

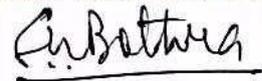
CONVEYANCE

1. Date: _____

2. Place: Kolkata

3. Parties:

SIDDHA TOWN BARUIPUR LLP



Authorised Signatory

- 3.1 **Broad Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013 having its registered office at 91A/1 Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [**PAN AAECB6602N**]
- 3.2 **Browse Merchants Private Limited**, a company incorporated under the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [**PAN AAECB6460G**]
- 3.3 **Browse Tie Up Private Limited**, a company incorporated under the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [**PAN AAECB6459P**]
- 3.4 **Darpad Promoters Private Limited**, a company incorporated under the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013, having its registered office at 1st Floor, 14, Netaji Subhas Road, Police Station Hare Street, Post Office G.P.O., Kolkata-700001, District Kolkata, West Bengal [**PAN AAECD2509A**]
- 3.5 **Geranium Projects Private Limited**, a company incorporated under the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013, having its registered office at 84A, Chittaranjan Avenue, Police Station Bowbazar, Post Office Bowbazar, Kolkata-700012, District Kolkata, West Bengal [**PAN AAECG6232B**]
- 3.6 **Majestic Conclave Private Limited**, a company incorporated under the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013, having its registered office at 131, Bakul Bagan Road, Police Station Bhowanipor, Post Office Bhowanipor, Kolkata-700025, District Kolkata, West Bengal [**PAN AAHCM4356P**]
- 3.7 **Recoup Tracom Private Limited**, a company incorporated under the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [**PAN AAFCR4144Q**]
- 3.8 **Recoup Vinimay Private Limited**, a company incorporated under the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013, having its registered office at 91A/1, Park Street, Post Office Park Street, Police Station Park Street, Kolkata-700016, District Kolkata, West Bengal [**PAN AAFCR4143K**]
- 3.9 **Panorama Marketing Limited (presently known as Panorama Marketing Private Limited)**, a company incorporated under the Companies Act, 1956, and governed by the provisions of the Companies Act, 2013, having its registered office at 1, Sarojini Naidu Sarani, Shubham Building, Unit 307, Police Station Park Street, Post Office Shakespeare Sarani, Kolkata-700017, District Kolkata, West Bengal [**PAN AABCP1466H**]

all are represented by their authorized signatory, _____, son of _____, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN _____)

(collectively **Owners**, include successors-in-interest)

And

3.10 **Siddha Town Baruipur LLP**, a limited liability partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Siddha Park Building, 6th Floor, 99A, Park Street, Kolkata-700016, Police Station Park Street [PAN ACJFS3627E] represented by its authorized signatory, _____, son of _____, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (PAN _____)

(**Promoter/Developer**, includes successors-in-interest and assign/s)

And

3.11 _____, _____ of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, PIN _____, Post Office _____, Police Station _____, District _____, West Bengal (PAN _____)

3.12 _____, _____ of _____, by faith _____, by nationality _____, by occupation _____, residing at _____, PIN _____, Post Office _____, Police Station _____, District _____, West Bengal (PAN _____)

(collectively **Buyers/Allottees**, includes their heirs, executors, administrators, successors-in-interest and permitted assigns)

Owners, Promoter/Developer and Buyers/Allottees are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 **Said Apartment:** Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less and the said apartment with attached balcony collectively having built up area of _____ (_____) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure**

“2” (**Said Apartment**), in Block/Building No. ____, (namely _____) (**Said Block/Building**), being a part of the Real Estate Project (defined in Clause 5.3 below) registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 (**Act**), the West Bengal Real Estate (Regulation and Development) Rules, 2021 (**Rules**) and the Regulations made under the Real Estate (Regulation and Development) Act, 2016 (**Regulations**) with the West Bengal Real Estate Regulatory Authority (**Authority**) at Kolkata on _____ under registration No. _____, the Real Estate Project is constructed on Land measuring 103.7946 (one hundred and three point seven nine four six) decimal equivalent to 62.9058 (sixty two point nine zero five eight) *cottah* equivalent to 4200.422 (four thousand two hundred point four two two) square meter, more or less, comprised in R.S./L.R. *Dag* Nos.7, 8, 11, 13, 14, 15, 16, 17, 18, and 19 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1 and 1949, at *Mouza* Khasmallik, J.L. No. 35, Police Station Baruipur, PIN 700144, and within the jurisdiction of Hariharpur *Gram Panchayat* , Sub-Registration District Baruipur, District South 24 Parganas, as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure “1”** hereto and more particularly described in **Schedule A-2** below (**Project Property**). The Real Estate Project has been developed as a Siddha Suburbia Phase II of the Whole Project (defined in 5.10.1 (iii) below) named **Siddha Suburbia (Said Complex)**, constructed/being constructed on land measuring 380.1992 (three hundred and eighty point one nine nine two) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 34 and 40 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1, 1852 and 1949, *Mouza* Khasmallik, J.L. No. 35, Police Station Baruipur, PIN 700144, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and (2) land measuring 957.5395 (nine hundred and fifty seven point five three nine five) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 16, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 66, 67, 68, 69, 70, 71, 72, 73, 78, 79, 85, 86, 87, 88, 89, 90, 92, 93, 95, 96 & 45/935, recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150 , *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, which is more particularly described in **Schedule A-1** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “ 1”** ("**Larger Property**").The total land measuring of Larger Property is 1337.7387 (one thousand three hundred and thirty seven point seven three eight seven) decimal.

4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment (**Land Share**). The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block/Building.

4.3 **Said Parking Space:** The right to park in the parking space/s described in **Schedule B** below (**Said Parking Space**), if any.

4.4 **Share In Common Areas:** Undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project (**Share In Common Areas**), the said common areas of the Real Estate Project being described in **Schedule C** below (**Common Areas**).

4.5 Said Apartment And Appurtenances: The subject matter of this Conveyance are 4.1, 4.2, 4.3 and 4.4 above, being the Said Apartment, the Said Parking Space (if any), the Share In Common Areas and the Land Share, respectively which are collectively described in **Schedule B** below (collectively **Said Apartment And Appurtenances**).

5. Background

5.1 Ownership of Larger Property: The Owner Nos. 1 to 9 are the joint owners of land measuring 380.1992 (three hundred and eighty point one nine nine two) decimal equivalent to 230.4238 (two hundred and thirty point four two three eight) *cottah* equivalents to 15412.96 (fifteen thousand four hundred and twelve point nine six) square meter, more or less, comprised in R.S./L.R. *Dag* Nos.7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 34 and 40 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1, 1852 and 1949, *Mouza* Khasmallik , J.L. No. 35 and land measuring 247.8633 (two hundred and forty seven point eight six three three) decimal equivalent to 150.2202 (one hundred and fifty point two two zero two) *cottah* equivalents to 10048.17 (ten thousand and forty eight point one seven) square meter, more or less, comprised in R.S./L.R. *Dag* Nos. 85, 86, 87, 88, 89, 90, 92, 93, 95 and 96, recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, and within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**First Property**) and the Owner Nos. 1to 9 are the joint owners of land measuring 709.6759 (seven hundred and nine point six seven five nine) decimal equivalent to 430.1066 (four hundred and thirty point one zero six six) *cottah* equivalents to 28769.67 (twenty eight thousand seven hundred sixty nine point six seven)square meter, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 16, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 66, 67, 68, 69, 70, 71, 72, 73, 78, 79, 86, 87 and 45/935, recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 & 4150, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas (**Second Property**), the First Property and the Second Property collectively being the Larger Property which is more particularly described in **Schedule A-1** below, being land measuring 380.1992 (three hundred and eighty point one nine nine two) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 34 and 40 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1, 1852 and 1949, *Mouza* Khasmallik, J.L. No. 35, Police Station Baruipur, PIN 700144, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and (2) land measuring 957.5395 (nine hundred and fifty seven point five three nine five) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 16, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 66, 67, 68, 69, 70, 71, 72, 73, 78, 79, 85, 86, 87, 88, 89, 90, 92, 93, 95, 96 & 45/935 , recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150 , *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas, delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “ 1”**.The total land measuring of Larger Property is 1337.7387 (one thousand three hundred and thirty seven point seven three eight seven) decimal. The Owners have purchased the Larger Property vide 150 (one hundred and fifty) separate Deeds of Sale i.e. (1) Deed of Sale dated 10.10.2012, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 1, Pages 3100 to 3114, being Deed No.

00190 for the year 2013 (2) Deed of Sale dated 08.11.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3115 to 3130, being Deed No. 191 for the year 2013 (3) Deed of Sale dated 27.11.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 2726 to 2742, being Deed No. 192 for the year 2014 (4) Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3131 to 3144, being Deed No. 193 for the year 2013 (5) Deed of Sale dated 12.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3145 to 3169, being Deed No. 195 for the year 2013 (6) Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 3170 to 3183, being Deed No. 196 for the year 2013 (7) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5220 to 5239, being Deed No. 358 for the year 2014 (8) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5240 to 5255, being Deed No. 359 for the year 2014 (9) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5256 to 5271, being Deed No. 360 for the year 2014 (10) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5272 to 5287, being Deed No. 361 for the year 2014 (11) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5288 to 5303, being Deed No. 362 for the year 2014 (12) Deed of Sale dated 08.01.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1, Pages 5304 to 5319, being Deed No. 363 for the year 2014 (13) Deed of Sale dated 21.01.14, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 2, Pages 4845 to 4859, being Deed No. 833 for the year 2014 (14) Deed of Sale dated 15.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3399 to 3419, being Deed No. 1923 for the year 2013 (15) Deed of Sale dated 15.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3420 to 3439, being Deed No. 1924 for the year 2013 (16) Deed of Sale dated 15.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3440 to 3460, being Deed No. 1925 for the year 2013 (17) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3145 to 3162, being Deed No. 1927 for the year 2013 (18) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3163 to 3180, being Deed No. 1928 for the year 2013 (19) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3181 to 3198, being Deed No. 1929 for the year 2013 (20) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3199 to 3216, being Deed No. 1930 for the year 2013 (21) Deed of Sale dated 22.01.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 5, Pages 3217 to 3234, being Deed No. 1931 for the year 2013 (22) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1427 to 1450, being Deed No. 3151 for the year 2013 (23) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1451 to 1474, being Deed No. 3152 for the year 2013 (24) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1475 to 1498, being Deed No. 3153 for the year 2013 (25) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1499 to 1522, being Deed No. 3154 for the year 2013 (26) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 1523 to 1546, being Deed No. 3155 for the year 2013 (27) Deed of Sale dated 01.03.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8,

Pages 1547 to 1570, being Deed No. 3156 for the year 2013 **(28)** Deed of Sale dated 06.03.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 4161 to 4175, being Deed No. 3162 for the year 2014 **(29)** Deed of Sale dated 26.02.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 4176 to 4191, being Deed No. 3163 for the year 2014 **(30)** Deed of Sale dated 26.02.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 8, Pages 3840 to 3855, being Deed No. 3167 for the year 2014 **(31)** Deed of Sale dated 05.04.2013, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 9, Pages 155 to 167, being Deed No. 4314 for the year 2013 **(32)** Deed of Sale dated 08.05.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 10, Pages 785 to 803, being Deed No. 4835 for the year 2014 **(33)** Deed of Sale dated 08.05.14, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 10, Pages 804 to 822, being Deed No. 4836 for the year 2014 **(34)** Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3767 to 3780, being Deed No. 5112 for the year 2012 **(35)** Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 16, Pages 3781 to 3794, being Deed No. 05113 for the year 2012 **(36)** Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 16, Pages 3795 to 3808, being Deed No. 05114 for the year 2012 **(37)** Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 16, Pages 3809 to 3832, being Deed No. 05115 for the year 2012 **(38)** Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 16, Pages 3833 to 3851, being Deed No. 05116 for the year 2012 **(39)** Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 16, Pages 3852 to 3866, being Deed No. 05117 for the year 2012 **(40)** Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3867 to 3881, being Deed No. 5118 for the year 2012 **(41)** Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3882 to 3895, being Deed No. 5119 for the year 2012 **(42)** Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 16, Pages 3896 to 3911, being Deed No. 05120 for the year 2012 **(43)** Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3927 to 3941, being Deed No. 5122 for the year 2012 **(44)** Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 16, Pages 3942 to 3956, being Deed No. 5123 for the year 2012 **(45)** Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 1664 to 1677, being Deed No. 5209 for the year 2013 **(46)** Deed of Sale dated 03.12.2012, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 13, Pages 1678 to 1691, being Deed No. 05210 for the year 2013 **(47)** Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3528 to 3541, being Deed No. 5328 for the year 2013 **(48)** Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3542 to 3555, being Deed No. 5329 for the year 2013 **(49)** Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3556 to 3569, being Deed No. 5330 for the year 2013 **(50)** Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3570 to 3583, being Deed No. 5331 for the year 2013 **(51)** Deed of Sale dated 22.05.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3584 to 3597, being Deed No. 5332 for the year 2013 **(52)** Deed of Sale dated 26.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3598 to 3617, being Deed No. 5333 for the

year 2013(53) Deed of Sale dated 26.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3618 to 3637, being Deed No. 5334 for the year 2013(54) Deed of Sale dated 26.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 3638 to 3657, being Deed No. 5335 for the year 2013(55) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 5954 TO 5979, being Deed No. 5336 for the year 2013(56) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 5980 to 6005, being Deed No. 5337 for the year 2013(57) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 6006 to 6031, being Deed No. 5338 for the year 2013(58) Deed of Sale dated 18.04.2013, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 13, Pages 6032 to 6057, being Deed No. 5339 for the year 2013(59) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 13, Pages 6865 to 6880, being Deed No. 6061 for the year 2012(60) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 134 to 148, being Deed No. 6259 for the year 2012(61) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 20, Pages 149 to 164, being Deed No. 06260 for the year 2012(62) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 165 to 181, being Deed No. 6261 for the year 2012(63) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 182 to 197, being Deed No. 6262 for the year 2012(64) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 20, Pages 198 to 214, being Deed No. 06263 for the year 2012(65) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 215 to 230, being Deed No. 6264 for the year 2012(66) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 20, Pages 231 to 247, being Deed No. 06265 for the year 2012(67) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 248 to 263, being Deed No. 6266 for the year 2012(68) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 20, Pages 264 to 279, being Deed No. 06267 for the year 2012(69) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 20, Pages 296 to 312, being Deed No. 06269 for the year 2012 (70) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 313 to 327, being Deed No. 6271 for the year 2012(71) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 328 to 343, being Deed No. 6272 for the year 2012 (72) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 344 to 359, being Deed No. 6273 for the year 2012(73) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 360 to 374, being Deed No. 6274 for the year 2012(74) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 375 to 391, being Deed No. 6275 for the year 2012(75) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 392 to 405, being Deed No. 6276 for the year 2012(76) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 406 to 420, being Deed No. 6277 for the year 2012(77) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 421 to 434, being Deed No. 6278 for the year 2012(78) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 20, Pages 435 to

450, being Deed No. 06279 for the year 2012(79) Deed of Sale dated 08.06.12, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 451 to 466, being Deed No. 6280 for the year 2012(80) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 694 to 708, being Deed No. 6296 for the year 2012(81) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 20, Pages 709 to 724, being Deed No. 6297 for the year 2012(82) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 18, Pages 3418 to 3432, being Deed No. 7501 for the year 2013 (83) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 18, Pages 3433 to 3447, being Deed No. 7502 for the year 2013(84) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 18, Pages 3448 to 3462, being Deed No. 7503 for the year 2013(85) Deed of Sale dated 24.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 24, Pages 2314 to 2332, being Deed No. 7504 for the year 2013(86) Deed of Sale dated 24.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 501, Pages 30 to 51, being Deed No. 7505 for the year 2013(87) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4705 to 4718, being Deed No. 7567 for the year 2012(88) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4719 to 4734, being Deed No. 7568 for the year 2012(89) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4735 to 4751, being Deed No. 7569 for the year 2012(90) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 23, Pages 4752 to 4770, being Deed No. 7570 for the year 2012(91) Deed of Sale dated 05.08.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 19, Pages 2761 to 2775, being Deed No. 7898 for the year 2013(92) Deed of Sale dated 05.08.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 19, Pages 2776 to 2790, being Deed No. 7899 for the year 2013 (93) Deed of Sale dated 02.07.13, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 19, Pages 2791 to 2811, being Deed No. 7900 for the year 2013(94) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 2073 to 2092, being Deed No. 8024 for the year 2012(95) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 874 to 890, being Deed No. 8319 for the year 2012(96) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 891 to 908, being Deed No. 8320 for the year 2012(97) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 982 to 996, being Deed No. 8326 for the year 2012(98) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 997 to 1015, being Deed No. 8328 for the year 2012(99) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 1073 to 1087, being Deed No. 8333 for the year 2012(100) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 26, Pages 2911 to 2928, being Deed No. 8453 for the year 2012(101) Deed of Sale dated 07.10.13, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 21, Pages 2089 to 2106, being Deed No. 09148 for the year 2013(102) Deed of Sale dated 07.10.13, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 21, Pages 2107 to 2124, being Deed No. 09149 for the year 2013(103) Deed of Sale dated 07.10.13, registered in the Office of the ADSR, Baruipur, in Book I, C.D. Volume No. 21, Pages 2125 to 2142, being Deed No. 09150 for the year 2013 (104) Deed of Sale dated 18.09.14, registered

in the Office of the ARA-I, Kolkata, in Book I, C.D. Volume No. 23, Pages 2711 to 2726, being Deed No. 09285 for the year 2014(**105**) Deed of Sale dated 18.09.14, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 23, Pages 2727 to 2742, being Deed No. 9286 for the year 2014(**106**) Deed of Sale dated 18.09.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 18, Pages 7238 to 7252, being Deed No. 9555 for the year 2013(**107**) Deed of Sale dated 18.09.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 18, Pages 7253 to 7270, being Deed No. 9556 for the year 2013(**108**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 2983 to 3002, being Deed No. 10118 for the year 2012(**109**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 2960 to 2974, being Deed No. 10119 for the year 2012(**110**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3003 to 3021, being Deed No. 10120 for the year 2012(**111**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3022 to 3036, being Deed No. 10121 for the year 2012(**112**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3037 to 3050, being Deed No. 10122 for the year 2012(**113**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3051 to 3065, being Deed No. 10123 for the year 2012(**114**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3066 to 3085, being Deed No. 10124 for the year 2012(**115**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 21, Pages 3086 to 3109, being Deed No. 10125 for the year 2012(**116**) Deed of Sale dated 10.05.2012, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 32, Pages 101 to 115, being Deed No. 10166 for the year 2012(**117**) Deed of Sale dated 13.09.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 167 to 183, being Deed No. 10539 for the year 2012(**118**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 184 to 200, being Deed No. 10540 for the year 2012(**119**) Deed of Sale dated 13.09.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 201 to 216, being Deed No. 10541 for the year 2012(**120**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 217 to 236, being Deed No. 10542 for the year 2012(**121**) Deed of Sale dated 10.05.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 2556 to 2574, being Deed No. 10652 for the year 2012(**122**) Deed of Sale dated 01.11.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 20, Pages 11306 to 11319, being Deed No. 10792 for the year 2013(**123**) Deed of Sale dated 01.11.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 20, Pages 11320 to 11333, being Deed No. 10793 for the year 2013(**124**) Deed of Sale dated 01.11.13, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 20, Pages 11334 to 11347, being Deed No. 10794 for the year 2013(**125**) Deed of Sale dated 22.11.2012, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 22, Pages 9150 to 9165, being Deed No. 10916 for the year 2012(**126**) Deed of Sale dated 02.06.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 34855 to 34872, being Deed No. 161105584 for the year 2015(**127**) Deed of Sale dated 02.06.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 34873 to 34890, being Deed No. 161105585 for the year 2015(**128**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99433-99457, being Deed No. 161105977 for the year 2017(**129**) Deed of Sale dated 31.07.17, registered in

the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99458-99481, being Deed No. 161105978 for the year 2017(**130**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99482-99505, being Deed No. 161105979 for the year 2017(**131**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99506-99530, being Deed No. 161105980 for the year 2017(**132**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99531-99555, being Deed No. 161105981 for the year 2017(**133**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 99556-99580, being Deed No. 161105982 for the year 2017(**134**) Deed of Sale dated 22.05.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 42858 to 42882, being Deed No. 161106066 for the year 2015(**135**) Deed of Sale dated 22.05.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 42936 to 42960, being Deed No. 161106068 for the year 2015(**136**) Deed of Sale dated 31.07.17, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 105066-105088, being Deed No. 161106296 for the year 2017(**137**) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81250 to 81268, being Deed No. 161108227 for the year 2015(**138**) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81269 to 81287, being Deed No. 161108228 for the year 2015(**139**) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81288 to 81309, being Deed No. 161108229 for the year 2015(**140**) Deed of Sale dated 18.09.15, registered in the Office of the ADSR, Baruipur, in Book I, Volume No. 1611-2015, Pages 81310 to 81328, being Deed No. 161108230 for the year 2015(**141**) Deed of Sale dated 22.12.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 6343-6367, being Deed No. 190100085 for the year 2016(**142**) Deed of Sale dated 22.12.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 9388-9411, being Deed No. 190100186 for the year 2016(**143**) Deed of Sale dated 19.05.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 3701 to 3725, being Deed No. 190104185 for the year 2015 (**144**) Deed of Sale dated 19.05.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 3799 to 3823, being Deed No. 190104186 for the year 2015(**145**) Deed of Sale dated 07.11.17, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 240153-240175, being Deed No. 190107132 for the year 2017(**146**) Deed of Sale dated 24.11.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 168032-168054, being Deed No. 190109251 for the year 2015(**147**) Deed of Sale dated 24.11.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 168055-168078, being Deed No. 190109252 for the year 2015(**148**) Deed of Sale dated 22.12.15, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2015, Pages 196324-196357, being Deed No. 190110134 for the year 2015 (**149**) Deed of Sale dated 07.05.19, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2019, Pages 144932-144964, being Deed No. 1901102968 for the year 2019 and (**150**) Deed of Sale dated 16.12.20, registered in the Office of the ARA-I, Kolkata, in Book I, Volume No. 1901-2021, Pages 15833-15872, being Deed No. 1901105350 for the year 2020. . The details pertaining to the title of the Owners to the Larger Property are elucidated in the Title Reports issued by Messieurs Saha & Ray, Advocates, copies whereof have been uploaded on the website of the West Bengal Housing Industry Regulatory Authority (collectively “ **Title Report**”) and the devolution of title and

ownership details of the Owners to the Larger Property(as mentioned in the Title Report)is annexed and marked as **Annexure “3”** hereto.

5.2 Development Agreement: For the purpose of developing and commercially exploiting the Larger Property by construction of the Said Complex thereon and selling various apartments/spaces therein (**Apartments**), the Owners entrusted the work of development of the Larger Property to the Promoter/Developer, on the terms and conditions recorded in 6 (six) separate development agreements i.e. (1) Development Agreement dated 22nd March 2016, registered in the Office of the Additional Registrar of Assurances I, in Book No. 1, CD Volume No. 1091-2016, Pages 86998 to 87046, being Deed No. 190102485 for the year 2016 (2) First Supplemental Developmental Agreement dated 27th August, 2019, registered in the office of the Additional Registrar of Assurances IV, Kolkata, recorded in Book No I, Volume No. 1904-2019, from Pages 388251 to 388285, being Deed No. 190408275 for the year 2019 (3) Second Supplemental Developmental Agreement dated 2nd December, 2019, registered in the office of the Additional Registrar of Assurances IV, Kolkata, recorded in Book No I, Volume No. 1904- 2019, from Pages 531576 to 531612, being Deed No. 190410995 for the year 2019 (4) Third Supplemental Developmental Agreement dated 16th January, 2020, registered in the office of the Additional Registrar of Assurances IV, Kolkata, recorded in Book No I, Volume No. 1904- 2020, from Pages 32696 to 32729, being Deed No. 190400399 for the year 2020 (5) Fourth Supplemental Developmental Agreement dated 4th August, 2022, registered in the office of the Additional Registrar of Assurances II, Kolkata, recorded in Book No I, Volume No. 1902-2022, from Pages 329268 to 329286, being Deed No. 190209070 for the year 2022 and (6) Fifth Supplemental Developmental Agreement dated 17th November, 2022, registered in the office of the District Sub- Registrar II, South 24 Parganas, recorded in Book No I, Volume No. 1602-2022, from Pages 555223 to 555242, being Deed No. 160214996 for the year 2022 collectively “**Development Agreement**”). In terms of the Development Agreement, the Promoter/Developer has become entitled to sell, transfer, encumber or otherwise alienate or dispose off the Units, parking spaces and other saleable spaces in the Said Block/Building/the Project Property/the Larger Property and to appropriate the entire consideration therefor.

5.3 Real Estate Project: The Larger Property is earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces. The development of the Said Complex *inter alia* consists of (**i**) **Block/Building Nos.1A** (namely Camelia) , **1B** (namely Dahlia), **1C** (namely Euphoria), **1G** (namely Helonia), **1H** (namely Ambrosia)and **1J** (namely Begonia)*inter-alia* comprising of 6 (six) Ground+ 14 (G+14) storied residential buildings, being constructed on the First Property, (**ii**) **Block/Building No. 1D**, *inter-alia* comprising of 1 (one) Basement +Ground + 4 (B+G+4) storied building for Multi-level Car Parking (**MLCP**), being constructed on the First Property (**iii**) **Block/Building No.2**, *inter-alia* comprising of 1 (one) Ground + 3 (G+3) storied building for Club, being constructed on the First Property and (**iv**) **Block/Building Nos. 1E** (namely Florencia), **1F** (namely Gardenia) *inter-alia* comprising of 2 (two) Ground+ 14(G+14) storied residential buildings, being constructed on the Project Property [defined in 5.10.1 (i) below] (v) Rooftop Sky Walk over the 8 (eight) (G+14) storied of the residential Blocks/Buildings (as mentioned above), being constructed on the First Property (vi) Blocks of Residential Bungalows being constructed on a portion of the Second Property, *inter-alia* consisting of Block Nos. 1(part), 2(part) to 7, being developed as Siddha Suburbia Bungalow Phase II of the Said

Complex/Whole Project (hereinafter called “Siddha Suburbia Bungalow Phase II”) and (vii) blocks of Residential Bungalows to be constructed on the Second Property, being a portion of the Second Property, inter-alia consisting of Block Nos. 1 (part) 2(part), 8, 9, 10, 11, 12 & 13, being developed as Siddha Suburbia Bungalow Phase III of the Said Complex/Whole Project and (viii) Future Blocks/Buildings/Developments, which may at the sole discretion of the Promoter, inter-alia comprise of residential/residential-cum-commercial/commercial multi-storied buildings/blocks, bungalows, villas, row houses, plots, car parking spaces and/or other permissible developments, to be constructed/developed by the Promoter on the balance portion of the Larger Property (i.e. the Larger Property after excluding the lands parcels being developed as Siddha Suburbia Phase I, Siddha Suburbia Phase II , Siddha Suburbia Bungalow Phase II and Siddha Suburbia Bungalow Phase III of the Said Complex/Whole Project) (hereinafter collectively called Future Development), which shall be developed by the Promoter at its sole discretion, out of which Block/Building Nos. 1E (namely Florencia), and 1F (namely Gardenia), inter-alia comprising of 2 (two) Ground+ 14 (G+14) storied residential buildings, being constructed on the Project Property, are presently being developed as phase (Siddha Suburbia Phase II) of the Whole Project (as defined in Clause 5.10.1 (iii) below) and registered as a “real estate project” by the Promoter and is being registered as a ‘real estate project’ (the Real Estate Project or Project) with the West Bengal Real Estate Regulatory Authority (Authority) ,under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.

5.4 Intimation to HGP and Sanction of Plans: The Owners duly intimated the HGP about commencement of construction of the Project vide its letter dated 30th September, 2015. The Promoter/Developer has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project (including for the Said Apartment and the Said Block/Building from the competent authority), which has been developed as a phase (Siddha Suburbia Phase II) of the Whole Project (defined in Clause 5.10.1 (iii) below).

5.5 Registration under the Act: The Promoter/Developer has registered the Real Estate Project under the provisions of the Act with the Authority at Kolkata on _____ under Registration No. _____.

5.6 Announcement of Sale: The Developer formulated a scheme and announced sale of Apartments and parking spaces to prospective purchasers (**Transferees**).

5.7 Application and Allotment to Buyers/Allottees: The Buyers/Allottees, intending to be a Transferee, upon full satisfaction of the Owners’ title and the Developer’s authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Developer has allotted the same to the Buyers/Allottees, who in due course entered into an registered agreement for sale dated _____, _____, (**Said Agreement**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.

5.8 Construction of Said Block/ Building: The Developer has completed construction of the Said Block/Building.

5.9 Conveyance to Buyers/Allottees: In furtherance of the above, the Owners and the Promoter/Developer are completing the Conveyance of the Said Apartment And

Appurtenances in favour of the Buyers/Allottees, by these presents, on the terms and conditions contained herein.

5.10 Acceptance of Conditions Precedent: Notwithstanding anything contained in the Said Agreement, the Buyers/Allottees confirm that the Buyers/Allottees have accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:

5.10.1 Understanding of Scheme by Buyers/Allottees: The undertaking and covenant of the Buyers/Allottees that the Buyers/Allottees have understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:

(i) Project Property: (i) Block/Building Nos. 1E (namely Florencia) and 1F (namely Gardeniainter-alia comprising of 2 (two) Ground+ 14 (G+14) storied residential buildings, being constructed on the First Property, , constitute the Real Estate Project in accordance with the provisions of the Act and Rules. The Real Estate Project is being constructed and developed upon a portion of the Larger Property as shown in Blue colour boundary line on the Plan annexed and marked as Annexure “1” hereto and more particularly described in Schedule A-2 below. The Owner Nos. 1 to 8 are the joint and absolute owners of the Project Property.

(ii) Scheme of Development of Larger Property: The detailed scheme of development attached as **Annexure “1”** discloses the proposed designated uses of the buildings/structures and the phase/s of development on the Larger Property and is based on the current approved layout for the Project Property and the conceptual layout for the development of the Larger Property. The conceptual layout of the development on the Larger Property shall be finally developed by the Promoter/Developer at its sole discretion either in terms of the Plan in **Annexure “1”** or in such other manner as may be possible under the relevant /applicable laws.

(iii) Whole Project: The Promoter/Developer is undertaking the development of the Larger Property in a phase-wise manner as mentioned in this Clause 5.10.1(the phase-wise development of the entirety of the Larger Property as envisaged in the Said Agreement, this Clause 5.10 and as also mentioned/contemplated in the other portions this Conveyance hereinafter referred to as **“the Whole Project”**).

(iv) Other Residential Component: Apart from the Real Estate Project, the Promoter/Developer proposes to develop in one or more phases other residential buildings/structures along with its/their common areas, facilities and amenities in the Whole Project and upon the Larger Property (**Other Residential Component**) and the portion of the Larger Property upon which the Other Residential Component shall be developed in such manner as the Promoter/Developer may in its sole discretion deem fit.

(v) Other Residential Exclusive Amenities: The Other Residential Component proposed to be developed as part of the Whole Project, may be provided with certain common areas, facilities and amenities (**Other Residential Exclusive Amenities**) and which may exclusively be made available to and usable by such person(s) as the Promoter/Developer may in its sole discretion deem fit including the Buyers/Allottees of the Other Residential Component and, may not be available to the Buyers/Allottees or any other Buyer/occupants of apartments/flats in the Real Estate Project.

(vi) **Non-Residential Component:** Further, the Promoter/Developer proposes to develop in one or more phases non-residential buildings/structures along with the Non-Residential Exclusive Amenities (defined below) upon the Larger Property (“**Non-Residential Component**”) and the portion of the Larger Property upon which the Non-Residential Component shall be developed in such manner as the Promoter/Developer may in its sole discretion deem fit.

(vii) **Non-Residential Exclusive Amenities:** On the Larger Property, the Promoter/Developer also proposes to develop certain common areas, facilities and amenities which may exclusively be made available to and useable by such person(s) as the Promoter/Developer may in its sole discretion deem fit including the allottee/s/occupants of such non-residential buildings/structures and such common areas, facilities and amenities may not be available for the use by the allottee/s of the Real Estate Project and the Other Residential Component (“**Non-Residential Exclusive Amenities**”).

(viii) **Further Development:** The Promoter/Developer is entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property, in full or in part, subject to the necessary permission/sanction being granted by the HGP and all other concerned authorities.

(ix) **Limited Areas And Facilities:** The Buyers/Allottees agree that the Promoter/Developer shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Real Estate Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the Buyer(s) of such apartments/flats and to the exclusion of other Buyer(s) in the Real Estate Project (**Limited Areas And Facilities**). The Buyers/Allottees agree to use only the Limited Areas And Facilities (if any) specifically identified for the Buyers/Allottees in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. In this regard it is clarified that in case any open car parking space is mentioned in **Schedule B** below, then such open car parking space shall be deemed to be part of the Limited Areas And Facilities, the usage whereof shall be exclusively enjoyed by the Buyer/s herein. The Buyers/Allottees agree to not use the Limited Areas And Facilities identified for other Buyer(s) nor shall the Buyers/Allottees have any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other Buyer(s) /Allottee(s) and/or the usage thereof.

(x) **Common Areas:** The Common Areas in the Real Estate Project that may be usable by the Buyers/Allottees and other Buyer(s) on a non-exclusive basis are listed in **Schedule C** hereunder written.

(xi) **Whole Project Included Amenities:** The common areas, facilities and amenities in the Whole Project including the Real Estate Project that may be usable by the Buyers/Allottees and other Buyer(s) in the Whole Project on a non-exclusive basis (**Whole Project Included Amenities**) are listed in **Schedule D** hereunder written. The Buyers/Allottees agree and accept that the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project. The Buyers/Allottees agree and accept that it shall not be obligatory for the Promoter/Developer to complete the Whole Project Included Amenities (as listed in **Schedule D** below) in all respects prior to handing over of possession of the Said Apartment

to the Buyers/Allottees and the Whole Project Included Amenities may be completed/provided only after completion of the Whole Project and the Buyers/Allottees expressly agree not to raise any objection regarding the same and also further waives the right, if any, to do so.

(xii) Maximum FAR: The Promoter/Developer shall be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof, subject to the necessary permission/sanction being granted by the HGP and all other concerned authorities, and construct additional built-up area— (i) by way of additional apartments and/or additional floors on the Said Block/Building; and/or (ii) additional buildings on any part of the remaining portion of the Larger Property. For the purpose aforesaid, the Promoter/Developer will be entitled from time to time to vary, amend and/or alter the building plans in respect of the Said Block/Building without however, adversely affecting the Said Apartment being sold hereunder, and to carry out construction work accordingly. The Buyers/Allottees hereby irrevocably agree and give his/her/its express consent to the Promoter/Developer for carrying out amendments, alternations, modifications, and/or variations in the building plans of the Said Block/Building for the aforesaid purpose and to put up construction accordingly. This consent shall be considered to be the Buyer's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Buyers/Allottees shall not raise any objection or cause any hindrance in the said development/construction by the Promoter/Developer whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Block/Building being affected by such construction. The Buyers/Allottees hereby agree to give all facilities and co-operation as the Promoter/Developer may require from time to time after taking possession of the Said Apartment, so as to enable the Promoter/Developer to complete the development smoothly and in the manner determined by the Promoter/Developer. It is expressly agreed by the Parties that the Promoter/Developer will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter/Developer as aforesaid.

(xiii) Possession of Said Parking Space comprised in MLCP: In the event the Said Parking Space (if any has been taken by the Buyers/Allottees in this Conveyance) are situate in the MLCP, being Tower/Building No. 1D, then in such event the Buyers/Allottees agree and accept that the physical possession of the Said Parking Space shall be given to the Buyers/Allottees only after completion of construction of the MLCP/ Building No. 1D.

5.10.2 Satisfaction of Buyers/ Allottees: The undertaking of the Buyers/Allottees to the Owners and the Promoter/Developer that the Buyers/Allottees are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyers/Allottees and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyers/Allottees hereby accept the same and shall not raise any objection with regard thereto.

5.10.3 Rights Confined to Said Apartment And Appurtenances: The undertaking of the Buyers/Allottees to the Owners and the Promoter/Developer that the right, title and interest of

the Buyers/Allottees are confined only to the Said Apartment And Appurtenances and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property/Larger Property and the Said Block/Building to third parties at the sole discretion of the Promoter/Developer, which the Buyers/Allottees hereby accept and to which the Buyers/Allottees, under no circumstances, shall be entitled to raise any objection.

6. Transfer

6.1 **Hereby Made:** The Owners and the Developer hereby sell, convey and transfer to and unto the Buyers/Allottees, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Apartment And Appurtenances, described in **Schedule B** below, being:

6.1.1 **Said Apartment:** The Said Apartment, being Residential Apartment No. _____, on the _____ floor, having carpet area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less, and the said apartment with attached balcony collectively having built up area of _____ (_____) square feet, more or less, being more particularly described in **Schedule B** below and the layout of the apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”**, in Block/Building No. _____ (namely _____) being a part of the Real Estate Project registered under the provisions of the Act, the Rules and the Regulations with the Authority at Kolkata on _____ under registration No. _____, the Real Estate Project is constructed on the Project Property as shown in **Blue** colour boundary line on the **Plan** annexed and marked as **Annexure “1”** hereto and more particularly described in **Schedule A-2** below, being land measuring Land measuring 103.7946 (one hundred and three point seven nine four six) decimal equivalent to 62.9058 (sixty two point nine zero five eight) *cottah* equivalent to 4200.422 (four thousand two hundred point four two two) square meter, more or less, comprised in R.S./L.R. *Dag* Nos.7, 8, 11, 13, 14, 15, 16, 17, 18, and 19 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1 and 1949, at *Mouza* Khasmallik, J.L. No. 35, Police Station Baruipur, PIN 700144, and within the jurisdiction of Hariharpur *Gram Panchayat*, Sub-Registration District Baruipur, District South 24 Parganas. The Real Estate Project has been developed as a phase (Phase) of the Whole Project named **Siddha Suburbia**, constructed/being constructed on the Larger Property delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “1”** and described in **Schedule A-1** below, being land measuring (1) 380.1992 (three hundred and eighty point one nine nine two) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 34 and 40 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1, 1852 and 1949, *Mouza* Khasmallik, J.L. No. 35, Police Station Baruipur, PIN 700144, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and (2) land measuring 957.5395 (nine hundred and fifty seven point five three nine five) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 16, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 66, 67, 68, 69, 70, 71, 72, 73, 78, 79, 85, 86, 87, 88, 89, 90, 92, 93, 95, 96 & 45/935, recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas. The total land

measuring of Larger Property is 1337.7387 (one thousand three hundred and thirty seven point seven three eight seven) decimal.

6.1.2 Land Share: The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building as be attributable and appurtenant to the Said Apartment. The Land Share has been derived by taking into consideration the proportion which the area of the Said Apartment bears to the total area of the Said Block/Building.

6.1.3 Said Parking Space: The Parking Space, being the right to park in the parking space/s described in **Schedule B** below, if any.

6.1.4 Share In Common Areas: The Share In Common Areas, being the undivided, impartible, proportionate and variable share in the common areas of the Real Estate Project, the said common areas of the Real Estate Project being described in **Schedule C** below.

7. Consideration and Payment

7.1 Consideration: The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Owners and the Promoter/Developer in consideration of a sum of Rs _____ (Rupees _____) for the Unit Price (excluding Goods & Service Tax) for the Said Apartment based on the carpet area and part of the Extra Charge so far computed is Rs. _____ (Rupees _____) and the Goods and Service Taxes is Rs. _____ (Rupees _____) aggregating to Rs. _____ (Rupees _____) ("Total Price"), paid by the Buyers/Allottees to the Owners (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

8. Terms of Transfer

8.1 Title, Sanctioned Plans and Construction: The Buyers/Allottees have examined or caused to be examined the following and the Buyers/Allottees are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

(a) The right, title, interest and authority of the Owners and the Promoter/Developer in respect of the Project Property, the Said Block/Building and the Said Apartment And Appurtenances;

(b) The sanctioned plans sanctioned by the HGP;

(c) The construction and completion of the Said Block/Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

8.2 Measurement: The Buyers/Allottees have measured the area of the Said Apartment and is satisfied regarding the same and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.3 Clarification on GST Input Credit: The Buyer/Allottee understand, confirm and accept that the Consideration of the Said Apartment And Appurtenances has been arrived at after adjusting the full GST input credit to be passed on to the Buyer/Allottee and the Buyer/Allottee consequently shall not be entitled to and covenant not to raise any manner of dispute, claim and/or demand against the Owners and/or the Promoter/Developer in this regard.

8.4 Salient Terms: The transfer of the Said Apartment And Appurtenances being effected by this Conveyance is:

8.4.1 Conveyance: sale within the meaning of the Transfer of Property Act, 1882.

8.4.2 Absolute: absolute, irreversible and in perpetuity.

8.4.3 Free from Encumbrances: free from all encumbrances of any and every nature whatsoever including but not limited to *lis pendens*, attachments, liens, charges, mortgages, trusts, *debentures*, reversionary rights, residuary rights, claims and statutory prohibitions.

8.4.4 Benefit of Common Portions: subject to the terms and conditions of this Conveyance, together with proportionate ownership, benefit of user and enjoyment of the Common Areas described in the **Schedule C** below, in common with the other co-owners of the Said Block/Building, including the Owners and the Promoter/Developer (if the Owners and/or the Promoter/Developer retain any Apartment in the Said Block/Building).

8.5 Subject to: The sale of the Said Apartment And Appurtenances being effected by this Conveyance is subject to:

8.5.1 Payment of Rates & Taxes: the Buyers/Allottees regularly and punctually paying costs, expenses, deposits and charges for Municipal Tax, surcharge, levies, cess, etc. (collectively **Rates & Taxes**), as be assessed for the Said Apartment And Appurtenances.

8.5.2 Payment of Monthly Subscription, User Charge for Said Club: the Buyers/Allottees regularly and punctually paying the monthly subscription of the Said Club and user charge for use of facilities at the recreational club, as determined by the Promoter/Developer.

8.5.3 Payment of Maintenance Charge: the Buyers/Allottees regularly and punctually paying proportionate share (**Maintenance Charge**) in the common expenses for maintenance and upkeep of the Common Areas, indicatively described in **Schedule F** below (collectively **Common Expenses/Maintenance Charge**).

8.5.4 Observance of Covenants: the Buyers/Allottees observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.

8.5.5 Indemnification by Buyers/ Allottees: indemnification by the Buyers/Allottees about the Buyers/Allottees faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Buyers/Allottees hereunder. The Buyers/Allottees agree to keep indemnified the Owners and the Promoter/Developer and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Owners and the Promoter/Developer and/or their successors-in-interest by reason of any default of the Buyers/Allottees.

9. Possession

9.1 Delivery of Possession: *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Promoter/Developer to the Buyer/Allottee, which the Buyers/Allottees admit, acknowledge and accept.

10. Outgoings

10.1 Payment of Outgoings: All municipal taxes on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Buyers/Allottees (**Date Of Possession**), whether as yet demanded or not, shall be borne, paid and discharged by the Promoter/Developer and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances from the Date Of Possession shall be borne, paid and discharged by the Buyers/Allottees.

11. Holding Possession

11.1 Buyers/Allottee Entitled: The Owners and the Promoter/Developer hereby covenant that the Buyers/Allottees shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Owners and the Promoter/Developer or any person lawfully or equitably claiming any right or estate therein from, under or in trust from the Owners and the Promoter/Developer.

12. Further Acts

12.1 Owners and Promoter/Developer to do: The Owners and the Promoter/Developer hereby covenant that the Owners and the Promoter/Developer or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyers/Allottees and/or successors-in-interest of the Buyers/Allottees, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyers/Allottees to the Said Apartment And Appurtenances.

12.2 Promoter/Developer to do: The Promoter/Developer hereby covenant that the Promoter/Developer or any person claiming under them, shall and will from time to time and

at all times hereafter, upon every request and at the cost of the Buyers/Allottees and/or successors-in-interest of the Buyers/Allottees, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyers/Allottees to the Said Apartment And Appurtenances

13. Defect Liability :

13.1 The Promoter/Developer shall rectify all reasonable construction related defects in the Apartment, if any, brought to the notice of the Promoter/Developer, at its own cost and effort, within five calendar year from the date of completion certificate, issued by the HGP.

13.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyers/Allottees and/or any other buyers in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyers/Allottees and/or any other buyer/person in the Real Estate Project and/or the Whole Project and/or the Larger Property. The Buyers/Allottees are aware that the Said Block/Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Block/Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's/Developer's obligation to rectify any defect(s) as mentioned in this Clause and the Buyers/Allottees and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter/Developer in this regard.

13.3 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyers/Allottees or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.

13.4 Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyers/Allottees end before the defect liability period and such warranties are covered under the maintenance of the said residential complex and if the annual maintenance contracts are not done/renewed by the Buyers/Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Areas wherever applicable. The Buyers/Allottees have been made aware and the Buyers/Allottees expressly agree that the regular wear and tear of the residential complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyers/Allottees it shall be necessary to appoint an expert/surveyor

to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

14. General

14.1 Conclusion of Contract: The Parties have concluded the contract of Conveyance in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14.2 Over Riding Effect: It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

15. Interpretation

15.1 Number: Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

15.2 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

15.3 Definitions: Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

15.4 Documents: A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

SCHEDULE 'A-1'

(Larger Property)

(1) Land measuring 380.1992 (three hundred and eighty point one nine nine two) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 34 and 40 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1, 1852 and 1949, *Mouza* Khasmallik, J.L. No. 35, Police Station Baruipur, PIN 700144, within the jurisdiction of Hariharpur *Gram Panchayet*, Sub-Registration District Baruipur, District South 24 Parganas and (2) land measuring 957.5395 (nine hundred and fifty seven point five three nine five) decimal, more or less, comprised in R.S./L.R. *Dag* Nos. 15, 16, 28, 29, 30, 31, 32, 33, 34, 35, 36, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 66, 67, 68, 69, 70, 71, 72, 73, 78, 79, 85, 86, 87, 88, 89, 90, 92, 93, 95, 96 & 45/935, recorded in L.R. *Khatian* Nos. 3721, 3722, 3723, 3724, 3725, 3726, 3727, 4149 and 4150, *Mouza* Hariharpur, J.L. No. 11, Police Station Baruipur, PIN 700144, within the jurisdiction of HGP, Sub-Registration District Baruipur, District South 24 Parganas. The total land measuring of Larger Property is 1337.7387

(one thousand three hundred and thirty seven point seven three eight seven) decimal and delineated the **Plan** annexed hereto and marked as **Annexure “1”** and bordered in colour **Red** thereon and butted and bounded as follows:

On the North	R.S./L.R. Dag No. 20, 19, 18, 17 of Mouza Hariharpur –
On the East	R.S./L.R. Dag No. 13, 15(P), 47 (P), 48, N.S.C Road, 50(P), 53(P), 54, 55, 56, 65, 69, 91, 61, 94, 96/975, 96/974, 96/973, 96/972, 97 of Mouza Hariharpur and R.S./L.R. Dag nos. 41, 39 of Mouza Khasmallick,
On the South	R.S./L.R. Dag No. 37, 36, 35 of Mouza Khasmallick
On the West	R.S./L.R. Dag No 32, 33, 24, 18(P), 1 of Mouza Khasmallick – and RS/LR Dag Nos. 84, 40, 38, 37, 23, 27 of Mouza Hariharpur –& E.M. Bypass.

SCHEDULE ‘A-2’

(Project Property)

Land measuring 103.7946 (one hundred and three point seven nine four six) decimal equivalent to 62.9058 (sixty two point nine zero five eight) *cottah* equivalent to 4200.422 (four thousand two hundred point four two two) square meter, more or less, comprised in R.S./L.R. *Dag* Nos.7, 8, 11, 13, 14, 15, 16, 17, 18, and 19 recorded in L.R. *Khatian* Nos. 1836, 1837, 1838, 1839, 1840, 1841, 1841/1 and 1949, at *Mouza* Khasmallick, J.L. No. 35, Police Station Baruipur, PIN 700144, and within the jurisdiction of Hariharpur *Gram Panchayat*, Sub-Registration District Baruipur, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and marked as **Annexure “1”**.

SCHEDULE ‘B’

(Said Apartment And Appurtenances)

(a) The Said Apartment, being Residential Apartment No. _____, on the ____ floor, having carpet area of _____ (_____) square feet, more or less with attached balcony measuring _____ (_____) square feet, more or less and the said apartment with attached balcony collectively having built up area of _____ (_____) square feet, more or less, constructed in Block/Building No. ____ (namely _____). The layout of the Said Apartment is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure “2”**;

(b) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment;

(c) The Said Parking Space, being the right to park __ (__) medium sized car in the _____, admeasuring 135 (one hundred and thirty five) square feet, in the Said Complex;
and

(d)The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule C** below, as be attributable and appurtenant to the Said Apartment.

SCHEDULE 'C'

(Common Areas Of the Real Estate Project)

(Which Are Part Of the Real Estate Project)

- Entrance Lobby at the ground level of the Said Block/Building
- Lift machine room(s) and lift well(s) of the Said Block/Building
- Water supply pipeline in the Said Block/Building (save those inside any Apartment/Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building
- Intercom Network in the Said Block/Building
- Broadband connection in the Said Block/Building, if any
- Lift(s) and allied machineries in the Said Block/Building
- Roof Area
- CCTV
- Lobbies on all floors and staircase(s) of the Said Block/Building
- Water reservoirs/tanks of the Said Block/Building
- Drainage and sewage pipeline in the Said Block/Building (save those inside any Apartment/Flat)
- Electricity meter(s) for common installations and space for their installation
- Network of Cable TV/DTH in the Said Block/Building, if any
- Fire fighting system in the Said Block/Building
- External walls of the Said Block/Building
- Stair Room
-

SCHEDULE 'D'

(Whole Project Included Amenities)

(Being description of the common areas, facilities and amenities in the Whole Project that may be usable by the Buyers on a non-exclusive basis along with Buyer(s)/occupants in the Whole Project)

Sr. No. Whole Project Included Amenities

1. Club
2. Driveways, fire tender paths, walkways and landscaped green areas
3. Central drainage & sewage pipeline and central water supply pipeline
4. Sky Walk and all areas/spaces for convenient access to the Sky Walk
5. All other areas, facilities and amenities for common use and enjoyment of Said Complex

SCHEDULE 'E'

(Covenants)

The Buyers/Allottees covenant with the Promoter/Developer (which expression includes the body of apartment owners of the Real Estate Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admit and accept that:

1. **Satisfaction of Buyers/Allottees:** The Buyers/Allottees are acquainted with, fully aware of and is thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer, the sanctioned plans, all the background papers, the right of the Owners and the Promoter/Developer to enter into this Conveyance, the scheme of development described in this Conveyance and the extent of the rights being granted in favour of the Buyers/Allottees and the negative covenants mentioned in this Conveyance and the Buyers/Allottees hereby accept the same and shall not raise any objection with regard thereto.

2. **Buyers/Allottees Aware of and Satisfied with Common Areas and Specifications:** The Buyers/Allottees, upon full satisfaction and with complete knowledge of the Common Areas (described in Schedule C above) and Specifications (described in Schedule D of the Agreement) and all other ancillary matters, is entering into this Conveyance. The Buyers/Allottees have examined and is acquainted with the Said Complex and have agreed that the Buyers/Allottees shall neither have nor shall claim any right over any portion of the Said Block/Building and/or the Said Complex and/or the Larger Property and/or the Whole Project **save and except** the Said Apartment And Appurtenances.

3. **Facility Manager:** The Promoter/Developer shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the common areas of the Said Complex (2) the Facility Manager shall levy and collect the common expenses/maintenance charges (3) the Buyers/Allottees shall be bound to pay the common expenses/maintenance charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any accounts to the Buyers/Allottees and it shall be deemed that the Facility Manager is rendering the services to the Buyers/Allottees for commercial

considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the common portions and no superior rights with regard to the common portions shall vest in the Facility Manager **and** (6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the buyers of the Said Complex/Whole Project.

4. Buyers/Allottees to Mutate and Pay Rates & Taxes: The Buyers/Allottees shall (1) pay the HGP Tax, surcharge, levies, cess etc. (proportionately for the Said Block/Building and/or the Said Complex and wholly for the Said Apartment And Appurtenances and until the Said Apartment And Appurtenances is separately mutated and assessed in favour of the Buyers/Allottees, on the basis of the bills to be raised by the Promoter/Developer/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyers/Allottees in respect thereof **and** (2) have mutation completed at the earliest. The Buyers/Allottees further admit and accept that the Buyers/Allottees shall not claim any deduction or abatement in the bills of the Promoter/Developer/the Facility Manager or the Association (upon formation)/the Apex Body (upon formation).

5. Buyers/Allottees to Pay Common Expenses/Maintenance Charges: The Buyers/Allottees shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Buyers/Allottees in respect thereof. The Buyers/Allottees further admit and accept that (1) the Buyers/Allottees shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation). In regard to the Common Expenses/Maintenance Charges it is clarified that notwithstanding anything contained in the Said Agreement (defined in Clause 5.7 above), including the Maintenance Charges for Common Areas specified in Schedule C of the Said Agreement, the Buyers/Allottees agree and accept that the CAM charges paid by the Buyers/Allottees to the Promoter/Developer at and/or before the date of execution of this Deed of Conveyance (**Maintenance Deposit**) shall always be treated as Maintenance Deposit, which shall be held by the Promoter/Developer, as security for payment of Common Expenses/Maintenance Charges and in the event of any non-payment/default by the Buyers/Allottees in paying the Common Expenses/Maintenance Charge, the Promoter/Developer shall be entitled to deduct from the Maintenance Deposit the amount in default. Immediately upon such deduction, the Buyers/Allottees shall deposit with the Promoter/Developer an amount equivalent to such deduction so that the Maintenance Deposit remains intact at all times.

6. Buyers/Allottees to Pay Interest for Delay and/or Default: The Buyers/Allottees shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/Developer /the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Buyers/Allottees shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/Developer /the Facility Manager/the Association (upon formation), as the case may be. The Buyers/Allottees also admit and accept

that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyers/Allottees and the Buyers/Allottees shall be disallowed from using the Common Areas Of the Real Estate Project/Whole Project Included Amenities.

7. **Promoter/Developer's Charge/Lien:** The Promoter/Developer shall have first charge and/or lien over the Said Apartment And Appurtenances for all amounts due and payable by the Buyers/Allottees to the Promoter/Developer **provided however** if the Said Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter/Developer shall stand extinguished on the financial institution clearing all dues of the Promoter/Developer.

8. **No Obstruction by Buyers/Allottees to Further Construction:** Subject to compliance with Section 14 of the Act, the Promoter/Developer shall be entitled to construct further floors on and above the top roof of the Said Block/Building and/or make other constructions elsewhere on the Said Complex and/or Whole Project and the Buyers/Allottees shall not obstruct or object to the same notwithstanding any inconveniences that may be suffered by the Buyers/Allottees due to and arising out of the said construction/developmental activity. The Buyers/Allottees also admit and accept that the Promoter/Developer and/or employees and/or agents and/or contractors of the Promoter/Developer shall be entitled to use and utilize the Common Areas for movement of building materials and for other purposes and the Buyers/Allottees shall not raise any objection in any manner whatsoever with regard thereto.

9. **No Rights of or Obstruction by Buyers/Allottees:** All open areas in the Project Property proposed to be used for open car parking spaces do not form part of the Common Areas within the meaning of this Conveyance and the Promoter/Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.

10. **Variable Nature of Land Share and Share In Common Portions:** The Buyers/Allottees fully comprehend and accept that (1) the Share In Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Block/Building/Real Estate Project (2) if the area of the Said Block/Building/Real Estate Project is recomputed by the Promoter/Developer, then the Share In Common Areas shall vary accordingly and proportionately and the Buyers/Allottees shall not question any variation (including diminution) therein (3) the Buyers/Allottees shall not demand any refund of the Total Price paid by the Buyers/Allottees on the ground of or by reason of any variation of the Share In Common Areas and (4) the Share In Common Areas are not divisible and partible and the Buyers/Allottees shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter/Developer, in its absolute discretion.

11. **Buyers/ Allottees to Participate in Formation of Association and Apex Body:** The Buyers/Allottees admit and accept that the Buyers/Allottees and other intending Buyers of apartments in the Said Complex shall form the Association and the Buyers/Allottees shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (**Apex Body**). The Buyers/Allottees shall bear and pay the proportionate expenses of

the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Buyers/Allottees shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Buyers/Allottees further admit and accept that the Buyers/Allottees shall ensure and not object to the Association joining the Apex Body.

12. Obligations of Buyers/Allottees: The Buyers/Allottees shall:

(a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

(b) **Observing Rules:** observe the rules framed from time to time by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the beneficial common enjoyment of the Said Block/Building, the Real Estate Project, the Whole Project and the Said Complex.

(c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Apartment And Appurtenances and the Common Areas from the possession date.

(d) **Meter and Cabling:** be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter/Developer or to the other apartment owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyers/Allottees shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block/Building, the Project Property, and outside walls of the Said Block/Building **save** in the manner indicated by the Promoter/Developer/the Facility Manager/the Association (upon formation). The Promoter/Developer shall endeavor to provide T.V. cable line or DTH connection with cabling but set top boxes shall have to be purchased by the Buyers/Allottees.

(e) **Residential Use:** use the Said Apartment for residential purpose only. Under no circumstances shall the Buyers/Allottees use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Promoter/Developer shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

(f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Apartment and the Said Block/Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment. In the event the Buyers/Allottees makes any alterations/changes, the Buyers/Allottees shall compensate the Promoter/Developer /the Association (upon formation) (as the case may be) as estimated by the Promoter/Developer /the Association (upon formation) for restoring it to its original state.

(g) **No Structural Alteration and Prohibited Installations:** not alter, modify or in any manner change the structure or any civil construction in the Said Apartment And Appurtenances or the Common Areas or the Said Block/Building. The Buyers/Allottees shall not install any dish-antenna on the balcony and/or windows of the Said Block/Building and/or on any external part of the Said Block/Building and/or the roof thereof. The Buyers/Allottees shall not install grills on the railings of the balcony and/or outside the windows, in any form or manner. The Buyers/Allottees shall install pipelines and ledge only at such places, as be specified and prescribed by the Promoter/Developer. Grills may only be installed by the Buyers/Allottees on the inner side of the doors and windows of the Said Apartment. The Buyers/Allottees shall further install such type of air-conditioners (window or split) and at such places, as be specified and prescribed by the Promoter/Developer, it being clearly understood by the Buyers/Allottees that no out-door units of split air-conditioners will be installed on the external walls of the Said Block/Building and no window air-conditioners will be installed by cutting open any wall. If split air-conditioners are specified and prescribed to be installed, the Buyers/Allottees shall install the out-door unit of the same either inside the Buyer's own balcony or on common ledge provided for the same, in which case the out-door unit will be installed only on such ledge and at no other place. The Buyers/Allottees shall also not install any collapsible gate on the main door/entrance of the Said Apartment. The Buyers/Allottees accept that the aforesaid covenant regarding grills, air-conditioners, collapsible gates etc. are for maintaining uniformity and aesthetic beauty of the Said Complex, which is beneficial to all.

(h) **No Sub-Division:** not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.

(i) **No Changing Name:** not change/alter/modify the names of the Said Block/Building and the Said Complex from that mentioned in this Conveyance.

(j) **Trade Mark Restriction:** not to use the name/mark *Siddha* in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever **save and except** for the purpose of address of the Said Apartment and if the Buyers/Allottees does so, the Buyers/Allottees shall be liable to pay damages to the Promoter/Developer and shall further be liable for prosecution for use of the mark *Siddha* .

(k) **No Nuisance and Disturbance:** not use the Said Apartment or the Common Areas or the Said Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

(l) **No Storage:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

(m) **No Obstruction to Promoter/Developer/Facility Manager /Association/ Apex Body:** not obstruct the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and

not obstruct the Promoter/Developer in constructing on other portions of the Said Block/Building and/or the Said Complex/Whole Project/Project Property and selling or granting rights to any person on any part of the Said Block/Building/Said Complex/Whole Project/Project Property(excepting the Said Apartment and the Said Parking Space, if any).

(n) **No Obstruction of Common Areas:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.

(o) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Promoter/Developer/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) for the use of the Common Areas.

(p) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **save** at the places indicated therefor.

(q) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any or the Common Areas.

(r) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment and the Said Parking Space, if any.

(s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Block/Building/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyers/Allottees from displaying a standardized name plate outside the main door of the Apartment.

(t) **No Floor Damage:** not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment **save** usual home appliances.

(u) **No Installing Generator:** not install or keep or run any generator in the Said Apartment and the Said Parking Space, if any.

(v) **No Use of Machinery:** not install or operate any machinery or equipment except home appliances.

(w) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Apartment.

(x) **No Damage to Common Areas:** not damage the Common Areas in any manner and if such damage are caused by the Buyers/Allottees and/or family members, invitees or servants of the Buyers/Allottees, the Buyers/Allottees shall compensate for the same.

(y) **No Hanging Clothes:** not hang or cause to be hung clothes from the balconies of the Said Apartment.

(z) **Fire Safety and Air Conditioning Equipment:** not object to any fire safe equipment including fire sprinklers and Air Conditioning equipment being installed inside the Said Apartment and/or the Common Areas, as per statutory requirements. The Buyers/Allottees hereby understand and accept that as per the present statutory requirements/fire norms, the fire extinguisher pipe line/fire sprinklers cannot be concealed within any wall and/or ceiling of the Said Apartment and consequently all fire extinguisher pipe line/fire sprinklers installed in the Said Apartment shall always remain exposed and the Buyers/Allottees shall not raise any objection in any manner whatsoever with regard thereto and further the Buyers/Allottees hereby confirm that the Buyers/Allottees shall not violate any terms of the statutory requirements/fire norms.

12.1 Notification Regarding Letting/Transfer: If the Buyers/Allottees let out or sells the Said Apartment And Appurtenances, the Buyers/Allottees shall immediately notify the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) of the tenant's address and telephone number. Further, prior to any sale and/or transfer of the Said Apartment And Appurtenances, the Buyers/Allottees shall obtain a No Objection Certificate (**Maintenance NOC**) from the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), which shall only be issued to the Buyers/Allottees after payment of all outstanding Common Expenses/Maintenance Charges, if any.

12.2 No Objection to Construction: The Buyers/Allottees have accepted the scheme of the Promoter/Developer to construct/develop the Said Complex/Whole Project in phases and to construct on other portions of the Larger Property and hence the Buyers/Allottees has no objection to the continuance of construction in the other portions of the Larger Property/the Said Complex, even after the date of possession notice. The Buyers/Allottees shall not raise any objection to any inconvenience that may be suffered by the Buyers/Allottees due to and arising out of the said construction/developmental activity.

12.3 No Right in Other Areas: The Buyers/Allottees shall not have any right in the other portions of the Larger Property/the Said Complex and the Buyers/Allottees shall not raise any dispute or make any claim with regard to the Promoter/Developer either constructing or not constructing on the said other portions of the Larger Property/the Said Complex.

12.4 Roof Rights: A demarcated portion of the top roof of the Said Block/Building shall remain common to all owners of the Said Block/Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Block/Building shall belong to the Promoter/Developer with right of exclusive transfer and the Buyers/Allottees specifically agree not to do any act which prevent or hinder such transfer. Notwithstanding the demarcation of the top roof of the Said Block/Building as aforesaid, the Promoter/Developer shall always have the right of further construction on the entirety of the top roof and the Buyers/Allottees specifically agree not to do any act which prevent or hinder such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all owners of the Said Block/Building.

12.5 Hoardings: The Promoter/Developer shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter/Developer is permitted to use), in the

form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter/Developer may in its sole discretion deem fit on the Larger Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter/Developer shall also be entitled to place, select, decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottees, proportionately.

12.6 Transfer of Common Areas to Association: Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that if at any time, under the provisions of the applicable laws, the Common Areas and all deposits relating thereto and/or the common area within the MLCP and/or the land comprised in the Project Property and/or Larger Property or any part thereof are required to be transferred to the association of buyers, then the Promoter/Developer and/or the Owners, as per their respective entitlements, shall be entitled to do so and the buyers shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses, etc., is payable therefor, then the same shall be borne paid and discharged by the buyers of the Project (including the Buyers/Allottees herein) proportionately and the Promoter/Developer and/or the Owners shall not be liable therefor in any manner whatsoever and the Buyers/Allottees and the other allottees shall keep the Promoter/Developer and the Owners fully indemnified with regard thereto.

13. Said Club:

13.1 The Promoter/Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all buyers of the Whole Project. It is clarified that (1) the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Buyer/Allottee (2) the Buyers/Allottees hereby unconditionally accept the proposed usage of the Said Club by the other allottees of the Whole Project and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Whole Project using all or part of the amenities and facilities provided in the Said Club.

13.2 **Membership Obligation of Buyers:** Membership of the Said Club being compulsory for all buyers of the Whole Project, the Buyers/Allottees (which expression, in the context of the Said Club, means only 1 (one) person if the number of Buyer(s) is more than 1 (one), as be nominated *inter se* among the Buyer(s) agree to become a member of the Said Club, on the preliminary terms and conditions recorded herein. The Buyers/Allottees understand and accept that (1) detailed terms and conditions of membership and rules and regulations governing use of the Said Club and its facilities will be formulated by the Club Manager (defined below) in due course and circulated to members before the Said Club is made operational (2) all members (including the Buyers/Allottees) will be required to abide by these terms and conditions and rules and regulations **and** (3) the acceptance by the Buyers/Allottees of the club scheme shall be a condition precedent to completion of sale of the Said Apartment And Appurtenances in terms of this Conveyance.

13.3 Membership Scheme of Said Club: The Buyers/Allottees understand and accept that (1) membership of the Said Club shall be open only to the Buyers/Allottees of the Whole Project/Said Complex (2) each apartment is entitled to 1 (one) membership, irrespective of the number of owners of such apartment (3), membership is open only to individuals (i.e. no corporate membership) and if the Buyers/Allottees are body corporate, it will be required to nominate 1 (one) occupier of the Said Apartment/Flat, who, for all purposes, shall be treated as the member of the Said Club (4) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years subject to a maximum of 4 (four) dependents (5) members may, subject to the reservation of rights of admission and club rules, bring in guests on payment of guest fees (6) in the event of sale/transfer of the Said Apartment, the membership will stand terminated and the transferee shall be granted a new membership at the then applicable terms and as per the rules and regulations of the Said Club then in force and (7) if a Buyers/Allottees let out their apartment, they may request a temporary suspension of their usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership; if such permission is granted, the tenant may use the Said Club only during the tenure of the tenancy subject to payment of all charges as would have been payable by the Buyers/Allottees.

13.4 Facilities of Said Club: The Buyers/Allottees understand and accept that the Promoter/Developer shall have the sole rights and discretions in planning the details and facilities of the Said Club (including the absolute right to modify/alter the present sanction plans pertaining to the Said Club) and the same may also be varied at the sole discretion of the Promoter/Developer.

13.5 Commencement of Operation of Said Club: The Promoter/Developer reasonably expects that the Said Club shall be made operational after the entirety of the Real Estate Project is completed and made ready. The Buyers/Allottees understand and accept that the date of possession the Said Apartment and/or Completion Date of the Said Block/Building have no connection and correlation with the Said Club becoming operational and the Buyers/Allottees shall not raise any claim or objection in this regard.

13.6 Club Manager: The Buyers/Allottees understand and accept that the Said Club (at the sole discretion of the Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Buyers/Allottees further understand and accept that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter/Developer and the buyers of the Said Complex shall have no right to replace the Club Manager.

13.7 Membership Fee, Security Deposit and Monthly Subscription: The Buyers/Allottees understands and accepts that (1) the Buyers/Allottees does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Buyers/Allottees may have to pay separate amounts towards membership fee (2) the Buyers/Allottees may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Buyers/Allottees will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Buyers/Allottees

resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter/Developer and this shall be in addition to the Common Expenses/Maintenance Charges.

13.8 **User Charge:** The Buyers/Allottees understand and accept that (1) some facilities of the Said Club will be available for use free of charge by members while other facilities will be on a pay by use basis and (2) the rate, schedule etc. will be determined at the time of the opening of the Said Club, at the sole discretion of the Club Manager.

SCHEDULE 'F'

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.

2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Block/Building and the Said Complex and the road network, STP etc.

3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees.

4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.

5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any apartment) walls of the Said Block/Building] and the road network, STP etc.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block/Building and the Said Complex **save** those separately assessed on the Buyers/Allottees.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

9. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

16. Execution and Delivery

16.1 **In Witness Whereof** the Parties have executed and delivered this Conveyance on the date mentioned above.

Broad Tie Up Private Limited Browse Merchants Private Limited
Browse Tie Up Private Limited Darpad Promoters Private Limited
Geranium Projects Private LimitedMajestic Conclave Private Limited
Recoup Tracom Private Limited Recoup Vinimay Private Limited

Panorama Marketing Limited (presently known as Panorama Marketing Private Limited)

Authorized Signatory

[Owners]

Siddha Town Baruipur LLP

Authorized Signatory

[Promoter/Developer]

(Buyers/Allottees)

Drafted by:

F/

Advocate,

High Court, Calcutta

Witnesses:

Signature _____

Signature _____

Name _____

Name _____

Father's Name _____

Father's Name _____

Address _____

Address _____

Receipt of Consideration

Received from the within named Buyers/Allottees the within mentioned sum of **Rs.** _____/- (**Rupees:** _____) ("Total Price") towards full and final payment of the Consideration for the Said Apartment And Appurtenances described in **Schedule B** above.

**Broad Tie Up Private Limited
Browse Tie Up Private Limited
Geranium Projects Private Limited
Recoup Tracom Private Limited**

**Browse Merchants Private Limited
Darpad Promoters Private Limited
Majestic Conclave Private Limited
Recoup Vinimay Private Limited**

Panorama Marketing Limited (presently known as **Panorama Marketing Private Limited**)

Authorized Signatory

[Owners]

Siddha Town Baruipur LLP

Authorized Signatory

[Promoter/Developer]

Witnesses:

Signature _____

Signature _____

Name : _____

Name : _____

Dated this _____ day of _____, 2023

Between

Broad Tie Up Private Limited & Ors.

.... Owners

And

Siddha Town Baruipur LLP

.... Promoter/ Developer

And

_____ & Anr.

.... Buyers/Allottees

CONVEYANCE

Apartment No. _____, _____ Floor,
Block/Building No. __ (_____)
_(_____) _____

Siddha Suburbia

South 24 Parganas

SIDDHA TOWN BARUIPUR LLP

A. Bhatia

Authorised Signatory