

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** (“Deed”) is made on this [•] day of [•], 2021 at Kolkata

BY AND AMONGST

ARUN PROPERTIES LLP (PAN AB DFA7973L), a limited liability partnership incorporated in accordance with the Limited Liability Partnership Act, 2008, having its registered office at Premises No 24/1/1 Alipore Road, 3rd Floor, P.O. Alipore, P.S. Alipore, Kolkata – 700027, duly represented by its authorized signatory, [•] (PAN [•]), son of [•], residing at [•], Police Station: [•], Post Office: [•], Kolkata- [•], hereinafter referred to as the “**Owner**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said partnership business or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**;

AND

PRIMARC PROJECTS PRIVATE LIMITED (PAN: AADCP8058P), a company incorporated under the Companies Act, 1956, having, having its registered office at 6A Elgin Road, 2nd Floor, Post Office: Lala Lajpat Rai Sarani, Police Station: Bhawanipore, Kolkata – 700 020, duly represented by its authorized signatory, [•] (PAN [•]), son of [•], residing at [•], Police Station: [•], Post Office: [•], Kolkata- [•], hereinafter referred to as the “**Promoter**” (which term or expression shall, unless repugnant to the context, be deemed to mean and include its respective successors-in-interest and assigns) of the **SECOND PART**;

AND

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

[OR]

[•] [PAN: [•]] a company within the meaning of the Companies Act, 2013 and having its registered office at [•] P.S: [•], P.O: [•], Kolkata- [•] duly represented by its Authorized Signatory [•] [PAN: [•]] son of [•] residing at [•], P.O: [•] P.S: [•], Kolkata- [•], hereinafter referred to as the “**Purchaser**” (which expression shall unless repugnant to the context or meaning thereof mean and include its successors-in-interest and permitted assigns) of the **THIRD PART**.

[OR]

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

[OR]

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

[OR]

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

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

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

WHEREAS:

- A. The Owner is the sole owner of and is absolutely seized and possessed of and/or sufficiently entitled to **ALL THAT** piece and parcel of land measuring 3 Bighas 5 Cottahs 6 Chittacks 5 Sq. ft. (equivalent to 4389.44 square meter or 66 cottahs) more or less situate lying at and being Premises No. 13/1, Ballygunge Park Road, Kolkata-700019, P.S. Karaya (previously P.S. Ballygunge), District South 24-Parganas within Ward No. 65 of the Kolkata Municipal Corporation, hereinafter referred to as the “**said**

Premises” and more fully and particularly described in **Schedule-1** hereunder written and shown in “**RED**” colour in the map or plan annexed hereto and marked as “**Annexure-A**”. The Owner has represented to the Promoter and the Allottee that the ownership of and the freehold title to the said Premises has devolved unto to the Owner herein from its predecessors-in-interest in the manner more fully and particularly described in **Schedule-5** hereunder written, which representation shall form an integral part of this Deed.

- B. By a development agreement dated 19th August,2020 ("**Development Agreement**"), registered with the District Sub Registrar – the Additional Registrar of Assurances - I, Kolkata and recorded in Book No. I, Volume No. 1901-2020, Pages 255848 to 255911, Being No. 190104882 for the year 2020, executed between the Owner and the Promoter, the Owner appointed the Promoter to develop the said Premises and commercially exploit the same on the mutually agreed terms and conditions mentioned therein. In pursuance of the said Development Agreement, the Owner executed a Power of Attorney dated 12th February, 2021 ("**Power of Attorney**") and registered at the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 1901-2021, Pages 91033 to 91070, Being No. 190101347 for the year 2021,whereby the Owner has authorized the Promoter inter alia to deal with the said Premises for the purpose of the development of the same and on other terms and conditions mentioned therein.
- C. In terms of the Development Agreement, the Promoter had earmarked the said Premises for the purpose of development of a residential project named "**Ramdulari**" comprising of a single tower/building consisting of G+26 Floors ("**Building**") comprising a single apartment on each floor of the Building and other common areas, parts, portions, facilities, amenities, utilities and installations constructed within the Building and the said Premises ("**Project**") by the Promoter. The Promoter, for that purpose had caused the sanctioning of a building plan by the Kolkata Municipal Corporation ("**KMC**") vide building permit no 2021070003 dated 12 ("**said Plan**").
- D. The Promoter had registered the Project under the provisions of the West Bengal Housing Industry Regulation Act, 2017 ("**WBHIRA**") with the West Bengal Housing Industry Regulatory Authority ("**Authority**") at [•] on [•] under Registration No. [•].
- E. The Purchaser had applied for the allotment of a residential apartment in the Project, vide Application No. [•] dated [•] and was allotted **ALL THAT** apartment No. [•], having carpet area of [•] Sq. ft, together with an exclusive balcony area of ([•] Sq.ft.) and an exclusive open terrace area of ([•] Sq.ft.) appurtenant to the carpet area of the said apartment (altogether corresponding to a super built-up area of. ([•] Sq.ft.)), altogether located at the [•] Floor of the Building in the Project named as "**The Ramdulari**" **Together With** right to use [•] numbers of Basement Luxury/Open Basement Standard/Ground floor Open/Ground Floor Mechanical car parking spaces bearing Nos. [•]and [•] numbers of Basement Luxury/Open Basement Standard/Ground floor Open/Ground Floor Mechanical car parking spaces bearing

No. [•] respectively at the said Premises admeasuring 195 square feet and admeasuring 135 square feet more or less and located at [•] of the Building/said Premises (hereinafter referred to and identified as the “**Parking Space**”) (hereinafter collectively referred to and identified as the “**Unit**”) **Together With** the perpetual irrevocable right to use the common areas parts, portions, facilities, amenities, utilities and installations described under **Schedule-3** hereto (“**Common Areas**”) in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the “**Apartment**” which is more fully described in **Schedule-2** hereto) and the Apartment is delineated in **RED** colour on map/plan of the [•] floor of the Building annexed hereto and marked as “**Annexure-B**” and the Parking Space(s) is/are delineated in **RED** colour on the map/plan of [•] of the Building/said Premises annexed hereto and marked as “**Annexure-C**”.

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

- (iv) The total area comprised in the said Apartment.
- (v) The Completion Certificate.
- (vi) The scheme of user and enjoyment of the Common Areas and the Clubs as contained in these presents and also in the ATS.

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter to complete the grant transfer and conveyance by sale of the Apartment by the Promoter to and in favour of the Purchaser.

NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH THAT:

1. CONVEYANCE AND TRANSFER BY SALE

1.1 In consideration of the payment of the Total Price as mentioned in **Schedule-6** and of the covenants, terms, conditions, stipulations and/or agreements hereinafter contained and on the part of the Purchaser to be paid observed and performed, the Promoter hereby sells conveys grants transfers absolutely and forever, to the Purchaser **ALL THAT** apartment No. [•], having carpet area of ([•] Sq. ft), together with an exclusive balcony area of ([•] Sq.ft.) and an exclusive open terrace area of ([•] Sq.ft.) appurtenant to the carpet area of the said apartment (altogether corresponding to a super built-up area of ([•] Sq.ft.)), altogether located at the [•] Floor of the Building in the Project named “ The Ramdulari” **Together With** with right to use [•] numbers of Basement Luxury/Open Basement Standard/Ground floor Open/Ground Floor Mechanical car parking spaces bearing Nos. [•]and [•] numbers of Basement Luxury/Open Basement Standard/Ground floor Open/Ground Floor Mechanical car parking spaces bearing No. [•] respectively at the said Premises admeasuring 195 square feet and admeasuring 135 square feet more or less and located at [•] of the Building/said Premises (hereinafter referred to and identified as the “**Parking Space**”) (hereinafter collectively referred to and identified as the “**Unit**”) **Together With** the perpetual irrevocable right to use the common areas parts, portions, facilities, amenities, utilities and installations described under **Schedule-3** hereto (“**Common Areas**”) in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project) (hereinafter collectively referred to and identified as the “**Apartment**” which is more fully described in **Schedule-2** hereto) and the Apartment is delineated in **RED** colour on map/plan of the [•] floor of the Building annexed hereto and marked as “**Annexure-B**” and the Parking Space(s) is/are delineated in **RED** colour on the map/plan of [•] of the Building/said Premises annexed hereto and marked as “**Annexure-C**” **ALONG WITH** all rights, benefits, liberties, privileges, sewers, drains, easements and appurtenant whatsoever and **TO HAVE AND TO HOLD** the Apartment and every part thereof and the properties

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

- 1.2 Unless contrary to the context, the capitalised term '**Apartment**' (defined above) wherever used in this Deed shall include all the properties and rights mentioned in Clause 1.1 hereinabove which are being hereby sold and/or granted, and it is expressly made clear that the same constitute one residential unit.
- 1.3 None of the following is intended to be or shall be transferred in favour of the Purchaser and the Purchaser shall have no ownership whatsoever in respect of the following:
 - a) The Common Areas (including Club in the Project on the Ground Floor, First Floor and Terrace which is more fully described in **Part-B of Schedule-8** hereto); and
 - b) Other residential apartments and parking spaces in the Project.
- 1.4 It is expressly clarified herein in respect of the residential apartments, parking and other spaces, properties and other rights comprised in the Project which are not intended to be transferred to the Purchaser as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by them in its absolute discretion, without any reference or objection of to the Purchaser. The Purchaser hereby consents to the same and undertakes not to raise any claim or create or cause to be created for any reason, directly or indirectly, any obstruction or hindrance whatsoever regarding the same.
- 1.5 The Purchaser shall use and enjoy the said Apartment in the manner not inconsistent with his rights hereunder and without committing any breach, default or violation and without creating any hindrance relating to the rights of any other allottees/purchasers and/or of the Owner/Promoter.
- 1.6 The sale of the said Apartment is together with and subject to the mutual easements and restrictions and the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including in **Schedule-7 (Common Rules and Restrictions)** hereto, which shall be covenants running with the said Apartment in

perpetuity.

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

2.1 The Promoter hereby represents and warrants to the Purchaser as follows:

- (i) The Promoter has the requisite rights to carry out development upon the said Premises.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Premises or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Premises, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Premises and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has developed the Project in compliance with all applicable laws.
- (vi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Completion Certificate has been issued and possession of Apartment or Project, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the association of purchasers or the competent authority, as the case may be.
- (vii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Premises) has been received by or served upon the Promoter in respect of the Project.
- (viii) The Promoter hereby further covenant that the Purchaser shall, subject to observing, performing and complying with the terms, conditions, restrictions, stipulations, obligations and covenants mentioned in this Deed including, **Schedule-7** and **Schedule-8**, peaceably own, hold and enjoy the said Apartment.

- (ix) The Promoter hereby further covenants with the Purchaser that the Promoter has received the Total Price as mentioned in **Schedule-6** and acknowledges the receipt thereof in the Memo of Consideration hereunder.

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

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

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

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

Apartment or the Project or the said Premises or any part thereof, any hazardous, inflammable, combustible or explosive substance or any hide, skin or other articles likely to injure or damage the Apartment and/or the other structures constructed on the said Premises and not do or allow to be done on the building anything that may deteriorate the value of the building or the Apartment or the Project or injure the same in anyway, except in accordance with law.

- 3.10 The Purchaser shall pay wholly in respect of the Apartment and proportionately in respect of the Common Areas the Maintenance Charges as mentioned in **Part-A of Schedule 8 hereto**, electricity charges, DG Back Up Charges, Reticulated Gas Consumption Charges and all levies, duties, charges, surcharges, rates, taxes and outgoings including GST, betterment and/or development charges under any statute, rule or regulation, electricity charges. The Maintenance Charges that may be and/or become payable at any time (including enhancements thereto and/or new imposition) relating to the construction, transfer, ownership and/or maintenance of the Apartment and/or relating to this Deed shall be paid by the Purchaser without raising any objection thereto, within 15(fifteen) days of demand being made and the Promoter shall not be liable for the same under any circumstance;
- 3.11 The Purchaser shall get the said Apartment mutated in his/her name and/or separately assessed by the KMC.
- 3.12 The Purchaser shall pay all amounts and deposits that are payable by the Purchaser under this Deed of Conveyance and/or which are the liability of the Purchaser under this Deed of Conveyance even if the same are demanded and/or become payable subsequent to the execution of this Deed of Conveyance.
- 3.13 The Purchaser shall pay all future betterment/development charges etc. relating to the said Apartment and/or the Common Areas.
- 3.14 The Purchaser represents and warrants that it has inspected and understood the Plan and has accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Deed) of the Apartment which is part of the integrated Plan of Ramdulari and has been approved by the KMC, as represented by the Promoter.
- 3.15 The Purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser hereby expressly agrees that clause 12 including clause 34.4 in relation to Defect Liability as

mentioned in the ATS shall form part of this Deed.

- 3.16 The Purchaser shall not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face/facade of Building or anywhere on the exterior of the Building comprised in the said Project/said Premises. The Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of Building. Further the Purchaser shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 3.17 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association and/or Maintenance Agency appointed by the same. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 3.18 The Purchaser has, inter alia, inspected and verified all the documents as also the Plan of the Apartment and the Project and is satisfied as to the Plan and/or the construction of the Building thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or the Common Areas.
- 3.19 The Purchaser agrees and undertakes to comply with and honour the mutual easements, common rules and restrictions mentioned in this Deed and in **Schedule-7**
- 3.20 The Purchaser agrees and undertakes to abide by the rules/scheme framed for the Clubs as more fully described in **Part-B of Schedule-8** hereto. The Purchaser hereby further agrees that the Club will form part of the Common Areas of the Project and will be handed over to the Association.

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

- 4.1 Any relaxation and indulgence granted by the Promoter to the Purchaser shall not in any way prejudice the rights of the Promoter under the Deed.
- 4.2 The failure of the Promoter to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising here under or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of this Deed or the rights and obligations of the parties hereto. The Purchaser agrees that a waiver of any term or provision hereof may only be made by a written instrument of modification of this Deed executed by both parties hereto.

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

5. POSSESSION

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

6. MISCELLANEOUS

- 6.1 All stamp duty, registration fees and other miscellaneous costs and expenses required to be paid or incurred on account and in respect to this Deed shall be borne and paid by the Purchaser.
- 6.2 The Purchaser further agrees to additionally bear and pay the proportionate amount of the applicable stamp duty, registration fee and other legal charges in relation to the registration of the proposed deeds for the purposes of separately conveying the entire Common Areas to the Association as per the terms of this Deed or the directions of the competent authority under WBHIRA or any other local law, as may be applicable.
- 6.3 The Purchaser shall pay all taxes, charges, levies and impositions payable as owner or occupier of the Apartment and also proportionate share of all taxes, levies and/or impositions if any, of the Common Areas, payable by the Purchaser and this liability shall be perpetual, even if not mentioned anywhere in any future conveyance or instrument of transfer. All prices, rates, fees and charges etc. mentioned in this Deed of Conveyance are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Purchaser.

THE SCHEDULE-1 ABOVE REFERRED TO: **("Said Premises")**

ALL THAT piece and parcel of land measuring 3 Bighas 5 Cottahs 6 Chittacks 5 Sq. ft. (equivalent to 4389.44 square meter or 66 cottahs) be the same a more or less Together With structures of more or less 1553 square meters equivalent to 16716 square feet be the same a little more or less standing thereon situate lying at and being Premises No. 13/1, Ballygunge Park Road (which was previously Premises No.4, Old Ballygunge 2nd Lane) and comprising of erstwhile Premises No.13/1/1, Ballygunge Park Road (which was previously Premises No.15, Palm Place and prior thereto No. 4/1, Old Ballygunge 2nd Lane) being part of Holding Nos. 326 and 327 (previously No.88A and 94) Sub-Division-H, Division V, Mouza Ballygunge, Dihi Panchannagram, P.S. Karaya (previously P.S. Ballygunge), District South 24-Parganas within Ward No. 65 of the Kolkata Municipal Corporation, Kolkata-700019 butted and bounded in the following manner:

On the North : By Ballygunge Park Road;
On the South : By Premises No. 29/3, 29/4 and 29/5 Ballygunge Park Road;
The East : By Premises 13/2 and 29/7 Ballygunge Park Road;
The West : By KMC Road, Ballygunge Park Road and Premises 5A, Ballygunge Park Road.

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

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

THE SCHEDULE-2 ABOVE REFERRED TO:
(“Apartment”)

ALL THAT apartment No. [•], having carpet area of [•] Sq. mts. (equivalent to [•] Sq. ft), together with an exclusive balcony area of [•] Sq. mts. ([•] Sq.ft.) and an exclusive open terrace area of [•] Sq. mts. ([•] Sq.ft.) appurtenant to the carpet area of the said apartment (altogether corresponding to a super built-up area of [•] Sq. mts. ([•] Sq.ft.)), altogether located at the [•] Floor of the Building in the Project named “[•]” **Together With** [•] no. [open/covered] car parking space(s) being Parking Slot No. (s). [•] (measuring [•] Sq. mts. ([•] Sq.ft.) and located at [•] of the Building/said Premises **Together With** the perpetual irrevocable right to use the Common Areas described under **Schedule-3** hereto in common with the remaining allottees/purchasers/lawful occupants of the Project and the Owner and the Promoter (in respect of the unallotted apartments and parking space(s) in the Project). The Apartment and exclusive balcony/open terrace area appurtenant to the Apartment [if any] are all delineated on the [•] Floor Plan appearing in **Annexure “B”** hereunder and bordered thereon in **RED** colour. The Parking Space is delineated on the [•] Plan appearing in **Annexure “C”** hereunder and bordered thereon in **RED** colour.

THE SCHEDULE-3 ABOVE REFERRED TO
(Common Areas)

- a. Entire land comprised in the said Premises described under Schedule-1.
- b. Multipurpose Hall with kitchen
- c. Ground floor reception Lobby & Foyer
- d. Drivers dormitory
- e. All other open areas at Ground Floor Level.
- f. Resident’s club area at First Floor
- g. Landscaped Terrace & Lounge at 26th Floor
- h. Ultimate Roof Area
- i. All floor Lift shafts & Lift Lobbies
- j. All Common Staircases
- k. All floor Common Lobbies & Corridors
- l. Common Toilets at Ground, First & Terrace Floor
- m. Fire Refuge Platforms
- n. Ramps & Internal Driveways
- o. All services Shafts & Ducts like Basement ventilation shaft, pressurization shaft, Electrical & ELV shaft, PHE shaft, FDA, Wet Riser & Sprinkler shaft etc.
- p. All Tanks, Reservoirs & Pits

- q. All other Rooms & Areas for common services & facilities like Meter Rooms, Pump Rooms, Guard Room, Security Room, Fire Control Room, Facility Management Room, Driver's Room, Storage etc.
- r. All equipment, machineries & Pipe line installations for common use.

SCHEDULE-4 ABOVE REFERRED TO

(Specifications, Amenities and Facilities)

PART "A"

(Specifications)

1.	FOUNDATION	R.C.Foundation resting on cast-in-situ reinforced concrete bored piles
2.	SUPERSTRUCTURE	Earthquake resistant RCC Framed structure with Concrete/ Masonry Wall
3.	WALLS	
	(a) External walls	Reinforced cement concrete wall for residential floors; AAC/ Flyash/ Red Brick for Ground & First floor level.
	(b) Internal Walls	AAC Block/ Fly Ash Bricks/ Red Brick/ Concrete
4.	ULTIMATE ROOF	Reinforced concrete roof with appropriate water-proofing and Heat Reflective Paint
5.	FINISHES –	
	(a) WALL	
	(1)Wall- External Facade	Weather proof premium exterior grade Paint in combination of stone/ Tiles cladding, Textured surface paint
	(2) Wall-Internal	
	(i) Residential units	POP punning/ Putty Finish
	(ii) Common Area – Main Lobbies & Corridor	POP punning/ Putty finish in combination of Stone/ Wooden/ Tiles cladding along with premium textured surface/ Acrylic emulsion paint at designated areas
	(iii) Common Area – Staircase, Services area/ Covered Carpark areas	POP punning/ Putty finished with paint
	(b) FLOOR	
	(1) Residential units	Bare Concrete finish

	(2) Exclusive Residential terraces	Vitrified Tiles/ Stone/ Wood Plastic Composite decking after appropriate water proofing along with Planters & Shrubs
	(3) Floor-Common Areas	
	(i) Ground Floor main entrance Lobby & Lift lobby	Premium Grade Vitrified tile/ stone/ laminated wooden flooring with matching skirting with or without inlay works at designated areas
	(ii) Typical Floor Lift Lobby	Premium Grade Vitrified tile/ stone/ laminated wooden flooring with matching skirting with or without inlay works at designated areas
	(iii) Service lift lobby	Vitrified Tiles/ Stone
	(iv) Staircases	Kota stone/ tiles
	(v) Other Common services Rooms	Concrete finish
6.	WINDOWS	UPVC/ Powder coated Aluminium section casement/ Sliding double glazed windows (with partially fixed and partially openable shutters and glazing of appropriate thickness
7.	DOORS	
	(i) Stair lobby & Main Entrance doors for Residential units	Fire Check Doors
8.	ELECTRICAL INSTALLATION	
	Residential Units	Single point power supply to individual units from CESC source through dedicated substation.
9.	WATER PROOFING	Water proofing for Toilet zone., Planter Boxes, Open Terraces and Ultimate Roof
10.	AIR CONDITIONING	Exclusive Ac ledges will be provided for Individual Residential Units
11.	FIRE SUPPRESSION & DETECTION	Provision of adequate firefighting system as per WBFES recommendation with portable extinguishers, wet risers and sprinklers. Dedicated fire tank & pumps for the project. Fire detection and public address system as per WBFES requirements. Evacuation points and refuge platforms for human safety
13.	ELEVATORS	High Speed Automatic Elevators with premium quality interior finish
12.	POWER & BACKUP	24 x7 power supply with 100 % DG back up considering VRV system
13.	SAFETY & SECURITY	24x7 vigilance facility with CCTV cameras at designated areas

- We are offering mechanically operated Stack Type Multi Level Car Parking System with non-independent parking spaces for two cars at Parking Areas – one vehicle at lower base and the other one at upper platform. The parking

spaces will have the capacity to accommodate cars with following allowable specifications:

- *Upto a maximum load of -2600 kgs*
- *Upto a maximum Height of -2000 mm (incl. additional external attachments)*
- *Upto a maximum length of -5000 mm*
- *Upto a maximum width ranging between -2300- 2600 mm (incl. door opening space)*

PART “B”

(AMENITIES)

- Double Height Reception Lobby
- Multipurpose hall with Lawn
- Community Green
 - Multipurpose deck
 - kids zone
 - Landscaped sit-outs & planters
- Resident Club:
 - Swimming pool with deck
 - Indoor Games Room & lounge
 - Gymnasium
 - Yoga & Meditation Room
 - Provision for water side Outdoor café
 - Provision for SPA & Steam
 - Landscaped Terrace & Lounge
- Rain Water Harvesting
- Fire Detection & Protection System
- 24X7 Water Supply
- Intercom Facility
- 24 X7 CCTV Surveillance at Campus entry and exit, Ground floor Lobbies, Car parking.
- DG Back-Up for Common Area lighting

**THE SCHEDULE-5 ABOVE REFERRED TO:
(Devolution of Title)**

1. By a registered indenture of conveyance dated 26 February 1907 and registered in the office of the Registrar of Sealdah in Book No. 1, Volume No. 12, pages 1 to 11, Deed no. 615 for the year 1907 and subsequently as rectified by a registered indenture of rectification dated 14 August 1908 registered at the office of the Sub-Registrar of Sealdah in Book No I, Volume No 34, pages 119 to 124, Deed No 2845 for the year 1908, both executed between Mahabunnessa Bibee, Shaikh Wahed Buksh and Shaikh Majid Buksh therein mentioned as the 'vendors' of one part and one Gool Mahomed Khan therein mentioned as the 'purchaser' of the other part, the said Gool Mahomed Khan became the owner of Holding Nos 88A and 94 having an area of 2 Bighas, 17 Cottahs and 14 Chittacks in Division V, Sub Division H, Dehee Birgee Serampore in the District of 24 Pergannahs, Sub-district Sealdah, Thana Ballygunge, for the consideration therein mentioned.
2. By an indenture of conveyance dated 30 November 1908 ("1908 Deed") and made between Gool Mohammed Khan therein described and called the 'vendor' of the one part and Moulvi Shasmul Huda (also known as Nawab Sir Syed Shamsul Huda) ("Nawab") therein described and called the 'purchaser' of the other part and registered at the office of Sub-Registrar, Sealdah in Book No I, Volume No 40, pages 92 to 97, Being No 3510 for the year 1908, the said Moulvi Shamsul Huda for the consideration therein mentioned purchased from the said Gool Mohammed Khan the pieces and parcels of land admeasuring 2 Bighas, 17 Cottahs and 14 Chittacks (appears to have been rectified as 2 Bighas, 16 Cottahs and 5 Chittacks by countersigning) comprised in Holding Nos 88A and 94 in Division V, Sub Division H, Dihee Birjee Serampore in the district of 24 Pergunnahs, Sub-district Sealdah, thana Ballygunge and being the municipal premises No 4, Old Ballygunge Second Lane ("Premises No. 4") in the suburbs of the town of Calcutta fully mentioned and described therein.
3. On 14 February 1920, the said Nawab Sir Syed Shamsul Huda opened a cash credit account with one Bengal National Bank Ltd. (since then in liquidation) ("said BNB") up to a limit of Rs. 25,000.00 and as collateral security deposited with the said bank the said 1908 Deed with an intent to create an equitable mortgage on the said Premises No 4.
4. The said Nawab, who was during his lifetime and at the time of his death a Mohammedan governed by the Sunni School of Mohammedan Law died on the 7 October 1922 having previously made his last will and testament in English language and character bearing dated 17 September 1918 and a codicil thereto dated 12 August 1922 (collectively "said Will") and leaving amongst others the said Premises No 4.
5. By the said Will, said Nawab appointed his wife Shamsun Nehar Hossaini Begum ("Begum"), one Rashidal Hussan ("Rashidal") and younger brother namely Syed Mohammed Masih ("Syed") to be the executrix and executors of his said Will. By his said Will, the Nawab gave and bequeathed one-third part of all his movable and immovable properties to one Razia Khatun, being minor daughter of his younger brother said Syed and whom the Nawab had brought up since her infancy as his own

child. By his said Will, the Nawab did not make any disposition regarding the remaining two-third shares of his properties. The said two-third shares of his properties devolved on his death to the heirs left by the said Nawab, namely, his widow the said Begum, his two brothers namely said Syed and Syed Mohammed Maleeh (“Maleeh”) and one sister Rabia Khatun.

6. On 23 May 1923, the said 1908 Deed was deposited by the said Bengal National Bank Ltd. with the Imperial Bank of India at Calcutta as security for certain advances made to the said Bengal National Bank Ltd., by the said Imperial Bank of India.
7. Subsequently, Begum, Rashidal and Syed, being the executrix and executors of said Will of the said Nawab applied in the Court of the District Judge of 24 Parganas in Case No. 51 of 1925 under Act XXIX of 1925 for grant of probate of the said Will and on 13 July 1926 probate of the said Will was granted by the District Judge of 24 Parganas to them as such executrix and executors as aforesaid. In the circumstances aforesaid on the death of the Nawab, the Begum became entitled to an undivided 1/6th part or share (or 17%), the said Syed to an undivided 1/5th part or share (or 20%), the said Maleeh to an undivided 1/5th part or share (or 20%), the said Rabia Khatun to an undivided 1/10th part or share (or 10%) and the said Razia Khatun (also known as Razia Begum) to the remaining undivided 1/3rd part or share (or 33%) of and in, amongst others, the said Premises No 4.
8. The said Begum died intestate on 13 December 1926 leaving her mother Omme Salma Begum and her paternal uncle Ganiul Baqui her surviving as her sole heirs under the Sunni School of Mohammedan Law by which she was during her lifetime and at the time of her death governed. On the death of the said Begum intestate, her undivided 1/6th part or share (or 17%) in, amongst others, the said Premises No 4 as was inherited by her from the Nawab devolved upon the said Omme Salma Begum inheriting an undivided 1/18th part or share (or 6%) and the said Ganiul Baqui an undivided 1/9th part or share (or 11%). Upon the demise of the said Begum, the said Rashidal and the said Syed as the surviving executors continued to administer the estate left by the said Nawab.
9. On 26 May 1927, the said Imperial Bank of India (“Imperial”) instituted a suit in the Hon’ble High Court at Calcutta being Suit No. 1215 of 1927 (“said Suit”) for the recovery of the moneys and for enforcement of the security held by the said Imperial including, amongst others, the said 1908 Deed and by an order dated 1 June 1927 made in the said Suit, Charles Ernest Walker, Clarence George Ashworth and Joseph Benjamin Stanley were appointed as Receivers of the assets and properties and security of the said BNB including the said charge on the said Premises No 4. By an order dated 2 August 1927 made by the Hon’ble High Court at Calcutta in the matter of the Companies Act and in the matter of the said BNB, the said BNB was directed to be wound up. By an order dated 9 August 1927 made in the said matter, the said Clarence George Ashworth, the said Charles Earnest Walker and Edwin John Carter were appointed Liquidators for the purpose of such winding up of the said BNB.
10. By a Bengali Kobala dated 26 September 1927 registered in Book No. 1, Volume No. 108, pages 234 to 266, Deed no. 4114 for the year 1927, the said Ganiul Baqui sold to the said Omme Salma Begum, amongst other properties, his said undivided 1/9th part or shares (or 11%) in the said Premises No 4. In the circumstances aforesaid the said

- Omme Salma Begum became entitled to an undivided 1/6th part or share (or 17%) in the said premises No 4.
11. By an order dated the 23 April 1928 made in the said Suit, one David Mitchell was appointed an additional receiver with all the powers provided for in the order dated 1 June 1927. On 1 December 1927 there was due of a sum of Rupees thirty two thousand three hundred and seven and pies three together with interest thereon to the said BNB, on the said account of the said Nawab and on the security of the title deed of the said Premises No 4.
 12. By an order dated 11 October 1928 made in the said Suit the appointed receivers were inter alia authorized to grant and assign the claim of the said BNB on the account of the said Nawab and as security on the said Premises No 4 for the consideration of Rs 12,500/- in full settlement of the claim of the said BNB in favour of the person nominated by the said Rashidal and said Syed. The said Rashidal and Syed having no money for payment of the said debt, requested one Razaur Rahman Khan ("Razaur") to take from the said receivers an assignment of the claim and all moneys due on the said account and of the said security for the sum of Rs 12,500/-. For payment of the said debt payable in respect of the said equitable mortgage and for payment of the additional stamp duty on the probate of the said Will of the said Nawab and for payment of the rent due in respect of the estate of the said Nawab and for other purposes in course of administration of the estate of the said Nawab, the said Rashidal and Syed proposed to and agreed with Razaur Rahman Khan for the absolute sale to him of the *separated northern portion* of the said Premises No 4 containing by measurement 1 bigha 10 cottahs and 10 sq. ft. for Rs 16,851/62.
 13. By an indenture of assignment dated 29 November 1929 and registered at the office of Sub-Registrar, Sealdah in Book No I, Volume No 31, pages 109 to 114, Being No 2010 for the year 1929 and made between the said BNB in liquidation, represented by the said liquidators of the first part, the said receivers abovenamed i.e. Charles Ernest Walker, Clarence George Ashworth, Joseph Benjamin Stanley and David Mitchell of the second part and Razaur, therein called the 'purchaser' of the third part, the said BNB in Liquidation (by the said liquidators) and the said receivers in consideration of Rs 12,500/- paid to the said receivers by Razaur in full satisfaction of the claim of the said BNB, in the said account of the said Nawab assigned and transferred to said Razaur all the moneys due and payable to the said BNB with all interest in respect of the said account of the said Nawab and also granted conveyed and transferred to said Razaur the said Premises No 4, Old Ballygunge Second Lane being a security for the said moneys. The land area comprised in the schedule property mentioned in this Indenture is 2 Bighas, 16 Cottahs and 5 Chittacks.
 14. By an indenture of conveyance also dated 29 November 1929 and registered at the office of Sub-Registrar, Sealdah in Book 1, Volume 26, Pages 207 to 219, Deed No. 1967 of 1929 and made between the said Rashidal and the said Syed as such surviving executors of the said Will of said Nawab therein called the 'vendors' of the one part and said Razaur therein called the 'purchaser' of the other part, the said Rashidal and the said Syed in pursuance of the said claim and in consideration of the sum of Rs 12,500/- which the vendor declared as having been received by him in full satisfaction of all moneys due and payable to him on the said debt and the said equitable mortgage created by the said Nawab transferred to said Razaur by the above recited indenture of

assignment bearing even date together with the said indenture of conveyance as aforesaid and in consideration of the sum of Rs 4,351-6-2(2/3) paid by said Razaur to the said Rashidal and said Syed (the said sum of Rs 12,500 together with the said sum of Rs 4,351-6-2(2/3) making the said full consideration money of Rs 16,851/6/2(2/3)), the said Rashidal and the said Syed transferred and conveyed to Razaur the pieces or parcels of partly revenue paying and partly revenue free land containing by measurement 1 Bigha 10 Cottahs 10 chittaks 10 sq. ft. being the *separated northern portion* of the said Premises No 4.

15. The remaining portion of the said Premises No 4 had since been separately numbered and assessed by the then Calcutta Corporation as premises No 4/1, Old Ballygunge Second Lane ("Premises No. 4/1") and the said separated northern portion as purchased by Razaur under the conveyance dated 29 November 1929 as aforesaid continued to be known and numbered as Premises No 4, Old Ballygunge Second Lane.
16. By a Bengali kobala dated 12 December 1930 registered in Book No. 1, Volume No. 34, pages 163 to 201, Deed no. 414 of 1931, the said Omme Salma Begum sold to the said Razia Begum also known as Razia Khatun, amongst other properties, her said undivided 1/6th part or share in the said Premises No 4/1, (formerly a part of Premises No 4). In the circumstances aforesaid the said Razia Begum thus became entitled to an undivided half share in the said Premises No 4.
17. In the event that had happened the said Syed, Rabia and Razia became jointly entitled to an undivided 4/5th part or share (or 80%) of and in the said Premises No 4/1, (formerly a part of Premises No 4), namely, the said Syed being entitled to an undivided 1/5th part or share (or 20%), the said Rabia being entitled to an undivided 1/10th part or share (or 10%) and the said Razia being entitled to an undivided half part or share (or 50%), whereas, the said Maleeh being entitled to the remaining undivided 1/5th part or share of and in the said Premises No 4/1, (formerly a part of Premises No 4).
18. By an indenture of conveyance bearing dated 22 September 1932 registered at the office of Sub-Registrar, Sealdah in Book I, Volume No. 25, Pages 128-141, Deed No. 1540 of 1932 ("Deed No. 1540") and made between the said Syed the said Rabia and the said Razia therein called the 'vendors' of the first part the said Syed and the said Rashidal the surviving executors of the said Will of the Nawab of the second part and Razaur of the third part, the said Syed, the said Rabia and the said Razia sold and the said Syed and the said Rashidal as such surviving executors as aforesaid conveyed and confirmed unto said Razaur their said undivided 4/5th part or share in the piece or parcel of partly revenue paying and partly revenue free land measuring 1 Bigha, 16 Cottahs, 1 Chittack and 34 sq. ft. being said Premises No 4/1, (formerly a part of Premises No 4).
19. By a conveyance dated 13 May 1933 and registered at the office of Sub-Registrar, Sealdah in Book No I, Volume No 9, at pages 275 to 284, Being No. 715 for the year 1933 ("Deed No. 715") and made between the said Maleeh therein called the 'vendor' of the one part and Razaur therein called the 'purchaser' of the other part, the said Maleeh for the consideration therein mentioned sold to the said Razaur his undivided 1/5th part or share in the piece or parcel of partly revenue paying and partly revenue free land measuring 1 Bigha, 16 Cottahs, 1 Chittack and 34 sq. ft. being said Premises No 4/1, (formerly a part of No 4).

20. The said separated northern portion of the said Premises No 4 which continued to be known and numbered as Premises No 4, Old Ballygunge Second Lane as aforesaid had subsequently been renumbered and assessed by the then Corporation of Calcutta as Premises No 13, Palm Place and thereafter again renumbered and assessed as Premises No 13/1, Ballygunge Park (Road). The said Premises No 4/1 (formerly a part of No 4), Old Ballygunge Second Lane has subsequently been numbered and assessed as Premises No. 15, Palm Place.
21. By an indenture of lease dated 20 October 1959 made between the said Razaur therein described as the 'Lessor' of the one part and Jamilur Rahaman Khan therein described as the 'Lessee' of the other part, recorded in Book No I, Volume No 122, from pages 274 to 279 being No 4777 of the year 1959 ("Deed No. 4777") and registered at the office of the Registrar of Calcutta, the said Razaur Rahaman Khan for the consideration and on terms and conditions therein mentioned demised and leased unto Jamilur Rahaman Khan the premises No 15, Palm Place (by then, a piece and parcel of premises No 13/1, Ballygunge Park) for a term of 29 (twenty nine) years.
22. By a memorandum dated 11 July 1960 made between the said Razaur therein described as the 'guarantor' and Jamilur Rahaman Khan therein described as the 'mortgagor' of the one part and Turner Morrison & Company Private Limited ("Turner") therein described as the 'Company' of the other part recorded in Book No I, Volume No 143, from pages 1 to 14, Being No. 5008 of the year 1960 and registered at the office of the Registrar of Calcutta, the said Razaur admitted and acknowledged that he has deposited with said Turner the original title deeds bearing said Deed No. 715 and said Deed No. 1540 relating to an area admeasuring 1 Bigha, 13 Cottahs, 7 Chittacks and 30 Sq. Ft. comprised in premises No 15, Palm Place with an intent to create a security thereon by way of first mortgage in favour of said Turner for the due discharge of his liability. Further, the said Jamilur Rahaman Khan admitted and acknowledged that he has deposited with said Turner said Deed No. 4777 relating to an area admeasuring 1 Bigha, 13 Cottahs, 7 Chittacks and 30 Sq. Ft. comprised in premises No 15, Palm Place with an intent to create a security in respect of his leasehold interest therein by way of a first mortgage in favour of said Turner.
23. By an indenture of further charge dated 20 December 1961 made between the said Razaur therein described as the 'guarantor' and Jamilur Rahaman Khan therein described as the 'borrower' of the one part and said Turner therein described as the 'lender' of the other part and registered at the office of the Registrar of Calcutta and recorded in Book No I, Volume No 167, from pages 32 to 40, being No. 6146 of the year 1961, the said Razaur admitted and acknowledged that the deposit with said Turner of the title deeds being said Deed No. 715 and Deed No. 1540 shall be a security and shall remain charged by way of mortgage for the due discharge of his liability for due repayment of a sum of INR 96,000 (Indian Rupees Ninety six thousand only) and other monies secured by deposit of title deeds as recorded in the memorandum dated 11 July 1960 as well as a further advance of INR 46,000 (Indian Rupees Forty Six thousand only). Further, the said Jamilur Rahaman Khan admitted and acknowledged that the deposit with said Turner of the original lease deed bearing Deed No. 4777 shall be a security for repayment of a sum of INR 96,000/- and other monies secured by deposit of title deeds as recorded in the memorandum dated 11 July 1960 as well as a further advance of INR 46,000/-.

24. By an agreement for sale dated 25 August 1964, the said Razaur agreed with one Prakash Chandra Sarawgi, son of Tolaram Sarawgi, for the absolute sale to him or to his nominee or nominees the said premises No 13/1, Ballygunge Park (Road) and the premises No 15, Palm Place free from all encumbrances save and except a mortgage and further charge created under the documents dated respectively 11 July 1960 and 20 December 1960 in favour of said Messrs. Turner Morrison & Co. Ltd and the alignment of the Scheme No LXXVI of the Calcutta Improvement Trust at or for the price of Rs 5,50,000.00 (Rupees Five Lacs and Fifty thousand only) and received from him the sum of Rs 25,001.00 (Rupees Twenty-five thousand and One only) by way of earnest and in part payment of the purchase price.
25. The said Prakash Chandra Sarawgi, son of Tolaram Sarawgi, nominated Tolaram (India) Limited as his nominee and requested the said Razaur Rahman Khan to sell to the purchaser the said premises No 13/1, Ballygunge Park (Road) and premises No 15, Palm Place on receipt from the purchaser the balance of the purchase price. By an indenture of conveyance dated the 24 May 1965 made between the said Razaur Rahman Khan therein described as the 'vendor' of the one part, Prakash Chandra Sarawgi, son of Tolaram Sarawgi deceased therein described as the 'confirming party' of the second part and Tolaram (India) Limited the therein described as the 'purchaser' of the third part, recorded in Book No I, Volume No 38, from pages 187 to 205 being No 3347 of the year 1965 and registered at the office of the Registrar of Calcutta, the said Razaur Rahman Khan for the consideration therein mentioned granted transferred and conveyed unto the said Tolaram (India) Limited the said premises No 13/1, Ballygunge Park (Road) comprising land admeasuring 1 Bigha, 9 Cottahs, 4 Chittack and 16 sq. ft. and premises No 15, Palm Place comprising land admeasuring 1 Bigha, 16 Cottahs, 1 Chittack and 34 sq. ft. free from all encumbrances save and except a mortgage and further charge created under the documents dated respectively the 11 July 1960 and 20 December 1960 (year is wrongly mentioned as 1960 instead of 1961)in favour of Messrs. Turner Morrison & Co. Ltd. on the said premises No 15, Palm Place on which a sum of Rs 16353.39 remained outstanding and subject to the alignment of the scheme No LXXVI of the Calcutta Improvement Trust.
26. By an indenture of transfer of lease dated 24 May 1965 (unregistered) made between the said Jamilur Rahaman Khan therein described as the 'vendor' of the one part and Tolaram (India) Ltd. therein described as the 'purchaser' of the other part, the said Jamilur Rahaman Khan for the consideration therein mentioned assigned unto Tolaram (India) Ltd. the said premises No 15, Palm Place along with all its interest, claim and demand under the indenture of lease dated 20 October 1959, for the residue period of the said term of 29 (twenty nine) years which was the term of the indenture of lease dated 20 October 1959.
27. By an indenture of conveyance dated 8 December 1966 made between the said Tolaram (India) Limited therein described as the 'vendor' of the one part and Arun Properties Private Limited therein described as the 'purchaser' of the other part, recorded in Book No I, Volume No 193, from pages 181 to 189 being No 6425 of the year 1966 and registered at the office of the Registrar of Calcutta, the said Tolaram (India) Limited for the consideration therein mentioned granted transferred and conveyed unto Arun Properties Private Limited the premises No 13/1, Ballygunge Park (Road) comprising land admeasuring 1 Bigha, 9 Cottahs, 4 Chittack and 16 sq. ft. and

- premises No 15, Palm Place comprising land admeasuring 1 Bigha, 16 Cottahs, 1 Chittack and 34 sq. ft. subject to the said mortgage dated the 11th July 1960 and the further charge dated 20th December 1960 (year is wrongly mentioned as 1960 instead of 1961) in favour of M/s. Turner Morrison & Co. Ltd and subject to the alignment of the scheme No LXXVI of the Calcutta Improvement Trust but free from all other encumbrances.
28. By an indenture of guarantee and indemnity dated 8 December 1966 made between the said Tolaram (India) Limited therein described as the 'vendor' of the one part, Sova Chand Sarawgi and Prakash Chandra Sarawgi therein described as 'guarantors' of the second part and Arun Properties Private Limited therein described as the 'purchaser' of the third part, the said Tolaram (India) Limited, Sova Chand Sarawgi and Prakash Chandra Sarawgi jointly and severally undertook to indemnify and keep indemnified Arun Properties Private Limited against all costs, expenses, losses and damages which Arun Properties Private Limited may suffer or be put to in consequence of the said indenture of transfer of lease dated 24 May 1965 made between Jamilur Rahaman Khan and Tolaram (India) Limited not being registered and agreed to keep in deposit with Arun Properties Private Limited, a sum of INR 1,75,000 (Indian Rupees One lakh seventy five thousand only) to be appropriated by Arun Properties Private Limited towards any cost, charges, expenses, exemption fee and/or betterment fee which Arun Properties Private Limited may be liable to pay on account of scheme No LXXVI of the Calcutta Improvement Trust.
 29. By an indenture of release dated 27 November 1967 made between the said Turner Morrison & Company Limited as the 'mortgagee' of the one part and Arun Properties Pvt Ltd as the 'company' of the other part, recorded in Book No I, Volume No 53, from pages 47 to 53, being No 548 of the year 1968 and registered at the office of the Registrar of Assurances, Calcutta, the said Turner Morrison & Company Limited granted, released and confirmed unto Arun Properties Private Limited an area admeasuring 1 Bigha 13 Cottahs 7 Chittacks 30 Sq. ft. being premises No 15, Palm Place and formerly known as premises No 4/1, Old Ballygunge Second Lane within the municipal limits of the town of Calcutta being part of Holding (formerly Nos 88A and 94) new Nos 326 and 327 in Sub-Division H, Division V, Mouza Ballygunge in Dehi Panchannogram, Police Station Ballygunge, Sub-Registry Sealdah in the district of Twenty four Parganas (together with messuages buildings and other erections erected thereon and commonly known as Adela Court and now being the premises No 13/1, Ballygunge Park).
 30. By its Notification No 10077/M2C-41/65 dated 26 December 1967, the local self-government department of the Government of West Bengal sanctioned the cancellation by the Board of Trustees for the Improvement of Calcutta of its General Improvement Scheme No LXXVI (Broad Street to Palm Avenue- Tiljala Lane). Consequently, premises No 13/1, Ballygunge Park (Road) and premises No 15, Palm Place were exempted from the scheme of the Calcutta Improvement Trust.
 31. It has been represented to us by the Owner that premises No 15, Palm Place was subsequently renumbered as premises No 13/1/1, Ballygunge Park (Road). As per the copy of the Municipal Assessment Book of the Assessment Department, Kolkata Municipal Corporation, premises No 13/1/1, Ballygunge Park (Road) was amalgamated with premises No 13/1, Ballygunge Park (Road), being the said Premises herein referred with effect from 3 December 2013 by the approval of the Municipal Commissioner

- dated 26 February 2014. Post amalgamation, a deed of gift dated 15 September 2015 was made by the said Arun Properties Private Limited in favour of the Kolkata Municipal Corporation and registered at the office of the District Sub-Registrar – III, Alipore in Book No. I, Volume No. 1603-2015, Pages 83471 to 83484 being No, 6410 of 2015 in connection with the free gift of an area of 2.789 Sq. Mtrs from the front North-Western side of the Said Premises for the purpose of road widening as per the provisions of Rule 59(2) of the Kolkata Municipal Corporation Building Rules 2009. Such gift has resulted in the reduction of the recorded area of land as per Municipal records and/or actual area of land as per survey comprised in the Said Premises by 30.02 Sq. Ft. (2.789 Sq. Mtrs.)
32. The said Arun Properties Pvt Ltd was converted into a limited liability partnership and certificate of registration on conversion was issued by the Registrar of Companies, West Bengal in the name of 'Arun Properties LLP' on 19 October 2015.
 33. The name of Arun Properties LLP was mutated in the records of the Kolkata Municipal Corporation as an owner/person liable to pay tax with respect to Said Premises under Assessee No 110650200196 which is revealed from the mutation certificate dated 18 May 2016 in case No 0/065/18-MAY-16/97605 issued by the Kolkata Municipal Corporation.
 34. For the reasons as aforesaid, said Arun Properties LLP, the Owner herein referred, has been absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises No 13/1, Ballygunge Park Road, referred to as the said Premises herein.

**SCHEDULE-6 ABOVE REFERRED TO:
(Total Price)**

Total Price being the consideration for the transfer of the said Apartment including all rights agreed to be transferred in favour of the Purchaser hereof.

[•]/-

(Rupees [•] only)

**SCHEDULE-7 ABOVE REFERRED TO:
(Common Rules and Restrictions)**

As a matter of necessity, the ownership and enjoyment of the Apartment by the Purchaser shall be consistent with the rights and interest of all the other allottees/purchasers and while using and enjoying their respective apartments and the Common Areas, each of the allottees/purchasers shall be bound and obliged:

- (a) to co-operate with the other allottees/purchasers of the Project, Association, as the case may be, in the management and maintenance of the said Premises and the common purposes;
- (b) to observe, fulfil and perform the rules, regulations and restrictions from time to time in force for the quiet and peaceful use, enjoyment and management of the said Premises and in particular the Common Areas, and other common purposes, as may be made and/or framed by the Promoter and/or the Association, as the case may be;
- (c) to allow the Association and its authorised representatives with or without workmen to enter into their apartments at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects, decays and want of repair in their apartments within seven days of giving of a notice in writing by the Maintenance In-charge/Interim Body/Association thereabout and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect;
- (d) to use their respective Apartments/apartments (and utility rooms, servants' room etc., if any) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.;
- (e) not to use the ultimate roof of the Building or the Common Areas for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other allottees/purchasers.
- (f) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of common walls or floor or store such goods which are objected to by the concerned local or other authority or things therein or thereat or in any other common areas of the said Premises
- (g) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place on the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective apartments. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his/her/its apartment.
- (h) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any apartment or any part of the said Premises or may cause any increase in the premia payable in respect thereof.

- (i) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the said Premises otherwise than in the manner agreed by the Association in writing or in the manner as near as may be in which it was previously decorated.
- (j) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof/s, staircases, lobbies, landings, pathways, passages or in any other Common Areas nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (k) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other apartments in the Building.
- (l) to keep their respective apartments and walls, sewers, drain pipes, cables, wires, entrance and main entrance serving any other apartment in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartments/parts of the Building and not to do or cause to be done anything in or around their respective apartments which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective apartments. In particular and without prejudice to the generality to the foregoing, the allottees/purchasers shall not make any form of alteration and/or shall not chisel or in any other manner cause damage in the beams and columns ,walls, slabs or RCC, pardi passing through their respective apartments or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (m) Apartment:
 - (i) The Purchaser is aware that the Apartment shall be given as bare shell.
 - (ii) Cable/Wires: That the Purchaser shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided thereof, ensuring that no inconvenience is caused to the Promoter or to the other allottees of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the said Premises and outside walls of the tower(s) save and except in the manner indicated by the Promoter or the Association, as the case may be
 - (iii) Connectivity: The Purchaser agrees that the Promoter shall, provide connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Promoter shall decide) with two service providers of its choice for providing these services and/or for the purpose for putting

up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Project and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Purchaser (as also other apartment owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated providers to all the Flat/Apartments.

- (iv) Air condition: The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC apartments. That the Allottee shall not install any window air-conditioning apartments anywhere in the said Apartment and in such areas where air-conditioners are not installed by the Promoter and shall install air-conditioners only in designated areas as approved by Promoter.
- (n) Balcony/Terrace: The balcony or terrace, is meant for the exclusive use of the Purchaser of the Apartment and the same shall be a property/right (as applicable) appurtenant to such Apartment and the right of use and enjoyment thereof shall always travel with such Apartment and the following rules terms conditions and covenants shall be applicable on the Purchaser thereof in relation thereto:
 - i) The Purchaser thereof shall not be entitled to sell convey transfer or assign such Terrace independently (i.e., independent of the apartment owned by such Purchaser);
 - ii) The Purchaser thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Balcony/Terrace nor cover the same in any manner, including *Shamianas* etc.;
 - iii) The Purchaser thereof not install a tower or antenna of a mobile phone company or display hoardings or placards.
 - iv) The Purchaser thereof shall not convert the same into a garden by adding weight thereto or by bringing in mud or soil or any other material or do any act deed or thing which could affect the structural stability of the building.
 - v) The Developer shall plant a tree at the Terrace as finalised by the Allottee from the options provided by the Developer and the same shall be maintained by the Developer and/or the Association. The cost for maintaining the said tree shall be part of the CAM.. Customers shall not plant any other plants/trees.. The customer

shall abide with the same and will not be allowed to make any changes.

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

- p) **Servant Quarter:**
- (i) The Purchaser shall use such servant's quarter(s) only for the purpose of residence of his servant and for no other purpose whatsoever;
 - (ii) The Purchaser shall not be entitled to sell transfer or assign to any person such servant's quarter(s) or allow or permit any one to use such servant's quarter as tenant, lessee, caretaker, licensee or otherwise or part with possession of such servant's quarter, independent of his apartment with the only exception being that he shall be entitled to let out transfer or part with possession of the same independent of his flat / apartment to any other allottee of flat / apartment in the Tower Building and none else;
 - (iii) The Purchaser shall observe, fulfil and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Association with regard to the user and maintenance of the servant's quarters.
 - (iv) The Purchaser shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such servant's quarter and shall indemnify and keep saved harmless and indemnified the Promoter with regard thereto.
 - (v) That the Purchaser shall ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- (q) not to carry on or cause to be carried on any obnoxious or injurious activities or noisy, dangerous, hazardous, illegal or immoral deed or activity in or through their apartments, the parking spaces and the Common Areas.
- (r) not to slaughter or kill any animal in any area (including common areas/ parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (s) not be entitled to nor permitted to make any structural changes/ modifications to their respective apartments or any part thereof Provided That internal finishing work may be carried out by the Purchaser in a lawful manner.
- (t) not make construction of any nature whatsoever (be it temporary or permanent) in or about/above the balcony / terraces etc., nor cover the same in any manner, including shamianas etc.
- (u) not to fix or install air conditioners in their respective apartments save and except at places where provision has been made by the Promoter for installation of the same. Further, before installation, the Purchasers shall

also get the layout plan of the air conditioner/s to be installed in their respective apartments approved by the Promoter and shall further ensure that all water discharged by the split air conditioning apartments is drained within their respective apartments.

- (v) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and/or install any collapsible gate/grill outside the main door/entrance of the Apartment and also not to install any grill/collapsible gate on the balcony or veranda and/or terrace and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the flat / apartment which in the opinion of the Promoter or the Association differs from the colour scheme of the Building or deviation of which in the opinion of the Promoter or the Association may affect the elevation in respect of the exterior walls of the Building and/or detract from the uniformity and aesthetics of the exterior of the Apartment or aesthetic quality of the surroundings of the Building and the Project.
- (w) not to make in the apartment any structural addition or alteration and/or cause damage to beams, columns, partition walls etc.
- (x) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non- compliance, non-performance, default or negligence on their part.
- (y) maintain at their own costs, their respective apartments in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective apartments as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the said Premises (as applicable) and to make such additions and alterations in or about or relating to their respective apartments and/or the Buildings as be required to be carried out by them, independently or in common with the other purchasers as the case may be without holding the Promoter in

any manner liable or responsible therefore and to pay all costs and expenses therefore wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Association and each of them saved harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottees.

- (z) shall pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, electricity charges, charges for enjoying and/or availing excess power (i.e. in excess of that allotted to their respective apartments by the Promoter at its discretion at the time of delivery of possession or Deemed Date of Possession of their respective apartments in terms hereof), together with interest thereon and all other outgoings (hereinafter referred to as "Outgoings") related to the Apartment on and from the Possession Date or Deemed Date of Possession. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Purchaser shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment and/or Promoter and/or the Association, as the case may be. Further, on and from the Possession Date or Deemed Date of Possession, the Purchaser shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Association, as the case may be, such bills being conclusive proof of the liability of the Purchaser in respect thereof;
- (aa) All penalty, surcharge, interest, costs, charges, and expenses arising out of any delay default or negligence on the part of the purchasers in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by the supplier from its consumers for the delay payment of its bills).
- (bb) The Purchaser hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances
- (cc) The Purchaser hereby also accepts not to change/alter/modify the name of the Project from that mentioned in this Agreement
- (dd) The Purchaser hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Purchaser and his/its successors-in-title or interest and that

the Purchaser shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

- (ee) The Purchaser shall pay to the Promoter or the Association, as the case may be, within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Apartment.
- (ff) The Purchaser shall not misuse or permit to be misused the water supply to the Apartment
- (gg) The Purchaser shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter
- (ii) The Purchaser shall not install or keep or run any generator in the Apartment and the garage, if any
- (jj) The Purchaser shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
- (kk) The Purchaser shall remain fully responsible for any domestic help or drivers, maids employed by the Purchaser and any pets kept by the Allottee;
- (ll) Lifts :- The Building shall consist of two main lifts and a single service lift.
 - (i) The service lift is for the use of the domestic help, servants, service providers/,delivery boys and/or any other person rendering services of the same kind.
 - (ii) The main lift is for the exclusive use of the residents and their guests and/or visitors .
 - (iii) The purchasers, their servants/ domestic help shall not overload the service lifts and shall move goods only through the staircase of the Building;
- (mm) Drivers Dormitory – a dormitory will be provided within the common areas for drivers to stay overnight or to rest for the day along with attached washrooms. Same is chargeable for only short term period and are not to be used for permanent stay and/or over multiple nights.
- (nn) The Allottee shall also be further liable to pay guarding charges at the rate of Rs. 25000/- (Rupees Five Thousand only) for each month or part thereof,

together with applicable taxes thereon, if any, for the period commencing on and from the Deemed Date of Possession till the actual physical possession is taken by the Allottee

- (oo) The Allottee agrees to pay a refundable deposit payable to Promoter being an amount of Rs. 5,00,000/- (Rupees Five Lakhs only) at the time of taking over possession of the Apartment, The said deposit will be refunded to the Allottee on completion of Fit Out work carried out by the Allottee in its Apartment. The Allottee further understands and agrees that the said amount deposited with the Promoter may be adjust against cost of damages, if any, caused to the Project common areas or the Building/Project by the Allottee caused by the fit out work carried out by the Allottee.

**SCHEDULE-8 ABOVE REFERRED TO:
(Association, Maintenance of Common Areas and The Clubs)**

PART A: ASSOCIATION AND MAINTENANCE OF THE COMMON AREAS:

1. FORMATION OF ASSOCIATION OF PURCHASERS

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

- (i) There will be an association of the allottees/purchasers of the Project formed in accordance with the Act and/or the West Bengal Apartment Ownership Act, 1972 along with the rules and bye-laws framed thereunder (“**Association**”). The maintenance of the Common Areas shall be handed over to the Association by the Promoter in conformity with the provisions of the West Bengal Apartment Ownership Act, 1972 and Rules and Bye-laws framed thereunder. The allottees/purchasers shall be liable to comply with the formalities of becoming members of Association and also to comply with the rules and bye-laws of the Association. The Promoter, as prescribed under the Act and/or the West Bengal Apartment Ownership Act, 1972 (as amended from time to time) shall notify the allottees/purchasers of the Project regarding formation of the Association of the Project so as to enable them to constitute/form such Association.
- (ii) The Purchaser shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The

Purchaser had simultaneously with execution of the ATS, provided a Letter of Authority to the Promoter authorizing the Promoter to take necessary steps for formation of Association in respect of the Project, on his/her/their/its behalf, and further the Purchaser shall comply with and/or adhere to all the applicable laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

- (iii) Each Apartment in the Project shall represent one (1) share, irrespective of the number of persons owning such Apartment. Further, in the event an Apartment is owned by more than one person, then the person whose name first appears in the nomenclature of this Agreement as the Purchaser shall only be entitled to become a member of the Association. In the event that the Purchaser is a minor, the local guardian of such minor shall become a member of the Association. A tenant or licensee of the Purchaser shall not be entitled to become a member of the Association.
- (iv) The Promoter shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within and in such manner as prescribed under applicable laws (hereinafter referred to as the “**Handover Date**”). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Promoter and the Association shall take the responsibility for proper safety and maintenance of the Project and of upkeep of all fixtures, equipment and machinery provided by the Promoter, and the Promoter shall immediately stand discharged of any liability and/or responsibility in respect thereof, and the Purchaser and the Association shall keep each of the Owner and the Promoter fully safe, harmless and indemnified in respect thereof.
- (v) The Purchaser had deposited a non-interest bearing security deposit (as specified in the Payment Plan of the ATS) with the Promoter, which deposit shall be treated as Sinking Fund/ Maintenance Deposit (“**Sinking Fund**”). The Purchaser further agrees and acknowledges that such Sinking Fund shall be handed over to the Association by the Promoter, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by the Purchaser and the other allottees of the Project to the Promoter, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of the allottees/purchasers of the Project, inter alia, as a Sinking Fund. The Purchaser undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Purchaser and/or to replenish any shortfalls caused on account of the Purchaser. Further, it is hereby agreed that the Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Association and the Purchaser and the Association shall jointly and severally keep the Promoter indemnified for the same.

- (vi) The Purchaser acknowledges and agrees to allow the Promoter to adjust any receivables and/or dues towards payment of the monthly common charges and expenses (“**Maintenance Charges**”) from the Sinking Fund before the same is handed over to the Association. The Purchaser hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, the Purchaser hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (fifteen) days of a demand made by the Association with respect thereto.
- (vii) The Promoter and/or the Association, as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Association, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Purchaser of its obligation to pay the applicable maintenance charges in terms of this Deed.
- (viii) The Purchaser acknowledges that it/he/she shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Project.
- (ix) The Purchaser expressly agrees and acknowledges that it is obligatory on the part of the Purchaser to regularly and punctually make the payment of the proportionate share of the monthly Maintenance Charges and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the rights of the allottees/purchasers in the Project.
- (x) Further, the Purchaser agrees and undertakes to pay all necessary deposits/charges to the Promoter or the Association, as the case may be, including the interest free security deposit(s) payable to the concerned statutory bodies/ authorities or other entities, each as may be determined by the Promoter or the Association, as the case may be, each within such timelines as may be prescribed by the Promoter or the Association, as the case may be.
- (xi) Without prejudice to the rights available under this Deed, in the event that any amount payable to the Promoter or the Association is not paid within 2 (two) months from the date of the notice in this regard, the Promoter or the Association, as the case may be, shall also be entitled to take such further steps as it may reasonably determine for recovery of the said amounts.
- (xii) It has been agreed by the Parties that the Association of all the Purchasers in the Project as and when the Project is completed in its entirety shall own all Common Areas of the Project together with all easement rights and appurtenances belonging thereto.
- (xiii) Till such time the Association is formed and the maintenance of the Project is handed over to the Association, the Promoter shall look after the maintenance

and for this purpose the Purchaser shall pay to the Promoter 'Supervision Charges' calculated at the rate of 10% on total Maintenance Charges per month for looking after the maintenance of the Project.

2. INTERIM MAINTENANCE PERIOD

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

- (i) The Promoter, in order to ensure the benefit of the Project and the allottees/purchasers, either on its own or through its nominated agency shall maintain and manage the Common Areas at the costs and expenses of the allottees/purchasers but for a period not exceeding three (3) years from the date of obtaining the completion certificate for the Project ("**Interim Maintenance Period**"). The Purchaser will pay Maintenance Charges inclusive of applicable taxes for the aforementioned Interim Maintenance Period, which amount is included in the Total Price and shall be referred to as the "**Interim Maintenance Charge**". It is hereby clarified that in case the Association is not formed even after the Interim Maintenance Period without any fault on the part of the Promoter and despite its repeated persuasion for the formation of the Association, then, there shall be separate agreement between the Promoter and the allottee(s)/purchasers containing the exhaustive terms and conditions to regulate the upkeep, security, maintenance and management of Common Areas beyond the Interim Maintenance Period.
- (ii) The maintenance and management of Common Areas by the Association will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's of Mechanical Car Parking, valet (if any) ,Municipal taxes(if any) etc. It will also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.
- (iii) The rules and bye laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter with such restrictions as may be necessary for proper maintenance and all the allottees/purchasers are bound to follow the same.
- (iv) After the Common Areas of the Project are handed over to the Association, the Association may adopt the rules and the bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.

PART B: THE CLUB AND ITS FACILITIES

- a. The Promoter shall set up a club for use and enjoyment of the allottees/purchasers in the Project on the Ground Floor and First Floor.
- b. Terrace level club on the ultimate roof/terrace named as "Protégé" shall be accessible for adults (above 21 years) only. Children and any person below the age of 21 years shall be prohibited from entering the Protégé. The Multipurpose Lounge at the

Terrace Level shall be chargeable (the charges to be decided at the time of handover) if booked for exclusive usage, and at all other times the same may be used by the Allottees at no extra charge.

- c. The Club as well as the Terrace Lounge will form part of the Common Areas of the Project and will be handed over to the Association.
- d. During the Interim Maintenance Period, the Club as well as the Terrace Lounge shall be managed by the Promoter either by itself or through its nominee.
- e. The Purchaser shall be entitled to the facilities of the Club as well as the Terrace Lounge within the Project along with the other allottees/purchasers of the Project, the Owner and the Promoter. The operational costs/charges of the Club shall form part of the common charges and expenses.
- f. The Purchaser has paid one-time non-refundable membership charges at the time of handing over possession of the Apartment ("**Club Membership Charges**") along with the annual subscription in advance for a period of 1(one) year at the time of handing over possession of the Apartment ("**Club Advance Annual Subscription Charges**").
- g. The rights and obligations of the Purchaser as a member of the Clubs and the detailed terms and conditions of membership and rules and regulations governing use of the Clubs will be formulated by the Promoter or the Association, as the case may be, in due course and circulated to members before the Club are made operational . The Purchaser agrees, undertakes and covenants to abide by such rules and regulations and make payment of all periodic subscriptions and other expenses relating thereto.
- h. On failure of the Purchaser to regularly pay the charges, subscription, etc. in respect of the Club, the Promoter or the Association, as the case may be, shall be entitled to restrict the Purchaser's entry to the Club and withdraw all the privileges of the Club to the Purchaser, and the Purchaser hereby gives his/her/its unfettered consent to the same.
- i. If the Purchaser bring guests to use the Club, the Purchaser will be required to pay guest charges in accordance with the rules and regulations of the Club.
- j. The Purchaser hereby agrees and acknowledges that some of the facilities at the Club shall be available to the members of the Club, subject to payment of the monthly subscription only, while other facilities will be available on "pay by use" basis over and above the monthly subscription or such other basis as may be decided by the Promoter/Association.
- k. In this regard it is clarified that the Club shall be made operational only after the majority of the purchasers of the apartments have moved into the Project and also only after the management of the Club and/or the Promoter getting suitable professional operator at a reasonable cost for operating such facilities.
- l. The Purchaser understands and accepts that all the facilities of the Club may not get ready/operational for use at the time the possession of the Apartment is handed over to the Purchaser. If, however, at the time of handing over possession of the Apartment to the Allottee, some of the Club facilities are made operational, then, and in that event, the Purchaser as a member of the Club, shall be entitled to use all those facilities which have been made operational and shall pay the amount then decided by the Promoter/Association.
- m. In case the Apartment is transferred by the Purchaser, the membership of the Club will automatically stand transferred to the transferee of the Apartment and the

transferor, approved/confirmed user by the said transferor will automatically cease to be member/user of the Club.

ANNEXURE-A
[PLAN OF THE SAID PREMISES]

ANNEXURE-B
[PLAN OF THE APARTMENT]

ANNEXURE-C
[PLAN OF THE PARKING SPACE]

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

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

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

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

MEMORANDUM OF CONSIDERATION

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