

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** (“**Deed**”) is made on this [•] day of [•], 20____at
Kolkata

BY AND AMONGST

RAMDULLARI CASTLE PRIVATE LIMITED (PAN AAJCA5581G) (CIN: U70109WB2011PTC163096) a company incorporated under the Companies Act, 1956 & 2013, having its registered office at, Premises No 24/1/1 Alipore Road, 3rd Floor, Police Station: & Post Office Alipore, Kolkata- 700 027, duly authorised by its Director/ authorized signatory, [•] (PAN [•]), son of [•], residing at [•], Police Station: [•], Post Office: [•], Kolkata- [•], vide board resolution dated [•] hereinafter referred to as the “**Owner**” (which expression shall, unless repugnant to the context, be deemed to mean and include its respective successors-in- interest and permitted assigns) of the **FIRST PART**;

AND

PRIMARC PROJECTS PRIVATE LIMITED (PAN: AADCP8058P), (CIN: U74140WB2006PTC107474) a company incorporated under the Companies Act, 1956, having, having its registered office at Primarc Square, 7th Floor, LA-I, Sector III, Salt Lake, Bidhannagar Sai Complex, Bidhannagar, North 24 Parganas, West Bengal 700 098 Post Office: Bidhannagar, Police Station: Bidhannagar Sai Complex, duly represented by its authorized signatory, [•] (PAN [•]), son of [•], residing at [•], Police Station: [•], Post Office: [•], Kolkata- [•] vide board resolution dated [•] hereinafter referred to as the “**Promoter**” (which term or expression shall, unless repugnant to the context, be deemed to mean and include its respective successors-in- interest and assigns) of the **SECOND PART**;

AND

Mr [•], [PAN: [•]], son of [•] and Mrs [•] [PAN: [•]] wife of [•] both residing at [•] P.S: [•], P.O: [•] hereinafter collectively referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

[OR]

[•] [PAN: [•]] a company within the meaning of the Companies Act, 2013 and having its registered office at [•] P.S: [•], P.O: [•], Kolkata- [•] duly represented by its Authorized Signatory [•] [PAN: [•]] son of [•] residing at [•], P.O: [•] P.S: [•], Kolkata- [•], hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant

to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

[•] [PAN: [•]], a partnership firm established under the Indian Partnership Act, 1932 and having its office at [•], P.O: [•], P.S: [•], Kolkata- [•] and represented by its authorised partner [•] [PAN: [•]], son of [•] and residing at [•], P.S: [•], P.O: [•], Kolkata- [•], hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof mean and include the partners of the firm for the time being and their successors and permitted assigns) of the **THIRD PART**.

[OR]

[•] [PAN: [•]], a trust/society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at [•], P.S: [•], P.O: [•], Kolkata- [•] and represented by its [•], Mr [•] [PAN: [•]], son of [•] and residing at [•], P.S: [•], P.O: [•], Kolkata- [•], hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof mean and include all the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in- office and permitted assigns) of the **THIRD PART**.

[OR]

Mr [•] [PAN: [•]], son of [•], residing at [•], P.S: [•], P.O: [•], Kolkata- [•] for self and as the Karta of the Hindu Joint Mitakshara Family known as [•], HUF [PAN: [•]], having its place of business/ residence at [•], P.S: [•], P.O: [•]- Kolkata-[•] hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

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

The Owner, the Promoter and the Purchaser shall hereinafter collectively be referred to as the “**PARTIES**” and individually as a “**PARTY**”.

WHEREAS:

A. By a Demerger order dated 10th February 2020, the Hon’ble National Company Law Tribunal, Kolkata Bench, in CA (CAA) No. 376/KB/2019 approved the Scheme of

Arrangement between M/s. Vijai Shree Private Limited therein referred to as Demerging Company of the One Part and Ramdullari Castle Private Limited, therein referred to as the Resulting Company, whereby the said M/s. Vijai Shree Private Limited transferred all the property, rights and interest of the Real Estate Segment being demarcated land of 12,444 Square metres, more or less, morefully, described in **Schedule 1 Part A** herein under , in favour of M/s. Ramdullari Castle Private Limited with effect from 1st April 2018 absolutely and forever.

- B.** The Howrah Municipal Corporation vide Memo No. 6849/20-21 dated 10th March 2021 recorded the demerger and renumbered the above mentioned piece and parcel of land containing an area of 12,444 Square Meters, more or less, together with the building and structures standing thereon as premises Nos. 47+48/2, Raj Narayan Roy Chowdhury Ghat Road, P.S. Shibpur, Ward No. 36, within the limits of Howrah Municipal Corporation, District Howrah (herein after referred to as the “**Said Property**”) and morefully, described in **Schedule 1 Part A** herein under.
- C.** By a development agreement dated 5th May 2022, registered with the Additional Registrar of Assurances - IV, Kolkata and recorded in Book No. I, Volume No. 1904-2022, Pages 531995 to 532053, Being No. 190407647 for the year 2022 (“**Development Agreement**”), executed between the Owner and the Promoter, the Owner appointed the Promoter to develop the Said Property and commercially exploit the same on the mutually agreed terms and conditions mentioned therein. In pursuance of the said Development Agreement, the Owner executed a Power of Attorney dated 16th May, 2022 and registered at the office of the Additional Registrar of Assurances-IV, Kolkata and recorded in Book No. I, Volume No. 1904-2022, Pages 566390 to 566423, Being No. 190408302 for the year 2022 (“**Power of Attorney**”) whereby the Owner authorized the Promoter, *inter alia*, to deal with the Said Property for the purpose of the development of the same and on other terms and conditions mentioned therein.
- D.** Further, the said Demerger order dated 10th February 2020 was duly stamped and registered with the Additional Registrar of Assurances-IV, Kolkata in Book No. I, Volume No. 1904-2023, in Pages 954623 to 954707 Being No. 17223 for the year 2023.
- E.** It was thereafter brought to the knowledge of the Owner that the said Property was vested with the Government of West Bengal in terms of Sec. 6(3) of the West Bengal Estates Acquisition Act, 1953.
- F.** During the subsistence of the ongoing development plans as envisaged in the Development Agreement, the Owner applied to the Department of Land and Land Reforms and Refugee Relief and Rehabilitation vide application dated 10th October 2023 for obtaining conversion of the Said Property on applicable salami as per rule 6A or 6B of the West Bengal Land Reform Rules, 1965 envisaged in Notification

No.631-LP dated 18th February 2020 and freehold Settlement as per Notification No. 2701-LP/1A-03/23 dated 10th July 2023.

- G.** The Government of West Bengal by an Order Being Memo No. 1180-LP/5M-76/23 dated 12th March 2024, was pleased to accord sanction for conversion and freehold transfer of the Said Property for setting up of a mini township, in favour of the Owner subject to payment of the requisite salami and conversion fees as per the demand raised and on the terms and conditions stated therein.
- H.** That the Owner has since paid the requisite salami and conversion fees to the Government of West Bengal for Conversion and Freehold Settlement vide TR Form No.7 being challan Nos. CHL-6814 and CHL-06815 dated 14th March 2024.
- I.** The Government of West Bengal handed over physical possession of the Said Property to the Owner on 27th March 2024 in accordance to the Memo No. 265/TSU/2024.
- J.** By a Deed of Conveyance dated 8th April 2024 made between the Governor of The State of West Bengal, therein referred to as the Executor of the One Part and Ramdullari Castle Private Limited, therein referred to as the Purchaser of the Other Part and registered at the office of the Additional Registrar of Assurances IV, Kolkata West Bengal, duly recorded in Book -I, Volume No. 1904-2024, Pages 255596 to 255614, Deed No. 190405000 for the year 2024 therein at and for the consideration therein mentioned, the Governor of The State of West Bengal transferred, conveyed and granted the Said Property on the terms and conditions mentioned therein (“**Conveyance Deed**”).
- K.** By a Deed of Declaration dated 25th April 2024, made between the Governor of the State of West Bengal therein referred to as the Executor/Declarant of the One Part, and the Owner herein, therein referred to as the Purchaser of the Other Part and registered with the Additional Registrar of Assurances- IV, Kolkata duly recorded in Book No. IV, Volume No. 1904-2024, Pages from 3517 to 3545 being Deed No. 190400162 for the year 2024 (“**Deed of Declaration**”), the Governor of the State of West Bengal rectified the Conveyance Deed thereby recording the rectification in the spelling of “**CASTLE**” in the name of the Purchaser therein, being the Owner herein.
- L.** The said Ramdullari Castle Private Limited, the Owner herein, thus became seized possessed and otherwise well and sufficiently entitled to the Said Property on freehold basis.
- M.** The Parties thereafter entered and registered a Supplemental Agreement dated 10th May, 2024 at the office of Additional Registrar of Assurances -IV of Kolkata West Bengal, duly recorded in, Book -I, Volume No. 1904-2024, Pages 350878 to 350895, being Deed No. 190406668 for the year 2024 to record the above events (hereinafter referred to as the “**Supplemental Agreement**”).

- N. For betterment of the Project, and upon the request of the Owner herein, the President of India acting through the Sr.(DEN)/HQ/HWH, DRM office, Howrah Division, Eastern Railway, Government of India granted the Owner lease for passage /Entrance for the purpose of access from Foreshore Road to the Said Premises (“**Railway Land**”). Subsequently, vide a Lease Deed dated 17th January, 2025 executed by and between the President of India acting through the Sr.(DEN)/HQ/HWH, DRM office, Howrah Division, Eastern Railway, Government of India therein referred to as the Lessor of the One Part and Ramdullari Castle Private Limited, therein referred to as the Lessee of the Other Part and registered at the office of Additional Registrar of Assurances -II of Kolkata West Bengal, duly recorded in, Book -I, Volume No. 1902-2025, Pages 218838 to 218876, being Deed No. 190205003 for the year 2025 and for the consideration therein mentioned, the Lessor therein granted the Said Premises in favour of Ramdullari Castle Private Limited/Lessee on a long term basis for 32 (thirty two) years valid up to 31.03.2057, on the terms and conditions mentioned therein (“**Railway Lease Agreement**”).
- O. The Owner further states since the boundary line of the east side of the Said Property as mentioned hereinabove, encroached the land of the railways abutting Foreshore Road, the physical boundary line of the Said Property was revised and accordingly a strip of land equivalent to 0.01623 Acres more or less was left from the Said Property and the Owner executed a ‘Boundary Declaration’, dated 8th July, 2025 for the land 3.059 Acres equivalent to 12380.965 Sq. Mt. more or less and registered at the office of Additional Registrar of Assurances -II of Kolkata West Bengal, duly recorded in, Book -I, Volume No. 1902-2025, Pages 385876 to 385888, being Deed No. 190208091 for the year 2025, to give effect to the said revised boundary line.
- P. For the further betterment of the Project, the Owners shall transfer a portion of the Said Property admeasuring 135 sqmt for the purpose of compactor which has earmarked the said Premises defined herein below.
- Q. Subsequently the Owner and the Promoter agreed that the land area for development thus stands modified to 3.025 Acres equivalent to 12243 square metre, more or less, comprised in Premises No. 47+48/2 Raj Narayan Roy Chowdhury Ghat Road, Police Station – Shibpur, Ward – 36, Howrah – 711102 hereinafter referred to as the “**Said Premises**” shown in “**RED**” colour in the map/plan annexed hereto and marked as “**Annexure A**” and more fully and particularly described in **PART B of SCHEDULE 1** hereunder written.
- R. In pursuance to the above, the said Premises is earmarked for the purpose of development of a residential project comprising of Tower A, consisting G + 24 Floors, Tower B & Tower C consisting of G+25 Floors (“**Building**”) and other

common areas, parts, portions, facilities, amenities, utilities and installations proposed to be constructed within the Building and the said Premises (“**Project**”) by the Promoter. The Railway Land shall always be considered a part of the Project only as a means of access to the Said Premises.

- S. The Promoter, for the purpose of development of the Project, has caused a building plan to be sanctioned by the HMC vide building permit No. SWS-OBPAS/1902/2025/0894 dated 6th August 2025 (“**Project Plan**”).
- T. The Promoter, has since registered the said Project with the Real Estate Regulatory Authority (the “**Authority**”) constituted under the relevant provisions and/or sections (the “**Sections**”) of the Real Estate (Regulation and Development) Act 2016 as made applicable in the state of West Bengal (the “**Act**”) read with the West Bengal Real Estate (Regulation and Development) Rules, 2021 (the “**Rules**”) under registration No. **WBRERA/P/HOW/2025/003467**.
- U. The Promoter has provided limited number of marked and numbered open parking areas within the Project in conformity with the Project Plan for the benefit of the Purchasers of the Project and such open Parking areas shall be treated as a part of the Common Areas (*defined herein below*) of the Project. In terms of the Agreement executed by and between the Parties, the Promoter has agreed to grant the exclusive right to park a vehicle in one of such open parking area (“**Open Parking Space**”) to the Purchaser on a “FIRST COME FIRST SERVED” basis and with the sole objective of maintaining peace and harmony amongst the Purchasers. The Open Parking Space shall be reserved for use of Purchaser herein to the exclusion of the other Purchasers in the Project and such right to exclusive use of the Purchaser shall be an indefeasible, inseparable and a vested right running with the Unit (*defined herein below*).
- V. The Purchaser has applied for the allotment of a residential apartment in the Project, vide Application No. _____ dated _____ and has been allotted **ALL THAT** unit No. _____ having unit carpet area of _____ square feet, together with an exclusive balcony having area of _____ square feet, together with Store room, if any, having carpet area of _____ square feet, together with an exclusive open terrace carpet area, if any, having area of _____ square feet. Total Chargeable Area of _____ square feet, more or less (being carpet area of unit + exclusive balcony carpet area + Store room carpet area + 50% of Terrace carpet Area), altogether located in Tower _____ at the _____ Floor of the Building in the Project named “**Primarc Aadvika**” **TOGETHER WITH** _____ numbers of Covered Mechanical A/Covered Mechanical B/ Covered Independent/ Covered Puzzle Parking , located at the Building/Said Premises (hereinafter referred to and identified as the “**Parking Space**”) (hereinafter collectively referred to and identified as the “**Unit**”) **TOGETHER WITH** the perpetual irrevocable proportionate right to use the

common areas parts, portions, facilities, amenities, utilities and installations, more fully ,described in **SCHEDULE 3** hereunder written (“**Common Areas**”) in common with the remaining Purchasers/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the “**Apartment**” which is more fully described in **SCHEDULE 2** hereto) and the unit is delineated in **Yellow** colour on **MAP/PLAN** annexed hereto and marked as “**Annexure B**”.

- W.** Subsequently, by an agreement to sale dated [•] (“**ATS**”) which was executed and registered at the office of [•] and recorded in Book No [•], Volume No. [•], Pages [•] to [•], being No. [•] for the year [•] among the Owner, the Promoter and the Purchaser whereby the Promoter agreed to transfer and the Purchaser agreed to purchase the Apartment subject to the terms and conditions contained in the ATS, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- X.** The Promoter has since then completed the construction of the Apartment pursuant to the said Plan and has been issued the Completion Certificate for the Project vide No. [•] dated [•] by the Howrah Municipal Corporation (“**Completion Certificate**”).
- Y.** The Purchaser has from time to time paid the Total Price as recorded in ATS for purchasing the Apartment and the Purchaser hereby confirms that the Promoter has duly complied with its obligations contained in ATS and is not in default of its obligation therein.
- Z.** The Promoter has called upon the Purchaser to take lawful, vacant, peaceful physical possession of the Apartment and pursuant thereto the Purchaser has taken such possession of the Apartment to the Purchaser’s full satisfaction.
- AA.** Before taking possession of the Apartment, the Purchaser has fully satisfied himself/herself/itself with regard to the following:
- (i) The right, title and interest of the Owner to the said Premises, the documents relating to the title of the said Premises, the right of the Promoter and the Plan of the Project.
 - (ii) The materials, the workmanship and the quality of construction of the said Apartment and the Project, including the structural stability of the same.

- (iii) The total area comprised in the said Apartment.
 - (iv) The Completion Certificate.
 - (v) The scheme of user and enjoyment of the Common Areas and the Club as contained in these presents and also in the ATS.
- A. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the Apartment by the Promoter to and in favour of the Purchaser.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH THAT:

1. CONVEYANCE AND TRANSFER BY SALE

1.1 In consideration of the payment of the Total Price as mentioned in **Schedule-6** hereunder written and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid observed and performed, the Promoter hereby sells conveys grants transfers absolutely and forever, to the Purchaser **ALL THAT** unit No. ____ having unit carpet area of ____ square feet, together with an exclusive balcony having carpet area of ____ square feet, together with Store room, if any, having carpet area of ____ square feet, together with an exclusive open terrace area, if any, having carpet area of ____ square feet. Total Chargeable Area of ____ square feet, more or less (being carpet area of unit + exclusive balcony carpet area + Store room carpet area + 50% of Terrace carpet Area), altogether located in Tower ____ at the ____ Floor of the Building in the Project named "**Primarc Aadvika**" **TOGETHER WITH** _____ numbers of Covered Mechanical A/Covered Mechanical B/ Covered Independent/ Covered Puzzle Parking , located at the Building/Said Premises (hereinafter referred to and identified as the "**Parking Space**") (hereinafter collectively referred to and identified as the "**Unit**") **TOGETHER WITH** the perpetual irrevocable proportionate right to use the common areas parts, portions, facilities, amenities, utilities and installations, more fully ,described in **SCHEDULE 3** hereunder written ("**Common Areas**") in common with the remaining Purchasers/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the "**Apartment**" which is more fully described in **SCHEDULE 2** hereto) and the unit is delineated in **Yellow** colour on **MAP/PLAN** annexed hereto and marked as "**Annexure B**", **ALONG WITH** all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Apartment and

every part thereof and the properties appurtenant thereto, absolutely and forever, as its exclusive owner, free from all encumbrances **SUBJECT HOWEVER** to the observance and performance by the Purchaser of all the covenants, stipulations, restrictions, and obligations mentioned hereinafter all of which shall be and be deemed to be covenants running with the said Premises **AND FURTHER SUBJECT** to the observance and performance by the Purchaser of all the terms and conditions of the management, administration and maintenance of the Project **AND FURTHER SUBJECT** to the Purchaser paying and discharging all existing and future maintenance charges, rates, taxes, impositions, outgoings etc. in respect of the Apartment from the date of its possession and/or the deemed date of possession, as the case may be, wholly with respect to the Apartment and proportionately with respect to the Project in relation to the Common Areas.

- 1.2 Unless contrary to the context, the capitalised term ‘**Apartment**’ (defined above) wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted, and it is expressly made clear that the same constitute one residential unit.
- 1.3 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no ownership whatsoever in respect of the following:
 - a) The Common Areas (including Club in the Project which is more fully described in **Part-B of Schedule-7** hereto);
 - b) Other residential apartments and parking spaces in the Project; and
 - c) The Railway Land.
- 1.4 In respect of the Railway Land, it is hereby expressly clarified that the Railway Land has been granted on leasehold basis to the Owner vide Railway Lease Deed on a long term basis for a period of 32 years valid up to 31 March 2057 and further renewable for a period of 35 years as mentioned therein. It is further clarified herein that one of the accesses from Foreshore Road to the said Premises is through the Railway Land, and the Purchaser along with the other Purchasers/co-Purchasers of the Project shall have right of accessing the Railway Land solely for the purpose of ingress and egress to the said Premises. Further, the Purchaser along with Purchasers /co-Purchasers/Association shall be liable for the payment of lease premium/ lease rent in respect of the Railway Land and the Purchaser hereby consents to bear the proportionate cost towards maintenance of the Railway Land. It is hereby further clarified that the Purchaser along with other Purchasers/ co-Purchasers/ Association shall be responsible for compliance, subsistence, and renewal of the Railway Lease Agreement for the purpose of

continuous enjoyment of access/pathway through the Railway Land to the said Premises. The Purchaser agrees that this Clause shall always run with the said Premises.

- 1.5 It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 1.6 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other Purchasers/purchasers and/or of the Owner/Promoter.
- 1.7 The sale of the said Apartment is together with and subject to the mutual easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Schedule-6(Common Rules and Restrictions)** hereto, which shall be covenants running with the said Apartment in perpetuity.

2. THE PROMOTER AND THE OWNER DOTH HEREBY REPRESENT AND WARRANT TO THE PURCHASER AS FOLLOWS:

- 2.1 The Promoter hereby represents and warrants to the Purchaser as follows:
 - (i) The Promoter has the requisite rights to carry out development upon the said Premises.
 - (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
 - (iii) The Promoter has the right to sell transfer convey the Apartment and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
 - (iv) There are no encumbrances upon the said Premises or the Project. However, for obtaining financial assistance and/ or loans from

Banks, Financial Institutions, NBFCs and other lenders, the Promoter may already have created mortgage and/ or charge on the said Premises and shall be at liberty to create further mortgages and/ or charges in respect of the said Premises or any part thereof, and the Purchaser hereby consents to the same, provided however that, at the time of execution of the Deed of Conveyance, the Promoter assures to have the Apartment released from any such mortgage and/ or charge, if any, with intent that the Purchaser, subject to his making payment of all the amounts payable as per the Payment Plan in the ATS and complying with his other obligations therein, will be acquiring title to the Apartment free of all such mortgages and charges created by the Promoter.

- (v) There are no litigations pending before any Court of law or Authority with respect to the said Premises, Project or the Apartment.
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has developed the Project in compliance with all applicable laws.
- (vii) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Completion Certificate has been issued and possession of Apartment or Project, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the Association of purchasers or the competent authority, as the case may be.
- (viii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Premises) has been received by or served upon the Promoter in respect of the said Premises and/ or the Project.

- (ix) The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including, **Schedule-6** and **Schedule-7**, peaceably own, hold and enjoy the said Apartment.

- (x) The Promoter hereby further covenants with the Purchaser that the Promoter has received the Total Price as mentioned in **Schedule-5** and acknowledges the receipt thereof in the Memo of Consideration hereunder.

2.2 The Owner hereby represents and warrants to the Purchaser as follows:

- (i) The Owner has the absolute, clear and marketable title with respect to the said Premises.
- (ii) The said Premises is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said Premises.
- (iii) The Owner has not received any notice from any authority for acquisition, requisition or vesting of the said Premises or any part thereof and declare that the said Premises is not affected by the scheme of any municipal authority or government or any other statutory body.
- (iv) The Owner does not hold any excess vacant land under the Urban Land (Ceiling and Regulations) Act, 1976 and any excess land under the West Bengal Land Reforms Act, 1955.
- (v) The Owner has full authority and power to sell, convey and transfer the said Premises in favour of the Association of Purchasers of the Project.
- (vi) No tax, rates, cess, royalty etc. in respect of the said Premises or any part thereof is due to any authority or government.
- (vii) No person or persons have any right of pre-emption over and in respect of the said Premises or any part thereof.
- (viii) The Owner is the sole and absolute owner of the said Premises or any part thereof and the said Premises or any part thereof is free from and against all and/or any encumbrances, demands, claims, charges, liens, mortgages, debts, prohibitions, restrictions, trusts, debentures, uses, rights, attachments, executions, lis-penden, requisitions, acquisitions, alignments, defects and liabilities whatsoever and is sufficiently entitled to pass a clear marketable title in respect of the said Premises or part thereof.
- (ix) The Owner shall hand over to the Association of Purchasers of the Project all original title deeds, writings, muniments and other evidence of title pertaining to the said Premises in conformity with the provisions of the Act.

3. THE PURCHASER DOETH HEREBY COVENANTS WITH THE OWNER AND THE PROMOTER AS FOLLOWS:

- 3.1 The Purchaser shall observe and perform all the terms, covenants and conditions contained in this Deed to the extent and so far as they are applicable to the Apartment
as if they were incorporated in these presents and not to commit breach of or do any act contrary to any of the terms, covenants and conditions stated therein.
- 3.2 The Purchaser shall not cause nuisance or annoyance to the adjoining purchasers and occupants.
- 3.3 The Purchaser shall indemnify and keep indemnified the Owner and the Promoter against any loss, costs, charges and expenses that it may suffer or incur on account of breach of any law, rules and regulations of the Government or any local authority, or breach of any term or covenant of the Deed or of these presents.
- 3.4 The Purchaser shall pay and discharge in entirety or proportionately (as the case may be) from the deemed date of possession all existing and future municipal rates, taxes, land revenues, assessments, impositions and outgoings (including interest, penalties in case of delayed payment, charges, claims etc.) whatsoever which now are or in the future shall be imposed or charged upon the Apartment and/or the Project constructed thereon and which may be assessed, charged or imposed upon either on the Promoter or the Purchaser or occupier thereof whether in respect of the Apartment or the Project or the Premises erected thereon in accordance with the provisions of relevant laws.
- 3.5 The Purchaser shall comply with all applicable laws, rules and regulations, notifications and circulars for the construction, use, enjoyment and possession of the Apartment and the Project erected thereon including but not limited to the sanctioned Plan, and to be solely liable for all breaches and/or defaults in compliance thereof and to keep the Owner and the Promoter saved harmless and indemnified for all losses claims and demands which the Owner and/or the Promoter may suffer or be put to by reason of any breach or alleged breach of this covenant.
- 3.6 The Purchaser shall make regular payments for consumption of electricity, water and other services and/or utilities supplied to or obtained for the Apartment and/or the Project and to keep the Promoter saved harmless

and indemnified in this regard. In the event there are any amounts outstanding with respect to water and electricity or any other utilities or facilities or services consumed or availed for the Apartment and/or the Project, the Purchaser shall be liable to make payments for the same to the concerned authority.

- 3.7 The Purchaser shall not use or allow the Apartment for any illegal or immoral purposes or for any noisy or offensive trade or business.
- 3.8 The Purchaser shall not amalgamate, sub-divide or partition the Apartment or any part thereof with any other apartment or apartments within the Project.
- 3.9 The Purchaser shall not bring in or store or allow to be brought in or stored in the Apartment or the Project or the said Premises or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the other structures constructed on the said Premises and not do or allow to be done on the building anything that may deteriorate the value of the building or the Apartment or the Project or injure the same in anyway, except in accordance with law.
- 3.10 The Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Common Areas the Maintenance Charges as mentioned in **Part-A of Schedule 7 hereto**, electricity charges, DG Back Up Charges, Reticulated Gas Consumption Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Apartment and/or relating to this Deed shall be paid by the Purchaser without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;
- 3.11 The Purchaser shall get the said Apartment mutated in his/her name within 3 (three) months of completion of sale that is from the date of registration of this Deed, apply for and obtain separately assessment by the HMC at his or her own costs. The Purchaser shall keep the Owner and the Promoter indemnified against any loss, claims and/ or demand that may be incurred by or may arise against the Owner and/ or the Promoter due to non-fulfilment and/or non-observance of this obligation by the Purchaser.

- 3.12 The Purchaser shall pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- 3.13 The Purchaser shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas.
- 3.14 The Purchaser represents and warrants that it has inspected and understood the Plan and has accepted the floor plan and the specifications, amenities and facilities of the Apartment which is part of the integrated Plan of the Project **and** has been approved by the HMC, as represented by the Promoter.
- 3.15 The Purchaser shall, after taking possession, be solely responsible to maintain the 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 Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the 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. The Purchaser hereby expressly agrees that clause 12 including clause 34.4 in relation to Defect Liability as mentioned in the ATS shall form part of this Deed.
- 3.16 The Purchaser shall not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face/facade of Building or anywhere on the exterior of the Building comprised in the said Project/said Premises. The Purchaser 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 of Building. Further the Purchaser shall not store any hazardous or combustible goods in the 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 Apartment.
- 3.17 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The

Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 3.18 The Purchaser has, inter alia, inspected and verified all the documents as also the Plan of the Apartment and the Project and is satisfied as to the Plan and/or the construction of the Building thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Common Areas.
- 3.19 The Purchaser agrees and undertakes to comply with and honour the mutual easements, common rules and restrictions mentioned in this Deed and in **Schedule-6** hereunder written.
- 3.20 The Purchaser agrees and undertakes to abide by the rules/scheme framed for the Club as more fully described in **Part-B of Schedule-7** hereto. The Purchaser hereby further agrees that the Club will form part of the Common Areas of the Project and will be handed over to the Association.

4. THE PARTIES DO HEREBY COVENANT WITH EACH OTHER AS FOLLOWS:

- 4.1 Any relaxation and indulgence granted by the Promoter to the Purchaser shall not in any way prejudice the rights of the Promoter under the Deed.
- 4.2 The failure of the Promoter to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed or the rights and obligations of the parties hereto. The Purchaser agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of this Deed executed by both parties hereto.
- 4.3 The Promoter and the Owner have the right to execute this Deed of Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected.
- 4.4 The Owner and the Promoter confirm that the Owner and the Promoter are not restricted in any manner whatsoever from selling the said

Apartment to the Purchaser in the manner contemplated in this Deed of Conveyance.

- 4.5 The Common Areas, which include the common areas, parts and portions within the Project, more fully and particularly described in **Schedule-3**, are dedicated to the Project and intended for perpetual, irrevocable, non-exclusive use and enjoyment by the Purchaser in common with the Promoter (for the unallotted apartments and parking spaces) all the other Purchasers/Purchasers/lawful occupants of other apartments and parking spaces comprised in the Project.
- 4.6 The Apartment along with Parking Space shall be treated as a single indivisible unit for all purposes. The Purchaser shall use the Parking Space allotted to him with the Apartment. The Parking Space allotted cannot be transferred separately and is transferable along with the Apartment only and shall be deemed to have been transferred with the Apartment even though the same be not expressly mentioned in any future conveyances or instrument of transfer.
- 4.7 The Purchaser has obtained electricity meter with respect to his Apartments from the competent authority. The Purchaser shall pay the electricity bills pertaining to his Apartment directly to the competent authority.
- 4.8 Diesel Generator (“**DG**”) has been installed to provide back- up power to run basic facilities in the Project. In addition to that, DG back up facility has been made available for every apartment. The Purchaser has paid the amount for allocated DG load for its Apartment. In case the Purchaser requires additional DG power load in their Apartment, the extra DG power load shall be allotted upon availability and in multiples of kilowatt (KW) at the rate of Rs. [•]/- per KW. The Purchaser will be required to pay DG usage charges on the basis of a suitable mechanism as shall be devised by the Promoter Association, as the case may be.

5. POSSESSION

The Purchaser has inspected and is fully satisfied in all respects with the construction of the Apartment and the Common Areas and the Project and confirms that he has no claim of whatsoever nature against the Promoter on any account whatsoever. Simultaneously with the execution and registration of this Deed, khas, vacant, peaceful, satisfactory and acceptable possession of the Apartment has been handed over by the Promoter to the Purchaser, which the Purchaser admits, acknowledges and accepts.

6. Transfer/conveyance of Common Area Share and User Rights

The Purchaser has been categorically made aware by the Promoters that the extent of the Common Areas and/or the rights appurtenant thereto being conveyed/transferred to the Purchaser is on the Right to Use basis and the same is being transferred as per the Act and/or the Rules and Regulations made thereunder.

The proportionate undivided share of the Purchaser in the Common Areas is to be conveyed and transferred to the Association of Purchasers in compliance of the provisions of the Act and/or the Rules and Regulations made thereunder and/or Rules or Regulations and the Notification dated 4th May, 2023. The representatives of the Association of Purchasers, as and when formed, shall attend the execution and registration of the deeds of transfer / sale to be made in favour of the Association of Purchasers and further the Purchaser as a member of the Association agrees to bear the proportionate cost of such transfer, as may be assessed by the Registration Authority.

This obligation as aforesaid of the Purchaser as a member of the Association to be formed, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

7. MISCELLANEOUS

7.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Purchaser.

7.2 The Purchaser shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Common Areas, payable by the Purchaser and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.

THE SCHEDULE-1 ABOVE
REFERRED TO: PART A
(“Said Property”)

ALL THAT piece and parcel of land measuring about 3.07523 acres equivalent to 12,444 Sq.mt. be the same a little more or less, situated at Mouza- Shibpur (Sheet No. 119 & 120), J.L no. 01, comprised in L.R Plot No. 82 and 44, being Premises No. 47+48/2, Raj Narayan Roy Chowdhury Ghat Road, Shibpur, Howrah – 711102 Police Station: Shibpur, Assesse No. 155560, Ward No: 36, within the limits of Howrah Municipal Corporation(HMC) and butted and bounded on;

The North by : Gurucharan Roy Chowdhury Ghat Road
The South by : 47+48 Raj Narayan Roy Chowdhury Ghat Road
The East by : Land of Railways abutting Foreshore Road
The West by : 47+48 Raj Narayan Roy Chowdhury Ghat Road

PART B
(“Said Premises”)

ALL THAT piece and parcel of land measuring about 3.025 Acres equivalent to 12243 square metre be the same a little more or less, situated at Mouza- Shibpur (Sheet No. 119 & 120), J.L no. 01, comprised in L.R Plot No. 82 and 44, being Premises No. 47+48/2, Raj Narayan Roy Chowdhury Ghat Road, Shibpur, Howrah – 711102 Police Station: Shibpur, , Ward No: 36, within the limits of Howrah Municipal Corporation(HMC) and butted and bounded on;

The North by : Gurucharan Roy Chowdhury Ghat Road
The South by : 47+48 Raj Narayan Roy Chowdhury Ghat Road
The East by : Land of Railways abutting Foreshore Road
The West by : 47+48 Raj Narayan Roy Chowdhury Ghat Road

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

The said Premises is delineated on the Plan appearing in **Annexure “A”** hereunder and bordered thereon in **RED** colour.

THE SCHEDULE-2 ABOVE

REFERRED TO:

(“Apartment”)

ALL THAT unit No. _____ having unit carpet area of _____ square feet, together with an exclusive balcony, having carpet area of _____ square feet, together with Store room, if any, having carpet area of _____ square feet, together with an exclusive open terrace, if any, having carpet area of _____ square feet. Total Chargeable Area _____ square feet, more or less (being carpet area of unit + carpet area of balcony + carpet area of Store room+50% of Terrace carpet Area) , altogether located in Tower _____ at the _____ Floor of the Building in the Project named **“Primarc Aadvika” TOGETHER WITH _____** numbers of Covered Mechanical A/Covered Mechanical B/ Covered Independent/ Covered Puzzle Parking , located at the Building/Said Premises (hereinafter referred to and identified as the **“Parking Space”**) (hereinafter collectively referred to and identified as the **“Unit”**) **TOGETHER WITH** the perpetual irrevocable proportionate right to use the common areas parts, portions, facilities, amenities, utilities and installations, more fully ,described in **SCHEDULE 3** hereunder written (**“Common Areas”**) in common with the remaining Purchasers/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the **“Apartment”** which is more fully described in **SCHEDULE 2** hereto) and the unit is delineated in **Yellow** colour on **MAP/PLAN** annexed hereto and marked as **“Annexure B”**.

THE SCHEDULE-3 ABOVE REFERRED TO

(Common Areas)

1. Entire Land comprised in the Said Premises
2. Multi-purpose Hall with Kitchen and toilet facilities.
3. Association room.
4. Banquet & Outdoor Party lawn with Kitchen and toilet facilities.
5. Temple.
6. Provision for Crèche/Child Day-care.
7. Kid’s play area.
8. Open to air Badminton courts.
9. Provision for Yoga / dance / aerobics room.
10. Male & Female Massage room with SPA Facility.
11. Gymnasium.
12. Swimming pool with Change room.
13. Kids pool adjacent to the main pool.
14. Pool-side Party lawn and provision for Snacks corner.
15. Open to air mini-amphitheater.
16. Reading lounge & Library.
17. Indoor games room.

18. Dedicated Waiting lounge for each tower.
19. Guest room facility
20. Staff Office for Facility & Operation team.
21. Sewage Treatment Plant.
22. Underground Pump room for Fire & Domestic water supply.
23. Fire and CCTV control room.
24. Visitors car-parking.
25. Gas Bank provision.
26. 24 hrs. restricted power backup for common areas.
27. Garbage composter.
28. Partial Solar Power supply for Common Area lighting system.
29. Staff / Driver's rest room with toilet.
30. Common staircases, lift and lift lobbies.
31. Ground floor reception and lobbies on ground and typical floors.
32. Fire refuge platforms.
33. Mumty room and Roof top terraces.
34. All equipment, machineries & pipe lines for common use.
35. Underground and overhead Water tanks.
36. All Internal drive ways.
37. Security goomty at entry/exit locations.
38. Landscape gardens and lawn.
39. Pump room for swimming pool.
40. Electrical room/ meter room.
41. All service shafts, cutouts & ducts.

SCHEDULE-4 ABOVE REFERRED TO

(Specifications, Amenities and Facilities)

PART "A"

(Specifications)

SPECIFICATIONS		
1	FOUNDATION:	RCC Foundation resting on cast-in-situ RCC bored piles.
2	SUPERSTRUCTURE:	Earthquake resistant RCC Framed structure with External Concrete Wall.
3	INTERNAL WALLS:	AAC Blocks / Fly-Ash Bricks
4	ULTIMATE ROOF:	RCC roof with Tiles / Stone finish.

5	WALL FINISHES:	
(a)	External Façade	Weather-proof Premium Exterior grade Paint
(b)	Internal	
(i)	Apartments -	POP / Putty finish
(ii)	Common Area - Main Lobbies & Corridor	Acrylic Paint Finish in combination of Stone / Tile cladding at designated areas.
(iii)	Common Area - Staircase, Services Area, Covered Carpark Areas	POP / Putty with Paint finish
6	FLOORING & CLADDING:	
(a)	Apartments -	
(i)	Living / Dining / Bedroom	Premium grade Vitrified tiles on floor
(iii)	Kitchen	Vitrified tiles on floor
(iv)	Toilets	Anti-Skid vitrified tiles on floor & Walls
(v)	Servants room/ Store	Vitrified tiles on floors
(b)	Exclusive Terraces / Balconies -	Exterior grade tiles / Granite
(c)	Service Balcony -	Anti-skid tiles
(d)	Common Lobby -	Vitrified tiles on floors & Tile / Granite finish at Elevator location
6	DOORS:	
(a)	Apartment Main Door	Decorative Door
(b)	Apartment Internal Doors	Flush Door
7	WINDOWS:	Powder coated Aluminum Casement / Sliding windows
8	TOILET	
(i)	Fittings & Fixtures	CP fitting and Sanitary ware of Reputed Brand. Counter Top Basin & Glass partition at MBRT.
(ii)	Electrical Provision	Electrical provision for Geyser & Exhaust fan.
(iii)	Plumbing	Domestic Water Supply with Geyser pipeline provision
9	AIR CONDITIONING:	VRV Indoor and Outdoor system

10	ELECTRICAL	TV Points in all Bedroom & Living / Dining except Study / Kids Room
		Adequate electrical points in all Bedrooms, Study, Living / Dining, Kitchen and Toilets
		Washing Machine point
		Modular switches of reputed make
		Intercom facility in Living / Dining
11	FIRE SUPRESSION & DETECTION:	Firefighting system as per WBF&ES recommendation.
12	ELEVATORS:	High Speed Automatic Elevators.
13	POWER & BACK UP:	24X7 DG back up for lighting only to the unit as per following:
		3 BHK apartment - 2.5 KVA
		3.5 and 4 BHK apartment - 3 KVA
		4.5 and 5 BHK apartment - 3.5 KVA
		Duplex apartment - 5 KVA
		100% 24X7 DG back up for Common area.
14	SAFETY & SECURITY:	24X7 surveillance facility with CCTV cameras at designated areas.
15	RAILING	MS Railing

PART "B"
(AMENITIES AND FACILITIES)

AMENITIES:

1. Multi-purpose Hall with Kitchen and toilet facilities.
2. Association room.
3. Banquet hall with Outdoor Party lawn.
4. Temple.
5. Provision for Crèche/Child Day-care

6. Kid's play area.
7. Open to air Badminton court.
8. Provision for Yoga/ dance/ aerobics room.
9. Male and female Massage room and SPA facility.
10. Gymnasium.
11. Swimming pool with Change room.
12. Kids pool adjacent to the main pool.
13. Pool-side Party lawn and provision for Snacks corner.
14. Open to air mini-amphitheater.
15. Reading lounge and Library.
16. Indoor games room.
17. Dedicated waiting lounge for each tower.
18. Guest room facility.

FACILITIES:

1. Staff Office for Facility & Operation team.
2. Sewage Treatment Plant.
3. Underground Pump room for Fire & Domestic water supply.
4. Fire and CCTV control room.
5. Visitors car-parking.
6. Gas Bank provision.
7. 24 hrs. power backup for common areas.
8. Garbage composter.
9. Partial Solar Power supply for Common Area lighting system.
10. Staff/ driver's rest room with toilet.
11. Electrical Charging Point for Electric Car on request basis with additional cost from owner.

**SCHEDULE – 5 ABOVE REFERRED TO:
(Total Price)**

Total Price being [•]/- (Rupees [•] only), the consideration for the transfer of the said Apartment including all rights agreed to be transferred in favour of the Purchaser hereof

**SCHEDULE- 6 ABOVE REFERRED TO:
(Common Rules and Restrictions)**

As a matter of necessity, the ownership and enjoyment of the Apartment by the Purchaser shall be consistent with the rights and interest of all the other

Purchasers/purchasers and while using and enjoying their respective apartments and the Common Areas, each of the Purchasers/purchasers shall be bound and obliged:

- (a) to co-operate with the other Purchasers/purchasers of the Project, Association, as the case may be, in the management and maintenance of the said Premises and the common purposes;
- (b) to observe, fulfil and perform the rules, regulations and restrictions from time to time in force for the quiet and peaceful use, beneficial common enjoyment and management of the said Premises and in particular the Common Areas, and other common purposes, as may be made and/or framed by the Promoter and/or the Association, as the case may be;
- (c) to allow the Association/Promoters and its authorised representatives with or without workmen to enter into their apartments at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in their apartments within seven days of giving of a notice in writing by the Maintenance In-charge/Interim Body/Association thereabout and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect;
- (d) to use their respective Apartments/apartments (and utility rooms, servants' room/store room etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Religious establishment, mess, boarding house, public gathering place, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.);
- (e) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of common walls or floor or store such goods which are objected to by the concerned local or other authority or things therein or thereat or in any other common areas of the said Premises. If any such damage is caused by the Purchaser, family members, servants, invitees, agents or employees of the Purchaser, the Purchaser shall compensate for the same.
- (f) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place on the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective apartments. It is hereby expressly made clear that in no event

any Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of his/her/its apartment.

- (g) 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 apartment or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (h) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the said Premises otherwise than in the manner agreed by the Association in writing or in the manner as near as may be in which it was previously decorated.
- (i) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (j) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Building.
- (k) to keep their respective apartments and walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other apartment in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartments/parts of the Building and not to do or cause to be done anything in or around their respective apartments 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 their respective apartments. In particular, and without prejudice to the generality to the foregoing, the Purchasers/purchasers shall not make any form of alteration and/or shall not chisel or in any other manner cause damage in the beams and columns, walls, slabs or RCC, parti passing through their respective apartments or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (l) Apartment:
 - (i) The Purchaser is aware that the Apartment shall be in a habitable condition.
 - (ii) Cable/Wires: That the Purchaser shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Promoter or to the other Purchasers 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 Premises and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be

- (iii) **Connectivity:** The Purchaser agrees that the Promoter shall, provide connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with two service providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Purchaser (as also other apartment owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated providers to all the Flat/Apartments.
- (iv) **Air condition:** The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Purchaser shall have to strictly follow while installing AC apartments. That the Purchaser shall not install any window air-conditioning apartments anywhere in the said Apartment and in such areas where air-conditioners are not installed by the Promoter and shall install air-conditioners only in designated areas as approved by Promoter.
- (m) **Balcony/Terrace:** The balcony or terrace, is meant for the exclusive use of the Purchaser of the Apartment and the same shall be a property/right (as applicable) appurtenant to such Apartment and the right of use and enjoyment thereof shall always travel with such Apartment and the following rules terms conditions and covenants shall be applicable on the Purchaser thereof in relation thereto:
 - i) The Purchaser thereof shall not be entitled to sell convey transfer or assign such Terrace independently (i.e., independent of the apartment owned by such Purchaser);
 - ii) The Purchaser thereof not make construction of any nature whatsoever (be it temporary or permanent) on such

Balcony/Terrace nor cover the same in any manner, including *Shamianas* etc.;

- iii) The Purchaser thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
- (n) Car Parking Space: The Purchaser shall be bound and obliged to observe fulfil and perform the following terms and conditions:
 - (i) The Purchaser shall use such Parking Space only for the purpose of parking of its own motor car within the allotted demarcated space and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park motor car thereat;
 - (ii) The Purchaser shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his apartment.
 - (iii) The Purchaser shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls/barricades etc. of any nature whatsoever or raise any kuccha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
 - (iv) The Purchaser shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said Premises or any other portion of the said Premises save at the allotted Parking Space;
 - (v) The Purchaser shall observe fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the parking spaces in the said Building and the said Premises.
 - (vi) The Purchaser shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
 - (vii) The Purchaser agrees that valet parking will be provided in the Project due to Mechanical Parking facilities provided, if any. The Purchaser agrees that the remuneration of such valet parking will be paid by the Association

- p) Store room:
The Purchaser shall not be entitled to sell transfer or assign to any person such store room or allow or permit any one to use such store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such store room, independent of his apartment with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his Unit to any other Purchaser of Unit in the Building and none else.
- (q) not to carry on or cause to be carried on any obnoxious or injurious activities or noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their apartments, the parking spaces and the Common Areas, including but not limited to acts of vandalism, putting up posters and graffiti.
- (r) not to slaughter or kill any animal in any area (including common areas/ parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (s) not be entitled to nor permitted to make any structural changes/ modifications to their respective apartments or any part thereof Provided That internal finishing work may be carried out by the Purchaser in a lawful manner.
- (t) not make construction of any nature whatsoever (be it temporary or permanent) in or about/above the balcony / terraces etc., nor cover the same in any manner, including shamianas etc.
- (u) not to fix or install air conditioners in their respective apartments save and except at places where provision has been made by the Promoter for installation of the same. Further, before installation, the Purchasers shall also get the layout plan of the air conditioner/s to be installed in their respective apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning apartments is drained within their respective apartments.
- (v) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and/or install any collapsible gate/grill outside the main door/entrance of the Apartment and also not to install any grill/ collapsible gate on the balcony or veranda and/or terrace and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and

windows including grills of the flat / apartment which in the opinion of the Promoter or the Association differs from the colour scheme of the Building or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the Building and/or detract from the uniformity and aesthetics of the exterior of the Apartment or aesthetic quality of the surroundings of the Building and the Project.

- (w) not to make in the apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
- (x) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non- compliance, non- performance, default or negligence on their part.
- (y) maintain at their own costs, their respective apartments in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective apartments as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Premises (as applicable) and to make such additions and alterations in or about or relating to their respective apartments and/or the Buildings as be required to be carried out by them, independently or in common with the other purchasers as the case may be without holding the Promoter in any manner liable or responsible therefore and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Association and each of them saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that they or any of them may

suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Purchasers.

- (z) The Purchaser agrees that one of the accesses from Foreshore Road to the Said Premises is through the Railway Land and the Purchaser/co-Purchasers shall have the right of ingress/egress through the same. Further, the Purchaser is aware and acknowledges that the Railway Land has been granted on lease to the Owner vide the Railway Lease Agreement on long term basis for a period of 32 years valid up to 31.03.2057 and further renewable for the period of another 35 years as mentioned therein. The Purchaser acknowledges that the Purchaser/co-Purchasers/Association shall be liable for the payment of lease premium/lease rent in respect of the Railway Land at the time of renewal. The Purchaser along with the co-Purchasers/Association herein further unconditionally confirms to bear the proportionate cost towards maintenance of the said Railway Land. Further, the Purchaser understands that the Purchaser along with co-Purchasers/ Association shall be responsible for compliance, subsistence and renewal of the said Railway Lease Agreement for continuous enjoyment of access/pathway through the Railway land to the Said Premises. Furthermore, the Purchaser acknowledges that this clause shall always be a covenant that runs with the Said Premises.

- (aa) shall pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, electricity charges, charges for enjoying and/or availing excess power (i.e. in excess of that allotted to their respective apartments by the Promoter at its discretion at the time of delivery of possession or Deemed Date of Possession of their respective apartments in terms hereof),together with interest thereon and all other outgoings (hereinafter referred to as “Outgoings”) related to the Apartment on and from the Possession Date or Deemed Date of Possession. However, so long as the Apartment 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 Apartment and/or Promoter and/or the Association, as the case may be. Further, on and from the Possession Date or Deemed Date of Possession, the Purchaser shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Purchaser in respect thereof;

- (bb) All penalty, surcharge, interest, costs, charges, and expenses arising out of any delay default or negligence on the part of the purchasers in

payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).

- (cc) The Purchaser hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances
- (dd) The Purchaser hereby also accepts not to change/alter/modify the name of the Project from that mentioned in this Agreement
- (ee) The Purchaser hereby accepts, confirms and declares that the covenants of the Purchaser as contained in this Agreement 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 Agreement.
- (ff) The Purchaser shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Apartment.
- (gg) The Purchaser shall not misuse or permit to be misused the water supply to the Apartment
- (hh) 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 Apartment 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
- (ii) The Purchaser shall not install or keep or run any generator in the Apartment and the parking spaces, if any
- (jj) The Purchaser shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;

- (kk) The Purchaser shall remain fully responsible for any domestic help or drivers, maids employed by the Purchaser and any pets kept by the Purchaser;
- (ll) Lifts :- The Building shall consist of two main lifts and a single service lift.
- (i) The purchasers, their servants/ domestic help shall not overload the service lifts and shall move goods only through the staircase of the Building;
- (ii) The Lifts shall be not used in case of fire.
- (mm) The Purchaser shall also be further liable to pay guarding charges at the rate of Rs. _____/- (Rupees only) for each month or part thereof, together with applicable taxes thereon, if any, for the period commencing on and from the Deemed Date of Possession till the actual physical possession is taken by the Purchaser
- (nn) The Allottee agrees to pay a refundable deposit payable to Promoter being an amount of Rs. _____/- (Rupees only) at the time of taking over possession of the Apartment, the said deposit will be refunded to the Purchaser on completion of Fit Out work carried out by the Purchaser in its Apartment. The Purchaser further understands and agrees that the said amount deposited with the Promoter may be adjust against cost of damages, if any, caused to the Project common areas or the Building/Project by the Purchaser caused by the fit out work carried out by the Purchaser.
- (oo) not to smoke in public areas of the Building and not to throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but to dispose them in dustbins after ensuring that the fire is fully extinguished from such cigarettes.
- (pp) not to pluck flowers or stems from the garden in the said Premises and/ or the Project and not to trespass or allow trespass over lawns, garden, plants within the common areas of the Project.
- (qq) The Purchaser agrees to immediately notify the Promoter and/ or Association (upon formation) of the tenant's/transferee's address and contact number, in case the Purchaser lets out or transfers the Apartment

**SCHEDULE-7 ABOVE REFERRED TO:
(Association, Maintenance of Common Areas and The Clubs)**

PART A: ASSOCIATION AND MAINTENANCE OF THE COMMON AREAS:

1. FORMATION OF ASSOCIATION OF PURCHASERS

The Purchaser agrees specifically as under with regard to maintenance and management of the Common Areas:

- (i) There will be an association of the Purchasers/purchasers of the Project formed in accordance with the Act and/or the West Bengal Apartment Ownership Act, 1972 along with the rules and bye-laws framed thereunder (“**Association**”). The maintenance of the Common Areas shall be handed over to the Association by the Promoter in conformity with the provisions of the West Bengal Apartment Ownership Act, 1972 and Rules and Bye-laws framed thereunder. The Purchasers/purchasers shall be liable to comply with the formalities of becoming members of Association and also to comply with the rules and bye-laws of the Association. The Promoter, as prescribed under the Act and/or the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) shall notify the Purchasers/purchasers of the Project regarding formation of the Association of the Project so as to enable them to constitute/form such Association.
- (ii) The Purchaser shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Purchaser had simultaneously with execution of the ATS, provided a Letter of Authority to the Promoter authorizing the Promoter to take necessary steps for formation of Association in respect of the Project, 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.
- (iii) Each Apartment in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment. Further, in the event an Apartment is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement 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.
- (iv) The Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within and in such manner as prescribed under applicable laws (hereinafter referred to as the “**Handover Date**”). Save as provided herein, 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., 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 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 Owner and the Promoter fully safe, harmless and indemnified in respect thereof.

- (v) The Purchaser had deposited a non-interest bearing security deposit (as specified in the Payment Plan of the ATS) with the Promoter, which deposit shall be treated as interest free Sinking Fund/ Maintenance Deposit (“**Sinking Fund**”). The Purchaser further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Purchaser and the other Purchasers of the Project to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the Purchasers/purchasers of the Project, inter alia, as a Sinking Fund. The Purchaser undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Purchaser and/or to replenish any shortfalls caused on account of the Purchaser. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Purchaser and the Association shall jointly and severally keep the Promoter indemnified for the same.
- (vi) The Purchaser acknowledges and agrees to allow the Promoter to adjust any receivables and/or dues towards payment of the monthly common charges and expenses (“**Maintenance Charges**”) from the Sinking Fund before the same is handed over to the Association. The Purchaser hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Purchaser hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- (vii) The Promoter and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the

Purchaser of its obligation to pay the applicable maintenance charges in terms of this Deed.

- (viii) 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 Building and/or the Project by the Promoter 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 and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- (ix) The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make the payment of the proportionate share of the monthly 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 rights of the Purchasers/purchasers in the Project.
- (x) Further, the Purchaser agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, 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 Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- (xi) Without prejudice to the rights available under this Deed, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, 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.
- (xii) It has been agreed by the Parties that the Association of all the Purchasers in the Project as and when the Project is completed in its entirety shall own all Common Areas of the Project together with all easement rights and appurtenances belonging thereto.
- (xiii) Till such time the Association is formed and the maintenance of the Project is handed over to the Association, the Promoter shall look after the maintenance and for this purpose the Purchaser shall pay to the Promoter 'Supervision Charges' calculated at the rate of 20% on total Maintenance Charges per month plus applicable taxes for looking after the maintenance of the Project.
- (xiv) The auditing of the accounts shall be carried out by one of the Big Four companies or any such range of auditors.

2. INTERIM MAINTENANCE PERIOD

The Purchaser further agrees specifically as under with regard to maintenance and management of the Common Areas:

- (i) The Promoter, in order to ensure the benefit of the Project and the Purchasers/purchasers, either on its own or through its nominated agency/or through a facility management Company shall maintain and manage the Common Areas at the costs and expenses of the Purchasers/purchasers but for a period not exceeding _____ years from the date of obtaining the completion certificate for the Project (“**Interim Maintenance Period**”). The Purchaser will pay Maintenance Charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period, which amount is included in the Total Price and shall be referred to as the “**Interim Maintenance Charge**”. It is hereby clarified that in case the Association is not formed even after the Interim Maintenance Period without any fault on the part of the Promoter and despite its repeated persuasion for the formation of the Association, then, there shall be separate agreement between the Promoter and the Purchaser(s)/purchasers containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of Common Areas beyond the Interim Maintenance Period.
- (ii) The maintenance and management of Common Areas by the Association will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC’s of Mechanical Car Parking, valet (if any) , Municipal taxes (if any) etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- (iii) The rules and bye laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the Purchasers/purchasers are bound to follow the same.
- (iv) After the Common Areas of the Project are handed over to the Association, the Association may adopt the rules and the bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

PART B: THE CLUB AND ITS FACILITIES

- i. The Promoter proposes to set up a club and/or a resident’s activity centre for use of the Purchasers in the Project (the "CLUB"). The Club will form part of the Common Areas of the Project and will be handed over to the Association in due course.

During the interim maintenance period, the Club shall be managed by the Promoter either by itself or through its nominee

- ii. The Purchaser shall be entitled to the facilities of a Club within the Project/ along with the Purchasers/occupiers of other apartments/units of the Project. The operational costs/charges of the Club shall form part of the Common Charges and Expenses.
- iii. It is expressly made clear that the membership of the Purchaser to the Club shall be transferred upon the Purchaser transferring the Apartment in favour of a third party.
- iv. The rights and obligations of the Purchaser as a member of the Club and the detailed terms and conditions of membership and rules and regulations governing use of the Club facilities will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to members before the Club is made operational. The Purchaser agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
- v. On failure of the Purchaser to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Association, as the case may be, shall be entitled to restrict the Purchaser's entry to the Club and withdraw all the privileges of the Club to the Purchaser, and the Purchaser hereby gives his/her/its unfettered consent to the same.
- vi. If the Purchaser bring guests to use the Club facilities, the Purchaser will be required to pay guest charges in accordance with the rules and regulations of the Club.
- vii. The Purchaser hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.
 - i. In this regard it is clarified that the club facilities are expected to be operational in the following manner:
 - a. The gym and indoor games on 10% occupancy
 - b. The swimming pool on 30% occupancy

and also only after the club management and/or the Promoter getting suitable professional operator at a reasonable cost for operating such club facilities.

viii.

ix. The Purchaser understands and accepts that all the facilities of the Club may not get ready/operational for use at the time the possession of the Apartment is handed over to the Purchaser. If, however, at the time of handing over possession of the Apartment to the Allotee, some of the Club facilities are made operational, then, and in that event, the Purchaser as a member of the Club, shall be entitled to use all those facilities which have been made operational.

x. In case the Apartment is transferred by the Purchaser, the membership of the Club will automatically stand transferred to the transferee of the Apartment and the transferor, approved/confirmed user by the said transferor will automatically cease to be member/Additional Member(s)/user of the Club.

xi. Detailed terms and conditions of the Club membership, different charges and rules and regulations governing the usage of the Club will be formulated in due course and circulated to all the members and the same will be binding on all the members (including additional members).

ANNEXURE-A
[PLAN OF THE SAID PREMISES]

ANNEXURE-B
[PLAN OF THE APARTMENT]

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Deed of Conveyance at Kolkata in the presence of attesting witness, signing as such on the day, month and year first above written.

**SIGNED SEALED AND
DELIVERED BY THE
WITHIN NAMED OWNER
IN THE PRESENCE OF:**

**SIGNED SEALED AND
DELIVERED BY THE
WITHIN NAMED
PROMOTER IN THE
PRESENCE OF:**

**SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED PURCHASER
IN THE PRESENCE OF: *(including joint purchasers)***

MEMORANDUM OF CONSIDERATION

[•]