b) the layout plan and sanctioned plan of the Aerotropolis and the Project;
 - (c) the workmanship and materials used in construction of the Project;
 - (d) the amenities, facilities and Common Areas of the Project and the Aerotropolis; and
 - (e) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Deed is being executed;
- and the Purchaser has further agreed, represented and undertaken, not to raise any objection and/ or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;
- XVI. The Parties have gone through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein; and
- XVII. Based on the representations and other covenants by the Purchaser, the Promoter hereby executes this Deed in favour of the Purchaser on the terms and conditions as set forth herein.

NOW THEREFORE THIS DEED OF CONVEYANCE WITNESSES AS FOLLOWS:

1. Definitions and Interpretation

1.1 Definitions

In addition to the terms separately defined in this Deed the following terms, words and expressions shall, unless the context otherwise requires, have the respective meanings assigned to them herein:

“**Aerotropolis**” shall have the meaning ascribed to such term in Recital III of this Deed;

“AFS” shall have the meaning ascribed to such term in Recital XII of this Deed;

“Commercial Unit” shall have the meaning ascribed to such term in Recital XI of this Deed and which is more fully and particularly described in the **Third Schedule** written hereunder and delineated and demarcated in Annexure – B hereto;

“Applicable Laws” shall mean and include all applicable laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, orders, binding actions etc. of any governmental authority, tribunal, board, court, as updated or revised or amended from time to time, as applicable to the Project and the Aerotropolis;

“Association” shall have the meaning ascribed to such term in Clause 5.1 of this Deed;

“Building” shall have the meaning ascribed to such term in Recital XI of this Deed;

“Carpet Area” shall mean the net usable floor area of an Commercial Unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Commercial Unit;

“Co-Buyers” or “Co-Occupiers” shall mean person or persons, who has/have purchased and/or is owning or occupying a commercial unit in the Project, or a residential or commercial unit or a parcel of land in the Aerotropolis, or any part thereof, as the case may be and shall include personnel of the Promoter or the Property Management Agency or the Association or the TMC or any of their respective sub-contractors, who are residing within the premises of the Project or the Aerotropolis;

“Common Areas” shall mean the common areas of the Project, which are more fully and particularly described in the **Fourth Schedule** hereunder written;

“Common Charges and Expenses” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Common Areas, including but not limited to the charges and expenses listed out in **Part A of the Fifth Schedule** written hereunder and which would to be shared proportionately between the Co-Buyers/Co-Occupiers of the Project;

“Corpus Deposit” shall have the meaning ascribed to such term in Clause 5.4 of this Deed;

“Deed” shall mean this deed of conveyance including any schedules and annexures attached hereto or incorporated herein by reference;

“GCITA” shall mean the Golden City Industrial Township Authority;

“JVDA” shall have the meaning ascribed to such term in Recital II of this Deed;

“Lease Deed” shall have the meaning ascribed to such term in Recital IV of this Deed;

“Outgoings” shall have the meaning ascribed to such term in Clause 4.8 of this Deed;

“Possession Date” shall have the meaning ascribed to such term in Clause 4.1 of this Deed;

“Project” shall have the meaning ascribed to such term in Recital V of this Deed;

“Property Management Agency” shall have the meaning ascribed to such term in Clause 5.8 of this Deed;

“Said Land” shall have the meaning ascribed to such term in Recital IV of this Deed and which is more fully and particularly described in the **Second Schedule** written hereunder and delineated and demarcated in Annexure – A hereto;

“Schedule” shall mean a schedule of this Deed;

“Specified Township Facilities” shall mean all such facilities as may be provided within the Aerotropolis by the Promoter (which are not reserved for the specific use of any particular project within the Aerotropolis or the Promoter or its nominee) at its sole discretion for the use of the Co-Buyers / Co-Occupiers of the Aerotropolis and/or general public;

“Total Land” shall have the meaning ascribed to such term in Recital I of this Deed;

“Township Maintenance Charges” shall mean the costs, expenses and charges related to maintenance, management, upkeep of the Specified Township Facilities of the Aerotropolis, including but not limited to, those listed out in **Part B** of the **Fifth Schedule** written hereunder and which shall be shared proportionately between the Co-Buyers / Co-Occupiers of the Aerotropolis;

“TMC” shall have the meaning ascribed to such term in Clause 5.7 of this Deed;

“Unit(s)” shall mean individual saleable/transferable unit capable of separate independent use and occupation and which are part of the Project constructed and developed on the Said Land; and

“WBIDC” shall mean West Bengal Industrial Development Corporation Limited.

1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) headings are not to be considered as part of this Deed and they have been solely inserted for convenience and reference purposes and shall not affect the construction/interpretation of this Deed;
- (b) words importing the singular include the plural and *vice versa*, and word importing a gender include each of the masculine, feminine and neutral gender;
- (c) reference to any enactment, whether general or specific, shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, permissions or directions at any time issued under it;

- (d) in the event of any inconsistency between the clauses of this Deed and the schedules hereto, the clauses of this Deed shall prevail;
- (e) a reference to any agreement or document, is a reference to that agreement or document and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, renewed or extended, from time to time, in accordance with the terms thereof;
- (f) the word “*person*” shall mean any individual, partnership, firm, corporation, joint venture, association, trust, unincorporated organization or other similar organization or any other entity and wherever relevant shall include their respective successors and assigns and in case of an individual shall include his legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being;
- (g) the term “*or*” shall not be exclusive, the terms “*herein*”, “*hereof*”, “*hereto*” and “*hereunder*” and other terms of similar import shall refer to this Deed as a whole and not merely to the specific provision where such terms may appear and the terms “*including*” and “*include*” shall be construed without limitation; and
- (h) it is clarified that this Deed shall supersede and/or shall have overriding effect on any other documents executed prior to the date of this Deed.

2. In pursuance of the aforesaid **AND** in consideration of the sum of INR _____ (Indian Rupees _____) paid by the Purchaser to the Promoter at or before the execution of these presents, the receipt whereof the Promoter doth hereby admit and acknowledge by the instant clause and also by a memorandum of consideration hereunder written and further in consideration of the Purchaser agreeing and undertaking to observe and perform the terms, conditions, covenants, restrictions and obligations including but not limited to those mentioned in the **Sixth Schedule** hereunder, the Promoter does hereby acquit, release and discharge the Purchaser, and the Promoter does hereby grant, sell, transfer, convey, assure and assign in favour of the Purchaser, the Commercial Unit (as more fully and particularly described in the **Third Schedule** written hereunder, with the floor plan of the Commercial Unit annexed hereto as Annexure – B) **TOGETHER WITH** the right to use the Specified Township Facilities **SUBJECT TO** the terms, conditions, and provisions contained herein but otherwise free from all encumbrances, charges, liens, lispence, trusts, execution and attachment proceedings **AND** all the estate, right, title, claim, interest, demand of the Promoter into or upon the Commercial Unit **TO HAVE AND HOLD** the Commercial Unit hereby sold, transferred, granted, conveyed, assigned and assured or intended to be and every part or portion thereof, to or unto the use of the Purchaser absolutely and forever but at all times **SUBJECT TO** the payment in perpetuity of the proportionate share of the Common Charges and Expenses including but not limited to the common expenses mentioned in **Part A of the Fifth Schedule**, and also proportionate share of the Township Maintenance Charges mentioned in **Part B of the Fifth Schedule**, and all other Outgoings now chargeable upon or which become payable hereafter in respect of or in connection with the said Commercial Unit wholly and the Common Areas and the Aerotropolis proportionately, to the Promoter, the Association, the TMC or the Property Management Agency, as the case may be.

3. **THE PROMOTER HEREBY AGREES AND ACKNOWLEDGES AS FOLLOWS:**

- 3.1 That subject to the provisions of this Deed, the interest which the Promoter does hereby profess to transfer subsists and that the Promoter has full right, power and absolute authority to grant, sell, transfer, convey, assign and assure the Commercial Unit unto the Purchaser;
- 3.2 That subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, it shall be lawful for the Purchaser, from time to time and at all times hereafter, to enter into and to hold and enjoy the Commercial Unit and/or every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Promoter or any person or persons claiming through, under or in trust for it; and
- 3.3 That the Promoter shall, subject to the observance and performance of the terms and conditions, covenants, stipulations, restrictions and obligations contained herein by the Purchaser, from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchaser, make, do, acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds and things whatsoever for further, better or more perfectly and absolutely assuring the Commercial Unit unto the Purchaser.

4. **THE PURCHASER, WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER'S HANDS THE COMMERCIAL UNIT MAY COME, HEREBY COVENANTS AND AGREES WITH THE PROMOTER AS FOLLOWS:**

- 4.1 That the Promoter [has already given the delivery of vacant, peaceful, satisfactory and acceptable possession of the Commercial Unit / shall simultaneously with the execution of this Deed give delivery of vacant, peaceful, satisfactory and acceptable possession of the Commercial Unit]³ (hereinafter referred to as the "**Possession Date**") to the Purchaser, which the Purchaser hereby admits, acknowledges and accepts;
- 4.2 That the Purchaser shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Purchaser herein, including but not limited to those mentioned in the **Sixth Schedule** hereunder written. The Parties hereby expressly agree that this Deed is being executed by the Promoter on the understanding that the covenants contained in this Deed shall be strictly adhered to and performed by the Purchaser. The Purchaser further agrees, confirms, declares and undertakes that considering the size and scale of the Project and the Aerotropolis, the terms and conditions as set forth herein are necessary and reasonable in order to protect the interest and rights of all the Co-Buyers and/or Co-Occupiers of the Aerotropolis;
- 4.3 That since the share /interest of the Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other Co-Buyers and/or Co-Occupiers of the Project, maintenance staff, etc. without causing any inconvenience or hindrance to them;
- 4.4 That the Purchaser's right at all times shall be limited to the Commercial Unit, and the Purchaser shall neither have nor claim any manner of right, title and/or interest over or in

respect of any other part or portion of any other areas, i.e. areas and facilities falling outside the Project, save and except the right to use and enjoy the Specified Township Facilities that are made available by the Promoter at its sole and absolute discretion for the common use of the Co-Buyers or Co-Occupiers of the Aerotropolis, and namely the remaining part and portion of the Aerotropolis shall not form a part of the declaration to be filed with the concerned competent authority in accordance with Applicable Laws;

- 4.5 That, on and from the Possession Date, the Purchaser shall at all times make timely payment of the proportionate Common Charges and Expenses and the proportionate Township Maintenance Charges to the Promoter, Association, TMC or the Property Management Agency, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter, the Association, the TMC or the Property Management Agency, as the case may be, failing which the Promoter, the Association, TMC or the Property Management Agency, as the case may be, shall be entitled to take such action as it may deem fit;
- 4.6 That the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Project and the Township Maintenance Charges shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Aerotropolis, in such manner as may be decided by the Promoter, the TMC, the Association or the Property Management Agency, as the case be, from time to time in this regard;
- 4.7 That the Purchaser shall have the right to use the Specified Township Facilities in common with the Co-Buyers and/or Co-Occupiers of the Aerotropolis. The right of the Purchaser to use the Common Areas and the Specified Township Facilities shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses and the Township Maintenance Charges as determined and thereafter billed by the Promoter or the Association or the TMC or the Property Management Agency, as the case maybe, and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the Promoter or the Association or the TMC or the Property Management Agency, as the case maybe, from time to time;
- 4.8 That the Purchaser shall bear and pay all the municipal taxes, rates, levies, surcharge, lease rent, deposits including security deposits, assessments together with interest thereon and all other outgoings (hereinafter referred to as “**Outgoings**”) related to the Commercial Unit on and from the Possession Date. However, so long as the Commercial Unit is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Purchaser shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Commercial Unit to the Promoter, TMC, Association or the Property Management Agency, as the case may be. Further, on and from the Possession Date, the Purchaser shall be liable to pay proportionately all Outgoings for the Common Areas and the Specified Township Facilities on the basis of bills to be raised by the Promoter, Association, TMC or the Property Management Agency, as the case may be, such bills being conclusive proof of the liability of the Purchaser in respect thereof;
- 4.9 That the Purchaser shall be solely liable to pay the transfer fee imposed by WBIDC for sale of the Commercial Unit by the Promoter to the Purchaser. Such transfer fee shall be directly paid by the Purchaser to WBIDC, in addition to the total price payable for the Commercial Unit.

- 4.10 That the Purchaser shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the relevant Unit in the records of the concerned authorities within a period of three (3) months and shall keep the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoter due to non-fulfilment and/or non-observance of this obligation by the Purchaser;
- 4.11 That the Purchaser has fully understood that the Aerotropolis being constructed and/or developed in phases and that any plans for the Aerotropolis (other than for the Project) that have been presented to the Purchaser by the Promoter are tentative and subject to change at the absolute discretion of the Promoter. The Purchaser hereby agrees and undertakes that the Promoter or its nominees shall be at liberty at all times to construct the remaining parts and portions of the Aerotropolis, including for providing any services, facilities or utilities to the residents of the other projects of the Aerotropolis, in the manner determined by the Promoter or its nominees at its/their absolute discretion and the Purchaser shall absolutely be precluded from causing and will not cause any obstructions, obstacles, impediments, hindrances or object in any manner and/or of any nature whatsoever to such constructions and/or development of the remaining parts and portions of the Aerotropolis;
- 4.12 That the Commercial Unit along with _____ car parking shall be treated as a single indivisible unit for all purposes;
- 4.13 That the Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies) with respect to the Commercial Unit;
- 4.14 That the Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter, the Association and/or the Property Management Agency;
- 4.15 That, wherever in this Deed it is stipulated that the Purchaser has to make any payment, in common with other Co-Buyers in the Project, the same shall be the proportion which the Carpet Area of the Commercial Unit bears to the total Carpet Area of all the Commercial Units in the Project;
- 4.16 That the Purchaser has granted and shall be deemed to have granted to the Promoter, the TMC, Association, the Property Management Agency and the Co-Buyers and/or Co-Occupiers of the Aerotropolis and all their successors-in-interest/title unfettered and perpetual easements over, under and above all Common Areas;
- 4.17 That the Purchaser agrees that the Promoter, TMC, the Association and the Property Management Agency, shall have the right of unrestricted access to all Common Areas, garages/ parking spaces and other areas of the Project, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works, either over-ground or under-ground, required for the Project and/or the Aerotropolis, as the case may be, and the Purchaser agrees to permit the Promoter, the Association, TMC and the Property Management Agency, to enter into the Commercial Unit 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; and

- 4.18 That the Purchaser hereby accepts, confirms and declares that the covenants of the Purchaser as contained in this Deed shall (A) run perpetually; and (B) bind the Purchaser and his/its successors-in-title or interest and that the Purchaser shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Deed.

5. **FORMATION OF ASSOCIATION; MANAGEMENT AND MAINTENANCE OF THE PROJECT**

- 5.1 The Promoter shall, in accordance with Applicable Laws, call upon the respective Commercial Unit owners of the Project to form an association ("**Association**"), and it shall be incumbent upon the Purchaser to join the Association as a member and for this purpose the Purchaser shall also from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Purchaser shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association. The Purchaser shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for *inter alia* formation of the Association, transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Purchaser hereby authorizes the Promoter to take all necessary steps in this connection on his/her/their/its behalf, and further the Purchaser shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association. It shall be incumbent upon the Purchaser, in common with the other purchasers of Units in the Project to take over the affairs of the Association, and through such Association to take over maintenance of the Project, and the Purchaser, jointly with the other purchasers of Units in the Project, shall indemnify the Promoter in this respect.
- 5.2 Each Unit in the Project shall represent one (1) share, irrespective of the number of persons owning such Unit and irrespective of the same person owning more than one (1) Unit. Further, in the event a Unit is owned by more than one (1) person, then the person whose name first appears in the nomenclature of this Deed as the Purchaser shall only be entitled to become a member of the Association. In the event that the Purchaser is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Purchaser shall not be entitled to become a member of the Association.
- 5.3 Upon formation of the Association, the Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "**Handover Date**"). On and from the Handover Date, the Association shall *inter alia* become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc. to various authorities under Applicable Laws, as may from time to time have been procured/ obtained/ entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and save as otherwise provided herein, the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Purchaser and the Association shall keep each of the Promoter, the TMC and the Property Management Agency fully safe, harmless and indemnified in respect thereof.

- 5.4 The Purchaser acknowledges that as of the day of this Deed, the non-interest bearing security deposit of INR _____ (Indian Rupees _____) which was deposited with the Promoter by the Purchaser has been pooled into a corpus deposit ("**Corpus Deposit**"). The Purchaser further acknowledges that the Promoter shall be entitled to adjust/ deduct from such Corpus Deposit, all amounts remaining due and payable by the Purchaser and the several Co-Buyers of the Project to the Promoter, together with interest thereon. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Corpus Deposit due to the above adjustments.
- 5.5 In case of failure of the Purchaser to pay the Common Charges and Expenses and/or the Township Maintenance Charges, or any interest accrued thereon, on or before the due date, the Purchaser authorises the Promoter, the Property Management Agency, the TMC or the Association, as the case may be, to adjust such outstanding amounts from the Corpus Deposit. The Purchaser hereby agrees and undertakes to bear all taxes that may be levied on the Promoter or the Association or the TMC, as the case may be, on account of making such adjustments.
- 5.6 On any adjustments being made from the Corpus Deposit under this Clause 5, the Purchaser hereby undertakes to make good the resultant shortfall in the Corpus Deposit within 15 (fifteen) days of a demand made by the Property Management Agency, the TMC or the Association with respect thereto.
- 5.7 The management, maintenance and administration of all Specified Township Facilities shall at all times be monitored and supervised by the Promoter or GCITA or a township management company set up or appointed by the Promoter/GCITA ("**TMC**").
- 5.8 The Purchaser hereby confirms and undertakes that the maintenance, management, upkeep and administration of the Common Areas and the collection of the maintenance, management charges, etc. including Common Charges and Expenses from the several owners/occupiers of the units comprised in the Project, shall be carried out by a professionally qualified property management agency ("**Property Management Agency**") nominated by the Promoter. The Purchaser acknowledges that to ensure that the standard of maintenance is being maintained throughout the Aerotropolis, it is essential that the Property Management Agency is nominated by the Promoter. The Purchaser, if so directed by the Promoter, hereby agree to execute a tripartite agreement with the Property Management Agency and the Association.
- 5.9 The Property Management Agency shall be accountable for the management, maintenance and upkeep of the Project to the Promoter or the Association, as the case may be.
- 5.10 The Purchaser acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Project and/or the Aerotropolis by the Promoter, the TMC, the Property Management Agency or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed by and/or be made applicable to all the Commercial Unit owners or occupiers of the Project and/or the Aerotropolis.
- 5.11 The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make payment of the proportionate share of the

Common Charges and Expenses and the Township Maintenance Charges and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Project and the Aerotropolis.

- 5.12 Further, the Purchaser agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Property Management Agency or Association or the TMC, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/authorities or other entities, each as may be determined by the Promoter or the Property Management Agency or Association or the TMC, as the case may be, each within such timelines as may be prescribed by the Promoter or the Property Management Agency or the Association or the TMC, as the case may be.
- 5.13 Without prejudice to the rights available under this Deed, in the event that any amount payable to the Promoter, Association, Property Management Agency or the TMC is not paid within [•] ([•]) months from the date of the notice, the Promoter, Association, Property Management Agency or the TMC, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts, including but not limited to withholding of services on account of such non-payment.
- 5.14 The Purchaser hereby acknowledges that its undivided interest in the Said Land is leasehold in nature. Accordingly, on and from the Possession Date, the Purchaser and the Association shall comply with all applicable provisions of the Lease Deed, to the extent and as far as they are applicable to the Said Land as if they were incorporated in these presents. Further, on and from the Handover Date, the Association shall be liable for payment of charges, rates, taxes, levies, outgoings, deposits including security deposits or assessments and other charges in respect of the Said Land. Without prejudice to the generality of the aforesaid, on and from the Handover Date, the Association shall be responsible for payment of lease rental of INR 500 (Indian Rupees five hundred) per acre per year only with respect to the area of the Said Land, in accordance with the Lease Deed, within the first three (3) calendar months of the year for which the rent is payable. The Association shall make payment of the lease rental directly to WBIDC. In case of delay or default in payment of lease rental, the Association alone shall be liable for consequences thereof in accordance with the provisions of the Lease Deed. For the avoidance of doubt, it is hereby clarified that in the event where upon renewal of the Lease Deed executed with WBIDC, the lease rental is increased, the Association shall be responsible for payment of the increased lease rental. Further, the Purchaser and the Association shall not perform any activity on the Said Land which may be in breach of any of the terms and conditions of the Lease Deed, nor do or omit to do any act, deed or thing which may affect or prejudice or lead to determination and/or forfeiture of the Lease Deed and/or whereby any property benefit or right of the Promoter or any other person under the Promoter are or may be prejudicially affected, impaired or put into jeopardy and shall keep the Promoter fully indemnified in this behalf. In the event that there are any changes in the rights, obligations, liabilities, interest or title enjoyed by the Purchaser and the Association due to changes, variations and/or amendments to the Lease Deeds or the JVDA, the Purchaser and the Association shall be bound by such changes and shall not hold the Promoter liable on account thereof. Upon the expiry of the lease period under the Lease Deed, the Association shall be responsible for and shall cooperate with the Promoter for renewal of the Lease Deed.

6. DEFECT LIABILITY:

- 6.1 It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Deed relating to the Project, being brought to the notice of the Promoter within a period of five (5) years from the date of the completion certificate of the Project, it shall be the duty of the Promoter to rectify such defects in the manner specified under the Applicable Law.
- 6.2 Notwithstanding anything stated in Clause 6.1 hereinabove, the Promoter shall not be liable for defects pertaining to the following: (a) equipment (including but not limited to, lifts, generators, motors, sewerage treatment plants, transformers and gym equipment) which carry manufacturer's guarantees for a limited period; (b) fittings relating to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear; (c) allowable structural and other deformations including expansion quotient; and (d) normal wear and tear, accidents or misuse. The Promoter's defect liability obligations shall also be subject to the Purchaser continuing with all annual maintenance contracts for equipment/material installed/used within the Project. The Purchaser also acknowledges that non-structural cracks may appear in the external and internal walls of the Building on account of variations in temperature or due to occurrence of events of force majeure, which shall not be covered under the defect liability obligations of the Promoter. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Purchaser, it shall be necessary for the Parties to mutually appoint an expert at the cost and expense of the Purchaser, who shall be an independent surveyor who shall survey and assess such alleged defect and submit a report in this regard. Provided that, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser or any authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter. Provided further that, the Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

7. SEVERABILITY

- 7.1 If any provision of this Deed is determined to be invalid or unenforceable, the remaining provisions of this Deed shall nevertheless remain in place, effective and enforceable by and against the Parties hereto and the invalid, illegal or unenforceable provision shall be deemed to be superseded and replaced by a valid, legal and enforceable provision which the Parties mutually agree to serve the desired economic and legal purpose of the original provision as closely as possible.

8. DISPUTES AND JURISDICTION

- 8.1 All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Deed of Conveyance, including the interpretation and validity of the terms hereof 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. The arbitration would be held in Kolkata/Burdwan and shall be conducted in English. The courts at Kolkata/Paschim Burdwan shall have exclusive jurisdiction for all disputes arising hereunder.

9. **ENTIRE AGREEMENT**

- 9.1 This Deed, together with its Schedules and Annexures, shall constitute the entire agreement between the Parties with respect to the sale of the Commercial Unit, and supersede all other negotiations or agreements, written or oral, concerning the subject matter hereof and thereof.

FIRST SCHEDULE

(TOTAL LAND)

ALL THAT piece and parcel of land admeasuring 0.919 (zero point nine one nine) acres or thereabouts, situated at Mouza-Andal, District-Paschim Bardhaman, 0.001 (zero point zero zero one) acre in Dag No. 1001, 0.052 (zero point zero five two) acre in Dag No.1002, 0.06 (zero point six) acre in Dag No. 1003, 0.045 (zero point four five) acre in Dag No. 1077, 0.056 (zero point zero five six) acre in Dag No.1100, 0.107 zero point one zero seven) acre in Dag No.1101, 0.163 (zero point one six three) acre in Dag No.1104, 0.01 (zero point zero one) acre in Dag No.1104, 0.264 (zero point two six four) acre in Dag No.1106 & 0.161 (zero point one six one) acre in Dag No.1102/6177 comprised in Khatian No. 4009, J.L No.52, PS – Andal, District – Paschim Bardhaman, West Bengal within the Aerotropolis Project.

Bounded by:

On North:

On South:

On East:

On West:

THIRD SCHEDULE

COMMERCIAL UNIT

Commercial Unit No. _____ on _____ floor of the Building having Carpet Area of _____ square feet, built up area of _____ square feet and super built up area of _____ square feet, comprised of _____ together with a *pro rata* share in the Common Areas.

PARKING SPACE

[•] four-wheeler/two-wheeler in designated parking admeasuring approximately _____ square feet.

THIRD SCHEDULE

COMMON AREAS

FOURTH SCHEDULE

**PART A
(COMMON CHARGES AND EXPENSES)**

**PART B
(TOWNSHIP MAINTENANCE CHARGES)**

SIXTH SCHEDULE

TERMS, CONDITIONS, COVENANTS, STIPULATIONS, OBLIGATIONS AND RESTRICTIONS TO BE OBSERVED BY THE PURCHASER AND/OR OCCUPIERS OF THE COMMERCIAL UNIT

The terms, conditions, stipulations, obligations and restrictions that the Purchaser and all persons into whosoever's hands the Commercial Unit may come, are bound to adhere to and observe include but are not limited to the following:

1. That the Purchaser agrees and acknowledges that basements and service areas located within the Project, shall be earmarked 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 equipment etc. and other permitted uses as per the sanctioned plan and that the Purchaser shall not be permitted to use the basements and services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Promoter, the Association, the TMC or the Property Management Agency, as the case may be, for rendering maintenance services;
2. That the Purchaser shall co-operate with the other Co-Buyers and Co-Occupiers of the Project and the Aerotropolis, the Promoter, the Association, the TMC and/or the Property Management Agency, as the case may be, in the management and maintenance of the Commercial Unit, the Building, the Project and the Aerotropolis and shall abide by the directions and decisions of the Promoter, the Association, the TMC and/or the Property Management Agency, as the case may be, as may be made from time to time in the best interest of the Commercial Unit, the Building, the Project and/or the Aerotropolis;
3. That the Purchaser shall abide by and observe at all times and the regulations framed by the Promoter, TMC, Association and/or Property Management Agency, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Commercial Unit, Building, the Project, and/or the Aerotropolis and shall also abide by all Applicable Laws;
4. That the Purchaser shall pay to the Promoter, the Association, the TMC or the Property Management Agency, as the case may be, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Building, the Project, and/or the Aerotropolis, that has been caused by the negligence and/or willful act of the Purchaser and/or any occupier of the Commercial Unit and/or family members, guests or servants of the Purchaser or such other occupiers of the Commercial Unit or people acting on their behalf;
5. That the Purchaser shall, after taking possession of the Commercial Unit, be solely responsible to maintain the Commercial Unit at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Commercial Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Commercial Unit and shall keep the Commercial Unit, 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;

6. That the Purchaser shall carry out at his own cost all internal repairs to the said Commercial Unit and maintain the Commercial Unit in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the Building or the Commercial Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
7. That the Purchaser shall not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, the Aerotropolis, the buildings therein or Common Areas, except in places provided specifically by the Promoter for such purpose;
8. That the Purchaser shall 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;
9. That the Purchaser shall not store in the Commercial Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Commercial Unit or the Building or store such goods which are objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or are likely to damage the Common Area, staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Commercial Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;
10. That the Purchaser shall also not remove any wall, including the outer and load bearing wall of the Commercial Unit;
11. That the Purchaser shall not demolish or cause to be demolished the Commercial Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Commercial Unit or any part thereof, nor make any alteration in the elevation of the building in which the Commercial Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Commercial Unit without the prior written permission of the Promoter, the Association or the Property Management Agency or the TMC, as the case may be;
12. That the Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Total Land or any part thereof or any structures comprised therein whereby any increased premium shall become payable in respect of the insurance;
13. That the Purchaser shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Commercial Unit in the compound or any portion of the Project or the Building, other than in the area earmarked for the such purpose;
14. That the Purchaser shall pay to the Promoter or the Association or the Property Management Agency, as the case may be, within 15 (fifteen) days of a demand in this regard, security

deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Commercial Unit or the Building;

15. That the Purchaser shall bear and pay increases in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority and/or insurance company, on account of change of user of the Commercial Unit by the Purchaser to any purposes other than for the purpose for which it is sold;
16. That the Purchaser shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoter and other Co-Buyers and/or Co-Occupiers of the Project and/or the Aerotropolis;
17. That the Purchaser shall not have any manner of right, title or interest in respect of the Specified Township Facilities, save and except the right to use and enjoy/ receive certain common services of/from the said Specified Township Facilities, subject to the timely payment of the Township Maintenance Charges;
18. That the Purchaser shall not make any claim and/or demand for damages and/or compensation against the Promoter and/or its nominees for the reason that the Purchaser will have to bear the inconvenience, noise, sound, disturbance etc., if any, caused due to the construction of the remaining and/or additional part and portion of the Project or the Aerotropolis by the Promoter or its nominees;
19. That the Purchaser shall carry out any repair or interior work or any other works in the Commercial Unit only between reasonable hours so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project and/or the Aerotropolis;
20. That the Purchaser shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Commercial Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Purchaser 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 Project, the Said Land or the outside walls of the tower(s), save and except in the manner indicated by the Promoter or the TMC or the Property Management Agency or the Association, as the case may be;
21. That if the Purchaser lets out or sells the Commercial Unit, the Purchaser shall immediately notify the Promoter or Property Management Agency or the Association or the TMC, as the case may be, of the tenant's/transferee's details, including address and telephone number;
22. That the Purchaser shall not sub-divide the Commercial Unit and/or any part or portion thereof;
23. That the Purchaser shall not close or permit the closing of verandahs or lounges or balconies or lobbies and common parts or portions;

24. That the Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Commercial Unit;
25. That the Purchaser shall not install grills, the design of which has not been suggested and/or approved by the Promoter, TMC, Property Management Agency or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the Building or the Project;
26. That the Purchaser shall not build, erect or put upon the Common Areas or the Specified Township Facilities any item of any nature whatsoever;
27. That the Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building, the Project, or the Aerotropolis in any manner;
28. That the Purchaser shall not use the Commercial Unit or permit the same to be used for any purpose save and except exclusively for commercial purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project and/or the Aerotropolis;
29. That the Purchaser shall not use the Commercial Unit for any illegal or immoral purpose;
30. That the Purchaser shall not make or permit any disturbing noises in the Commercial Unit by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Aerotropolis;
31. That the Purchaser shall not keep in the garage/parking space, if any, anything other than cars or two-wheeler or use the said garage/parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store articles therein;
32. That the Purchaser shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or the Aerotropolis or any part or portion thereof, save and except the parking space, allotted to the Purchaser or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project or the Aerotropolis;
33. That the Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building or the Project in any manner whatsoever;
34. That the Purchaser shall not misuse or permit to be misused the water supply to the Commercial Unit;
35. That the Purchaser shall not change/alter/modify the name of the Building or the Project from that mentioned in this Deed;
36. That the Purchaser shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of

address of the Commercial Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;

37. That the Purchaser shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Commercial Unit, the garage/parking space, if any, and the Common Areas;
38. That the Purchaser shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment;
39. That the Purchaser shall not install or keep or run any generator in the Commercial Unit and the garage/ parking space, if any;
40. That the Purchaser shall not smoke in public places inside the Project and the Aerotropolis which is strictly prohibited and the Purchaser and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
41. That the Purchaser shall not pluck flowers or stems from the gardens or plants;
42. That the Purchaser shall not throw or allow to be thrown litter on the grass planted within the Project or the Aerotropolis;
43. That the Purchaser shall not trespass or allow any person to trespass over lawns and green plants within the Project or the Aerotropolis;
44. That the Purchaser shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
45. That the Purchaser shall not use the elevators in case of fire;
46. That the Purchaser agrees and acknowledges that the Promoter, the Association, the TMC and the Property Management Agency shall be entitled to put up any neon sign, hoardings and other display materials on any part or portion of the Common Areas;
47. That the Purchaser shall not put up signages or hoardings in any place other than those specifically demarcated by the Promoter for such purpose. All taxes, duties, rates, cesses, costs and charges relating to the signage displayed by the Purchaser, payable to the concerned authorities shall be borne and paid by the Purchaser. The Purchaser shall also be solely responsible for compliance with all the statutory requirements for the displays / signage. The Promoter shall not be responsible for any government action preventing the Purchaser to use any or all types of advertising / display / signage. The Purchaser hereby agrees to keep the Company completely saved, harmless and indemnified from all losses, claims, damages, litigations and / or liabilities, legal, financial or otherwise, arising out of any non-compliance / violation by the Purchaser of any statutory regulation or breach of any third party intellectual property rights;
48. That the Purchaser shall not fix or install any antenna on the roof or terrace of the Commercial Unit or Building or fix any window antenna, save and except at the spaces specifically

earmarked for such purpose by the Promoter, the Association, the TMC and/or the Property Management Agency, as the case may be;

49. That the Purchaser shall remain fully responsible for any drivers or workmen employed by the Purchaser;
50. That the Purchaser shall not refuse or neglect to carry out any work directed to be executed in the Commercial Unit after he/she/they has/have taken possession thereof, by a competent authority, or require or hold the Promoter, the TMC or Property Management Agency liable for execution of such works;
51. That the Purchaser is entering into this Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and the Aerotropolis and that the Purchaser shall comply with and carry out, from time to time after the Purchaser has taken over the occupation and use of the said Commercial Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Commercial Unit at his/ her/its own cost; and
52. That the Purchaser shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Project and the Aerotropolis.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

**Executed and Delivered on behalf of the Promoter
at Kolkata:**

**Executed and Delivered by the Purchaser(s) at
Kolkata**

All in the presence of:

- 1.**
- 2.**

ANNEXURE – A

(SAID LAND)

ANNEXURE – B
(COMMERCIAL UNIT)

MEMO OF CONSIDERATION

Received Rupees _____ (Rupees _____) towards the total consideration for the sale of the Commercial Unit as per the terms of this Deed.

Promoter