

DRAFT FOR APPROVAL

CONVEYANCE DEED

THIS CONVEYANCE DEED executed on this _____ (date) day of _____ (Month), 2021.

By and Between

VENDORS¹:

(1) **MANOJ MODI** son of Late Shree Krishna Modi having PAN AESPM2798D (Aadhaar No. _____) and (2) **SANJAY MODI** son of Late Shree Krishna Modi having PAN AFGPM1192Q (Aadhaar No. _____), both residing at 8A, Alipore Road, Post Office and Police Station Alipore, Kolkata- 700027, represented by their Constituted Attorney _____ son of late _____ residing at _____, Post Office _____, Police Station _____, Kolkata _____ having PAN _____ (Aadhaar No. _____) hereinafter referred to as the “**Vendors**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective heirs executors administrators legal representatives and/or assigns) of the **FIRST PART**;

AND

BHAIRAMAL GOPIRAM PROPERTIES LLP a Limited Liability Partnership within the meaning of the Limited Liability Partnership Act, 2008 having its registered office at 10/C, Ho Chi Minh Sarani, Post Office Middleton Street, Police Station Shakespeare Sarani Kolkata 700071, having PAN: AAOFB9080B represented by its Authorized Representative _____ son of _____ residing at _____, Post Office _____, Police Station _____, Kolkata _____ having PAN _____; (Aadhaar No. _____) authorized vide resolution dated _____; hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

[If the Purchaser is a company]

_____ (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "**Purchaser**" (which

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

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 knows 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 are the full and lawful owners of lands admeasuring 2 Bighas 18 Cottah 10 Chittack be the same a little more or less situate lying at and being Premises No. 13, Canal Street, Police Station Entally, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation described in **Part-I of Schedule A-1 ("Entire Land")** vide sale deed(s) and other chain of title as mentioned in **Schedule A-2** hereto. The Promoter has entered into a joint development agreement dated 14th July 2018 and registered with District Sub-Registrar- III South 24 Parganas in Book I Volume No. 1603-2018 Pages 92380 to 92444 Being No. 160302920 for the year 2018 with the Vendors herein in respect of the Entire Land.

B. The Entire Land is earmarked for the purpose of constructing, inter alia, two building blocks as per the Building Plan sanctioned by Kolkata Municipal Corporation vide Building Sanction No. 2019060039 dated 5th December 2019 as being modified by including additional green building sanction for which application has already been made and awaits sanction (“Building Sanction Plan”). The Block 1 is identified for

rehabilitation of the Tenants. There were several persons occupying several premises at the said Land and pursuant to agreements with them, a majority of them agreed to vacate their respective occupied portions and be rehabilitated in the Block 1 with an earmarked portion of adjoining spaces appurtenant to Block 1 which is morefully described in **Part-II** of **Schedule A-1** hereto ("**Block 1 Area**"). The Block 2 now comprises of a Basement plus Ground plus 11 storeyed Building as per the said Building Sanction Plan ("**Designated Block**", which expression shall include modifications or alterations if so and as may be sanctioned in future). The Designated Block with an earmarked portion of adjoining and/or connected spaces appurtenant to the Designated Block is morefully described in **Part-III** of **Schedule A-1** hereto ("**said Land**", which expression shall include modifications or alterations if so and as may be made by the Promoter in future).

- C. The said Land is earmarked for building a residential project comprising multistoried apartment building being the Designated Block and shall be known as La Convent ("**Project**").
- D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Kolkata Municipal Corporation and has constructed the Block 1 and Block 2 at the Entire Land.
- E. 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. _____.
- F. 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, on _____ floor in the Designated Building ("**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**.
- G. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein. The other additional disclosures/details agreed between the parties are contained in Schedule A-2 hereto.
- H. 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.
- I. 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 Vendors and the Promoter paid at or before the execution hereof (the receipt whereof the Vendors and the Promoter do 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.
 - 3.1 It is also made clear by the Promoter that the Project comprises the said Building and connected lands which are demarcated portion of municipal premises No. 13 Canal Street, Kolkata. In the municipal premises No. 13 Canal Street, Kolkata in addition to the said Building another Building has also been sanctioned alongwith adjoining land which has since been constructed and identified for rehabilitation of the Tenants occupying portions of the whole premises and the same is defined and described as Block 1 Area in the recitals above. While every effort has made by the Promoter to keep the Block 1 Area separate from the Project but essential ingress, egress and passage of pipes, conduits,

wires and connections of utilities and facilities including water, electricity, drainage, sewerage, digital media etc., is common to both the Block 1 Area and the Project. Furthermore, the Promoter shall on best effort basis, but without any compulsory obligation, attempt to construct/put up demarcation wall/fencing with/without gates between the Block 1 Area and the said Land.

4. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:** The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter and Vendors accepts no responsibility in regard to matters specified in this para above. The Purchaser shall keep the Promoter and Vendors fully indemnified and harmless in this regard.
5. **CONSTRUCTION OF THE PROJECT / APARTMENT:** The Purchaser has seen the Project and the Designated Apartment and all Common Areas thereat including all facilities, amenities and specifications thereat and the quality of materials and workmanship used therein and is fully satisfied thereabout. The Purchaser has also seen the layout plan, and the sanctioned plans as modified and verified the same with the Designated Apartment and the Project including as regards the area, the facilities, amenities and specifications thereat.
6. **POSSESSION OF THE APARTMENT/PLOT:** The Purchaser acknowledges and confirms that the Promoter has carried out timely delivery of possession of the Designated Apartment to the Purchaser and the common areas to the Association duly made ready and complete with all specifications, amenities and facilities of the project and the Association also confirms its acceptance of the same.
7. **HANDOVER OF DOCUMENTS:** The Purchaser and the Association acknowledges and confirms that the Promoter has handover the necessary documents and plans, including common areas, to the Association.
8. **PAST OUTGOINGS:** The Purchaser and the Association acknowledges, accepts and confirms that the Promoter has already paid all 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 La convent are ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association for rendering maintenance services.
13. **COMPLIANCE WITH RESPECT TO THE APARTMENT:**
 - 13.1 The Purchaser shall with effect from _____, be solely responsible to comply with the House Rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good

and 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 Sanction Plan, layout plan, sanction/modification plan and specifications, amenities and facilities has been approved by the competent authority(ies) and/or disclosed, except for as provided in the Act and except as being modified by including additional green building sanction.
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. **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'

Part-I

(ENTIRE LAND)

1 ALL THAT piece or parcel of land containing an area of 2 Bighas 18 Cottah 10 Chittack (upon survey and measurement area has been found as 56 Cottahs 5 Chittaks 33 Square feet) situate lying at and being Premises No. 13, Canal Street, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation {Holding No.22 (formerly Holding No.171), Division IV, Sub-Division No. E in Mouza West Entally}, J.L. No.1, Police Station and Post Office Entally, Additional District Sub Registrar Sealdah and butted and bounded as follows:-

- 1.1 On the North : By land of KMC;
- 1.2 On the South : By Canal Street;
- 1.3 On the East : By Premises No.12 Canal Street; and
- 1.4 On the West : By Premises Nos.14A & 14B Canal Street.

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

Part-II

(BLOCK 1 AREA)

2 ALL THAT piece or parcel of land containing an area of 12 Cottah 8 Chittack more or less situate lying at and being a demarcated portion of Premises No. 13, Canal Street, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation fully described in Part-I above and butted and bounded as follows:-

- 2.1 On the North : By remaining portion of Entire Land;
- 2.2 On the South : By Canal Street;
- 2.3 On the East : By remaining portion of Entire Land; and
- 2.4 On the West : By Premises Nos.14A & 14B Canal Street.

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

Part-III

(SAID LAND/_____)

3 ALL THAT piece or parcel of land containing an area of 43 Cottah 13 Chittack 33 Square feet more or less situate lying at and being a demarcated portion of Premises No. 13, Canal Street, Kolkata – 700014, within Ward No. 55 of the Kolkata Municipal Corporation fully described in Part-I above and butted and bounded as follows:-

- 3.1 On the North : By land of KMC;
- 3.2 On the South :Partly by Canal Street and Partly by remaining portion of Entire Land;
- 3.3 On the East : By Premises No.12 Canal Street; and
- 3.4 On the West :Partly by Premises Nos.14A & 14B Canal Street and partly by remaining portion of Entire Land.

3.1.1 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:

- a) By a Sale Deed dated 24th August 1926 and registered with the Sub- Registrar, Sealdah in Book I Volume No. 29 Pages 165 to 175 Being No.2069 for the year 1926, one Manick Lal Mallick, for the consideration therein mentioned, sold conveyed and transferred to the A Ching **ALL THAT** the Entire Land absolutely and forever.
- b) The said A Ching died intestate leaving him surviving his only son namely Yuet Khew Au who upon his death inherited and became entitled to the Entire Land.
- c) The said Yuet Khew Au died on or about the year 1944 and leaving him surviving his wife namely Au Tang, five sons namely Yiu Wah Au, Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au and four daughters namely Lana Helen Lan Heong Lee, Lena Ying Tham (also known as Lien Ying Attoo), Lai Chun Leong, Lai Sheong Woodrum as his only heirs and legal representatives. Before his death the said Yuet Khew made and published his Last Will and Testament dated 8th August 1944 whereby and whereunder he appointed his wife Au Tang as Executrix who obtained Probate of the said Will from the High Court of Judicature at Fort William in Bengal on 22nd December 1944. By virtue of the said Will, the said Au Tang, Yiu Wah Au, Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong and Lai Sheong Woodrum each became entitled to undivided one-tenth shares each in the Entire Land.
- d) The said Au Tang died intestate on 17th January 1974 leaving her surviving her said five sons and four daughter as her only heirs and legal representative who all nine upon his death inherited and became entitled to her one-tenth part or share of the Entire Land in equal share.
- e) The said Yiu Wah Au, Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong and Lai Sheong Woodrum had jointly executed an Agreement for Sale dated 18th February, 2009 agreeing to sell and transfer the Entire Land to the Owners hereto on the terms and conditions therein contained.
- f) The said Yiu Wah Au died intestate leaving his wife namely Gan Tsui Au and two daughters namely Mei Chieu Au (also known as Mei Chien Au) and Loren Tham (also

known as Loren Au Tham) his only heirs, and legal representative who are all jointly inherited his share in the Entire Land.

- g) The Owners instituted a suit being Title Suit No. 24 of 2013 before the Ld. Senior Civil Judge at Sealdah praying for specific performance of the said agreement dated 18th February, 2009 and other ancillary relief thereto. The said suit was decreed on contest on 25th November 2013 by the Ld. Court directing that the said Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong, Lai Sheong Woodrum, GanTsui Au, Mei Chien Au and Loren Au Tham to execute and register proper Deed of Conveyance in favour of the Vendors herein in terms of the said Agreement for Sale.
- h) Since the said Yiu Chung Au and other defendants did not comply with the said Judgment and decree, the Owners filed an Execution Case being Title Execution Case Nos. 4 of 2014 in the said Court and deposited the balance consideration in the Court pursuant to which by Order dated 24th April 2015 the Court appointed a Court Officer to present the deed of conveyance before the Additional District Sub Registrar, Sealdah. In compliance of such order, the Entire Land was sold conveyed and transferred to the Vendors herein absolutely and forever, by a Sale Deed dated 24th April 2015 and registered with Additional District Sub Registrar, Sealdah in Book No.I CD Volume No.4 Pages. 140 to 161 Being No.1340 for the year 2015 by the Sale Deed between Yiu Chung Au, Yiu Tong Au, Yiu Ting Au, Yiu Ming Au, Lana Helen Lan Heong Lee, Lena Ying Tham, Lai Chun Leong, Lai Sheong Woodrum, GanTsui Au, Mei Chien Au and Loren Au Tham represented by the Registrar, Court Officer duly appointed as aforesaid as Vendors and the Vendors hereto as Purchasers.
- i) The Vendors herein caused their names to mutated in the records of the Kolkata Municipal Corporation under Assessee No. 11-055-06-0028-6 in respect of the Entire Land.
- j) By the Development Agreement dated 14th July 2018 and registered with District Sub-Registrar- III South 24 Parganas in Book I Volume No. 1603-2018 Pages 92380 to 92444 Being No. 160302920 for the year 2018 (“**Development Agreement**”) the Vendors, inter alia, did thereby grant to the Promoter the exclusive right to develop the said Land by constructing, amongst others, the Building at the Project for mutual benefits and for the consideration and on the terms and conditions therein contained. Under and in terms, of the Development Agreement, it was, inter alia, agreed between the Vendors and the Promoter as follows:-
 - 1. The consideration receivable from sale of the Units (including the Designated Apartment) and other transferable areas shall belong to the Vendors and the

Promoter in the ratio of 50%:50% respectively and the entire Other Charges and Deposits shall exclusively belong to the Promoter;

2. All consideration and Other Charges and Deposits and other amounts shall be payable by the intending buyers to the Promoter, whose acknowledgement and receipt of the same shall bind the Promoter as well as the Owners and the same shall be deposited in a designated special account for remittance to the parties as per the terms and conditions of the Development Agreement.
 3. The Vendors would join in as party to the agreements for sale that may be entered into by the Promoter for sale of any Unit or other saleable area and also upon construction and completion of the Buildings at the Project to complete the sale and transfer of the said share in the land and all and whatever their share, right, title and interest in the such Units including Designated Apartment.
- k) The plans for construction of the Buildings at the Project has been sanctioned by the Kolkata Municipal Corporation vide Building Plan No. 2019060039 dated 5th December 2019.**

SCHEDULE-A-2

DISCLOSURES, ACKNOWLEDGMENTS & NECESSARY TERMS:

- 1 DEFINITIONS: Unless, in this Deed, there be something contrary or repugnant to the subject or context:
 - 1.1 "this Deed" shall mean this Deed and Schedules all read together.
 - 1.2 "Co-owners" shall mean (a) all the Purchasers of Units in the Project excepting those who (i) have either not been delivered possession of any Unit or (ii) have not got the conveyance deed in respect of any Unit to be executed and registered in their favour; and (b) for all Units which are not alienated by execution of deed of conveyance or whose possession are not parted with by the Vendors/Promoter, shall mean the respective Vendors and/or Promoter;
 - 1.3 "sanctioned plan" shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Plan No. 2019060039 dated 5th December 2019, Borough No.VI and include all aspects and qualifications thereat and also include the modification by including additional green building sanction and also any future additions/alterations thereafter vide any modification plan that may be sanctioned.
 - 1.4 "Maintenance in-charge" shall mean _____;
 - 1.5 "Common Purposes" shall mean the purposes of managing maintaining up-keeping and security at the Project and in particular the Common Areas, Parking Spaces and Facilities, Amenities and Specifications, 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;
 - 1.6 "Parking Spaces" shall include Car Parking Areas and Open Parking Areas.
 - 1.7 "Units" shall mean flat, apartments and other constructed areas at the Project capable of independent enjoyment with supporting Common Areas.
 - 1.8 Gender: words importing masculine gender shall according to the context mean and construe any other gender and vice versa.
 - 1.9 Number: words importing singular number shall according to the context mean and construe the plural number and vice versa
- 2 The said Building contains certain Common Areas as specified in clause 1.1 of Schedule E hereunder written and which the Purchaser shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the said Building and other persons permitted by the Promoter. The Project and the Block 1 Areas contains certain Common Areas as specified in clause 1.2 of the Schedule E hereunder written which the Purchaser

shall have the right to use in common with the Vendors, the Promoter and other Co-owners of the Project, the Vendors and occupiers of Block 1 Area and other persons permitted by the Promoter. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion. Subject to the Purchaser not committing any default in observance of the House Rules the Purchaser shall have the non-exclusive right to use such of the Common Areas as are necessary for the beneficial use and enjoyment of the Designated Apartment in common as aforesaid and subject to the terms and conditions contained herein. Save those expressed or intended by the Promoter to form part of the Common Areas, no other part or portion of the said Building or the Project shall be claimed to be part of the Common Areas by the Purchaser either independently or in common with any other Co-owner.

- 3 The Project contains open and covered parking spaces as per sanctioned plans (“Car Parking Areas”). In addition, the Project also contain open spaces which are not forming part of the amenities and facilities mentioned in Schedule E and which can be used for parking “Open Parking Areas”. For a regulated and disciplined use of these spaces, the Promoter has reserved rights to allot parking rights in these Open Parking Areas exclusively to the allottees who need the same and apply for the same with preference being given by the Promoter to those allottees who do not otherwise have parking space in the Project. The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in respect of the Open Parking Areas to any other allottee nor to disturb the use of the allotted parking space by the concerned allottee.
- 4 The Purchaser acknowledges and confirms that the Promoter shall have the exclusive rights and benefits in respect of all or any additional construction, addition or alteration that may be available at any time in future at or for the Project Provided that the Promoter shall make any such additional construction upon obtaining approval of plans by Kolkata Municipal Corporation and upon complying with the applicable provisions of the Act and/or Rules.
- 5 The Purchaser shall not in any manner cause any objection obstruction interference impediment hindrance or interruption at any time hereafter in any further construction, addition, alteration, modification of or in or to the Said Building or any part thereof and/or any other construction, addition or alteration at the Project or the Block 1 Areas by the Promoter due to any reason whatsoever (including and notwithstanding any temporary obstruction or disturbance in his using and enjoying the Designated Apartment and/or the Common Areas).
- 6 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.
- 7 The unsold apartments at the Project shall enjoy a waiver in respect of the Maintenance Charges for a period of __ year from the date of the Completion Certificate

8 The power backup from the Common Generator in the Project shall be commenced only upon fifty percent of the Co-owners (other than the Vendors or the Promoter) taking possession of their respective Units in the Project and not before and the Allottee, in case it takes possession of the Designated Apartment before the said time period stipulated for commencement of power backup from Common Generator, shall not raise any objection, dispute or claim in this behalf. The Promoter shall have the discretion to reduce or waive the said requirement of minimum percentage of occupancy at any time.

9 **AREA CALCULATION:**

9.1 **Carpet Area of Unit:** The carpet area for the Designated Apartment or any other Unit shall mean the net usable floor area of such Unit, excluding the area covered by the external walls, areas under services shafts, and exclusive balcony but includes the area covered by internal partition walls of the Unit.

9.2 **Balcony Area:** The net usable area of the exclusive covered balcony/ies (if any) attached to the Unit.

9.3 **Open Terrace Area:** The net usable area of the exclusive open space attached to the Designated Apartment if granted to the Purchaser.

9.4 **Built-up Area:** The built-up area for the Designated Apartment or any other Unit shall mean the Carpet Area of such Unit and Balcony area and 50% (fifty percent) of the area covered by those external walls which are common between such Unit/Balcony and any other Unit/Balcony and the area covered by all other external walls of the such Unit/Balcony.

9.5 **Proportionate Common Area:** The proportionate share of the Common Areas attributable to the Designated Apartment is undivided _____ Square feet more or less.

9.6 **Unit Area for CAM:** For the purpose of payment of the proportionate Common Expenses and maintenance charges by the Purchaser, the area shall be the sum total of the Built-up Area and Proportionate Common Area which is _____ Square feet more or less.

10 The Project shall bear the name “**LA CONVENT**” 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 Building 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 Building (including any Common Areas) and similar purposes and also other common purposes, insofar as such activities cannot be reasonably carried out without such entry provided always that the Promoter or the Maintenance In-charge and other Co-owners of other part or parts of the Project shall excepting in emergent situation give to the Purchaser a prior forty-eight hours written notice of its or their intention for such entry as aforesaid.

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

1 AMENITIES & FACILITIES:

1.1 Common Areas at the Project:

- (i) Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.
- (ii) Staircases with connected landings
- (iii) Two lifts with connected landings.
- (iv) lift well
- (v) Common lobbies in all floors
- (vi) Transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
- (vii) Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobbies and landings and operating the lifts.
- (viii) Electrical installations with main switch and meter and space required therefor.
- (ix) Roof of the said Building.
- (x) Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units.
- (xi) Water, waste and sewerage evacuation pipes and drains.
- (xii) CCTV at ground floor level with central security surveillance and at any other place, if so provided by the Promoter.
- (xiii) Underground Reservoir with water distribution pipes to the Overhead water tank of the said Building.
- (xiv) Water pump with motors and space for installation of the same.
- (xv) One Generator its panels, accessories and wirings and space for installation of the same.
- (xvi) Water Treatment Plant if Deep Tube Well is required.
- (xvii) Fire fighting system in the Common Areas in the said Building alongwith Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.
- (xviii) Boundary wall and gates
- (xix) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Project

1.2 Common Areas common to the Project and Block 1 Area:

- (i) Driveways and paths and passages at the Block 1 Area except those reserved by the Promoter for exclusive use.
- (ii) Transformer and Electrical installations and the accessories and wirings in respect of the Entire Land and the space required therefore, if installed.
- (iii) Electrical installations with main switch and meter and space required therefor.
- (iv) Water, waste and sewerage evacuation pipes and drains.
- (v) Underground Reservoir with water distribution pipes to the Overhead water tank of the buildings.
- (vi) Water pump with motors and space for installation of the same.
- (vii) Water Treatment Plant if Deep Tube Well is required.
- (viii) Fire fighting system in the Common Areas in the buildings alongwith Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.
- (ix) Boundary wall and gates
- (x) Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas of the Block 1 Area and the Project.

2. Club Membership And Facility: The Promoter has erected, installed and/or has made available certain facilities as hereinafter mentioned (hereinafter referred to as “the Club Facility” which expression shall include any modifications or alterations of all or any such facility) at a portion of the said Land containing:

- (i) Community Hall with first time installation of air conditioners.
- (ii) Indoor Games Arena with first time installation of air conditioner and equipments.
- (iii) Multipurpose Court with first time installation of poles nets and lights;
- (iv) Kids play zone/area with first time installation of few playground equipments.
- (v) Lounge.
- (vi) Creche zone.
- (vii) Swimming Pool with first time installation of equipments and changing rooms.
- (viii) Fully equipped Gymnasium with first time installation of equipments.
- (ix) Yoga and Meditation centre on the roof.
- (x) Space for party lawns on podium floor.
- (xi) Roof top promenade.
- (xii) Roof top Sitting Area for residents.

2.2 The Purchaser shall comply with all rules and regulations as framed by the Maintenance In-charge for proper management and use thereof. In particular and without prejudice to the generality of the foregoing provisions, the Purchaser shall also be liable to pay the charges as prescribed by the Promoter or the Maintenance In-charge from time to time for use of the Community Hall for his private functions or ceremonies, if permitted by the

Promoter or the Maintenance In-charge. The Club Facility may be used by the Purchaser along with family members residing at the Designated Apartment in common with other persons who may be permitted by the Maintenance In-charge. In case any visitor or guest of the Purchaser desires to avail the such facilities, the Purchaser shall obtain a written consent from the Maintenance In-charge who shall be at liberty to refuse the same or to levy such charges and/or conditions in respect of the same as the Maintenance In-charge may deem fit and proper

SCHEDULE E-1

(HOUSE RULES)

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. unless the right of parking is expressly granted and mentioned in Clause 2 of the Schedule B hereinabove written ("Parking Facility"), the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever
3. In case the Purchaser has applied for and granted parking space, the facility of such parking shall be subject to the following conditions:-
 - (i) The Purchaser shall pay the Parking Facility Maintenance Charges punctually and without any delay or default
 - (ii) the Purchaser shall not park any motor car, two wheeler or any other vehicle at any other place in the said Project (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever;
 - (iii) the Purchaser shall use the Parking Facility, only for the purpose of parking of his medium sized motor car that could comfortably fit in the allotted Parking Space and/or two wheeler, as the case may be.
 - (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 Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
 - (vi) The Purchaser shall not grant transfer let out or part with the Parking Facility independent of the Designated Apartment nor vice versa, with the only exception being that the Purchaser may transfer the Parking Facility independent of the other to any other Co-owner of the Project and none else.
 - (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 enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Parking Facility at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the 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) In case the Purchaser is provided facility of parking in the Mechanical Parking System, the Allottee shall abide by observe fulfill and perform all rules and regulations applicable to the user thereof. The Purchaser accepts and acknowledges that any use of the parking facility if taken by the Purchaser in the Mechanical Parking System 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.

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

- (i) 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
- (ii) 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
- (iii) not to allow or permit any leakage or seepage of water from the floor to any other portion of the Buildings at the Project;
- (iv) 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.
- (v) 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
- (vi) 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 Buildings at the Project and/or the said Land and/or outside walls of the Buildings at the Project save in the manner indicated by the Promoter or the Maintenance In-Charge
- (vii) 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.
- (viii) not to sub-divide the Open Terrace in any manner.

5. The use of the Common Areas including but not limited to the Club Facility shall be done by the Purchaser using due care and caution and the role of the Promoter shall be only to provide the initial infrastructure in respect of the Common Areas (including the Club Facility) and appoint agencies for maintenance of the same. The Purchaser shall not hold the Vendors or the Promoter liable in any manner for any accident or damage while enjoying the Common Areas including any Club Facility by the Purchaser or his family members or any other person.
6. 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 Purchaser at its own costs and expenses. In doing and carrying out the said fitout works, the Purchaser shall be obliged to do all works 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 others and with minimum noise and without causing any disturbance or annoyance to the other Co-owners. The Purchaser shall ensure that there shall be no stacking of debris or materials in any Common Areas and there shall be regular clearing of all debris arising out of the Fitout works. The Purchaser hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in anyway damage or destroy the beams and columns on the floor, ceiling and walls of the Designated Apartment. The Purchaser shall be responsible for all consequences, loss of life and property, damages or accidents that may occur due to breach or default on the part of the Purchaser while carrying out any fitout or other activity.
7. 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.
8. 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.
9. not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Designated Apartment **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of the Designated Apartment save that the Purchaser shall have the right install window/ split air-conditioners at the place/s provided therefor in the Designated Apartment.
10. 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.
11. 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 at the Project 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 Buildings at the Project or any part thereof.
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 or balcony/verandah if attached thereto corridor, lobby or passage of the floor in which the Designated Apartment is situate or in any other common areas of the Buildings at the Project 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 Purchaser 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 Buildings at the Project and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Apartment within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
 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 Buildings at the Project 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 Buildings at the Project or may cause any increase in the premia payable in respect thereof.
 22. not to commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Apartment and any other Unit in or portion of the Project.
 23. 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.

24. 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.
25. to maintain at his own costs, the Designated Apartment and the Balcony, 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, Kolkata Municipal Corporation, CESC 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.
26. not to alter the outer elevation or façade or colour scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows etc.) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Promoter as aforesaid nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the Buildings at the Project 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.
27. Not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
28. not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
29. 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.
30. To allow and permit the Promoter the following rights and authorities:-
 - (i) 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 obstruct remove or block the same in any manner whatsoever or howsoever.
 - (ii) 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 Vendors, 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 Building 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.

- (iii) The Block 1 Areas may at the discretion of the Promoter have separate entry/exit and/or open and covered adjoining spaces and may be segregated with temporary or permanent walls/fencing/doors in such manner as the Promoter may deem fit and proper.

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

- (i) 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 Kolkata Municipal Corporation and any other appropriate authority Provided That so long as the Designated Apartment is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said Land.
- (ii) 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 appurtenances or the Building or the said Land and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Apartment and/or appurtenances and proportionately in case the same relates to the Building or the said Land or any part thereof.
- (iii) Electricity charges for electricity consumed in or relating to the Designated Apartment and the appurtenances (including any applicable minimum charges and proportionate share of transmission loss).
- (iv) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Apartment and the appurtenances 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 and the appurtenances, 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.
- (v) Proportionate share of all Common Expenses (including those mentioned in Schedule E-2 hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Rs.____.00 (Rupees ____) only per Square foot per month of the Unit Area for CAM mentioned in clause 9.6 of Schedule A-2 above. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

- (vi) In case the Purchaser has opted for the Parking Facility, the Purchaser shall pay the Parking Facility Maintenance Charges calculated @Rs.500/- per annum to be increased every three years by 15% (fifteen percent) of the amount then payable.
 - (vii) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
 - (viii) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
- 31.1 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.
- 31.2 The maintenance charges mentioned in clause 31 (v) above 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.
- 31.3 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.
- 31.4 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges municipal rates and taxes, Common Expenses 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 prescribed rate as per the Act or Rules 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.
- 31.5 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 at the Project 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"):

- 1 **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces including Mechanical Parking System and all adjoining side spaces and all related, gutters and pipes for all purposes, drains and cables and wires, equipments and accessories, machinery, tools and tackles, Club related equipment's etc., drains and electric cables and wires in under or upon the Said Building and/or the Project and/or the Club and related facilities and/or enjoyed or used by the Purchaser 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 Purchaser 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 part of the Said Building and/or the Project so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2 **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas (including lifts, generators, intercom, water pump with motor, Club related equipment's, electricity, light fittings etc and also the costs of repairing, renovating and replacing the same and also the Parking Spaces
- 3 **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
- 4 **ASSOCIATION:** Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
- 5 **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
- 6 **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 7 **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

- 8 **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
- 9 **PARKING SPACES:** All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces including Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
- 10 **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors, the Promoter, the Association for the common purposes.