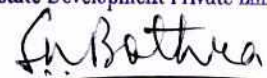


**CONVEYANCE**

1. **Date:** \_\_\_\_\_
2. **Place:** Kolkata
3. **Parties:**

Siddha Real Estate Development Private Limited

  
\_\_\_\_\_  
Authorised Signatory

- 3.1 **Spring City Nirman LLP** (formerly known as Paks Trade Centre LLP and more formerly known as **Paks Trade Centre Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No. 9, 4<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (**PAN AASFP8849E**)
- 3.2 **Springcity Buildcon LLP** (formerly known as **Springcity Buildcon Private Limited and more formerly known as Nishant Fiscal Services Private Limited**), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No.5, 8<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017, District Kolkata, West Bengal (**PAN ADCFS7083G**).
- 3.3 **Spring City Realtors LLP** (formerly known as **Harmony Merchants LLP** and more formerly known as Harmony Merchants Private Limited), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No. 9, 4<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (**PAN AAJFH5883R**)
- 3.4 **Spring City Ecobuilders LLP** (formerly known as **Vardhaman Gears LLP** and more formerly known as Vardhaman Gears Private Limited), a limited liability partnership firm, constituted and registered under the Limited Liability Partnership Act, 2008, having its registered office at Room No. 9, 4<sup>th</sup> floor, Shantiniketan Building, 8, Camac Street, Post Office and Police Station Shakespeare Sarani, Kolkata-700017 (**PAN AAOFV0487C**)

all are represented by their constituted attorney, **Siddha Real Estate Development Private Limited**, a company within the meaning of the Companies Act, 2013, having its registered office at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAJCS6830L**), represented by its authorised signatory, \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by nationality Indian, by occupation Service, working for gain at Siddha Park, 99A, Park Street, Kolkata 700016, Post Office Park Street, Police Station Park Street, District Kolkata, West Bengal (**PAN \_\_\_\_\_**)

(collectively **Owners**, which expression shall include their successors-in-interest)

**And**

- 3.6 **Siddha Real Estate Development Private Limited**, a company within the meaning of the Companies Act, 2013, having its registered office at Siddha Park, 99A, Park Street, Kolkata-700016, Police Station Park Street (**PAN AAJCS6830L**), represented

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

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

**And**

3.7

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(**Buyer or Allottee**, include/s his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

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

**NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**

**4. Subject Matter of Conveyance**

- 4.1 **Said Apartment:** Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and with 1 (one) servant's quarter, being more particularly described in **Schedule B** and the layout of the apartment and the servant's quarter is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"** (**Said Apartment**), in Block \_\_\_\_\_, Building No. \_\_\_\_\_ (**Said Building/Said Block**), being a part of the Said Project (defined in Clause 5.6 below) constructed on the Project Property (defined in Clause 5.7 below).
- 4.2 **Said Parking Space:** The right to park in the parking space/s described in **Schedule B** below (**Said Parking Space**), if any.
- 4.3 **Share In Common Areas:** Pro rata share in the common areas of the Project as member of the Association (**Share In Common Areas**), the said common areas of the Project being described in **Schedule C** below (**Common Areas**).

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

## 5. **Background**

5.1 The Owners are the joint owners of land measuring 19 (nineteen) *bigha* 9 (nine) *cottah* 12 (twelve) *chittack* and 0.71 (zero point seven one) square feet equivalent to 26070.3 (twenty six thousand seventy point three) square meter, more or less, situate, lying at and being Municipal Premises No. 33A (formerly 33A, 33B and 33C), Canal South Road, Kolkata-700015, Police Station Tangra, within Ward No. 57 of the Kolkata Municipal Corporation (“**KMC**”), Sub-Registration District Sealdah, District South 24 Parganas, which is more particularly described in **Schedule A-1** below and is delineated by **Red** colour boundary line on the **Plan** annexed hereto and marked as **Annexure “1” (“Larger Property”)**. The Owners have purchased the Larger Property *vide 4 (four) separate Deeds of Sale i.e. (1)* Deed of Sale dated 28<sup>th</sup> February, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2628 to 2645, being Deed No. 5108 for the year 2010 **(2)** Deed of Sale dated 28<sup>th</sup> September, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2605 to 2627, being Deed No. 5107 for the year 2010 **(3)** Deed of Sale dated 9<sup>th</sup> March, 2006, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 2, Pages 5433 to 5463, being Deed No. 0712 for the year 2010 **and (4)** Deed of Sale dated 28<sup>th</sup> September, 2007, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 13, Pages 2646 to 2668, being Deed No. 05109 for the year 2010.

5.2 For the purposes of developing the Larger Property, the Owners and Siddha Infradev LLP, a limited liability partnership, having its registered office at Siddha Park, 99A, Park Street, Kolkata-700016 (“**Phase-1 Promoter**”) had entered into 2 (two) separate development agreements i.e., **(1)** Development Agreement dated 15<sup>th</sup> September, 2016, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, CD Volume No. 1901-2016, Pages 279202 to 279248, being Deed No. 190108608 for the year 2016 as modified by the Modification Agreement dated 4<sup>th</sup> September, 2019, registered in the Office of the Additional Registrar of Assurances -IV, Kolkata, in Book No. I, CD Volume No. 1904-2019, Pages 408805 to 408837, being Deed No. 190408634 for the year 2019 and **(2)** Supplementary Development Agreement dated 3<sup>rd</sup> December, 2021, registered in the Office of the Additional Registrar of Assurances-IV, Kolkata, in Book No. I, CD

Volume No. 1904-2021, Pages 764577 to 764647, being Deed No. 190416800 for the year 2021 (collectively **Earlier Development Agreements**).

- 5.3 At the time of entering into the Earlier Development Agreements, the Larger Property was earmarked for the purpose of building a residential project comprising multi-storeyed apartment buildings and car parking spaces known as Siddha Sky ("**Said Complex**"). The development of the Said Complex known as '**Siddha Sky**' *inter alia* consisting of 4 (four) Blocks, i.e. (i) Block A, *inter-alia* comprising of 3 (three) residential buildings, namely Building Nos. 1, 2 and 3 consisting of various residential unit/s and Sky Walk, (ii) Block B, *inter-alia* comprising of 1 (one) building for Multi-level Car Parking (**MLCP**) (iii) Block C, *inter-alia* comprising of 1 (one) residential building, namely Building No. 4 consisting of various residential units **and** (iv) Block D, *inter-alia* comprising of 1 (one) building for Club (all collectively "the **Larger Project**").
- 5.4 The Phase-1 Promoter obtained the layout plan and sanctioned plan for construction at the Larger Property (Building Permit No. 2016070060 dated 04.08.2016 and the same was modified on 5<sup>th</sup> April 2021).
- 5.5 Pursuant to the Said Earlier Development Agreements, the Phase-1 Promoter commenced construction of Block A, Block B and Block D (collectively **First Phase Project**) on a demarcated portion of the Larger Property, being land measuring 16 (sixteen) *bigha* 13 (thirteen) *cottah* 10 (ten) *chittack* and 38 (thirty-eight) square feet, more or less, equivalent to 22320 (twenty two thousand three hundred twenty) square meter, more or less, delineated on the **Plan** annexed hereto and bordered in colour **Blue** thereon and more particularly described in **Schedule A-2** below (**First Phase Land**).
- 5.6 Subsequently, by the Second Supplementary Development Agreement dated 5<sup>th</sup> September, 2023, and duly registered in the Office of the Additional Registrar of Assurances -IV, Kolkata, recorded in Book No. I, being Deed No. 190412876 for the year 2023 made between the Owners and the Phase-1 Promoter (the **First Phase Development Agreement**), it was mutually agreed between the Owners and the Phase-1 Promoter that **Block C** comprising of 1 (one) residential building, namely Building No. 4 (**Second Phase Project/Said Project**) would not be developed/constructed by the Phase-1 Promoter and the area of the aggregate land to be developed by the Phase-1 Promoter would stand restricted and limited to the First Phase Land.
- 5.7 Further, it was agreed under the First Phase Development Agreement that the said Block C (i.e. the Second Phase Project) would be constructed by the Owners

themselves or any other developer appointed by the Owners on a demarcated portion of the Larger Property, being land measuring 2 (two) *bigha* 16 (sixteen) *cottah* 1 (one) *chittack* and 7 (seven) square feet, more or less, equivalent to 3750 (three thousand seven hundred fifty) square meter, more or less, delineated on the **Plan** annexed hereto and bordered in colour **Green** thereon and described in the **Schedule A-3** below (**Second Phase Land/Project Property**). The development of the Said Project is known as '**Siddha Sky Phase II (Blu)**

- 5.8 Further, under the First Phase Development Agreement, it was also agreed and recorded that the demarcation/division of the Larger Property into the First Phase Land and the Second Phase Land/Project Property was only notional and only being done to facilitate the construction and completion of the Larger Project into 2 (two) separate phases as hereinbefore recited and that notwithstanding the aforesaid demarcation/division of the Larger Property, upon the completion of the Larger Project, the transferees of both the First Phase Project and the Second Phase Project/Said Project would, as members of the Association, have undivided, impartible, proportionate and variable share in all common areas (including the land of the Larger Property) comprised in the entirety of the Larger Property/Larger Project.
- 5.9 By a Development Agreement dated 22<sup>nd</sup> September, 2023, registered in the Office of the Additional Registrar of Assurances -IV, Kolkata, recorded in Book No. I, being Deed No. 190413719 for the year 2023, made between the Owners herein and the Promoter herein (i.e. Siddha Real Estate Development Private Limited) (**Second Phase Development Agreement / Said Development Agreement**"), the Owners appointed the Promoter as the developer of the Second Phase Project/Said Project on the terms and conditions therein contained and pursuant thereto, the Owners inducted the Promoter as a licensee in respect of the Second Phase Land / Project Property in terms thereof. The Said Apartment And Appurtenances forms a part of the Promoter's allocation under the Second Phase Development Agreement/Said Development Agreement.
- 5.10 **Registration under the Act:** The Promoter/Developer has registered the Said Project under the provisions of the Act with the Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- 5.11 **Announcement of Sale:** The Developer formulated a scheme and announced sale of Apartments and parking spaces to prospective purchasers (**Transferees**).
- 5.12 **Application and Allotment to Buyer:** The Buyer, intending to be a Transferee, upon full satisfaction of the Owners' title and the Developer's authority to sell, applied for purchase of the Said Apartment And Appurtenances and the Developer has allotted the same to the Buyer, who in due course entered into an agreement for sale dated

\_\_\_\_\_ (**Said Agreement**) for purchase of the Said Apartment And Appurtenances, on the terms and conditions contained therein.

5.13 **Construction of Said Building:** The Developer has completed construction of the Said Building.

5.14 **Conveyance to Buyer:** In furtherance of the above, the Owners and the Promoter/Developer are completing the Conveyance of the Said Apartment And Appurtenances in favour of the Buyer, by these presents, on the terms and conditions contained herein.

5.15 **Acceptance of Conditions Precedent:** Notwithstanding anything contained in the Said Agreement, the Buyer confirms that the Buyer has accepted and agreed that the following are and shall be the conditions precedent to this Conveyance:

5.16.1 **Understanding of Scheme by Buyer:** The undertaking and covenant of the Buyer that the Buyer has understood and accepted the under mentioned scheme of development as disclosed by the Promoter/Developer:

(i) The Promoter intends to construct additional floors in the Building No. 4, comprised in Block C, as also in the Multi-level Car Parking (MLCP). For the purpose of construction of the aforesaid additional floors, the Promoter will be entitled from time to time to vary, amend and/or alter the building plans and to carry out construction work accordingly. It is clarified that all the proposed amendments and/or alternations in the building plans may not be done simultaneously and may be carried out by the Promoter in phases and the Allottee undertakes not to raise any objection in this regard. This consent shall be considered to be the Allottee's consent contemplated under the relevant provisions of the Act, Rules and Regulations. The Allottee shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Said Apartment or any other part of the Said Building being affected by such construction. The Allottee hereby agrees to give all facilities and co-operation as the Promoter may require from time to time, both prior to and after taking possession of the Said Apartment, so as to enable the Promoter to complete the development smoothly and in the manner determined by the Promoter. It is expressly agreed by the Parties that the Promoter will be entitled to sell and transfer on ownership basis or otherwise and for its own benefit the additional apartments that may be constructed by the Promoter as aforesaid.

(ii) The Promoter is entitled to amend, modify and/or substitute the proposed future and further development of the Project Property, in full or in part, subject to the necessary permission/sanction being granted by the KMC and all other concerned

authorities.

(iii) The Allottee agrees that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to apartments/flats in the Said Project as limited and exclusive common areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s of such apartments/flats and to the exclusion of other allottee/s in the Said Project (“**Limited Areas And Facilities**”). The Allottee agrees to use only the Limited Areas And Facilities (if any) specifically identified for the Allottee in the Said Apartment And Appurtenances and as more particularly described in **Schedule B** hereunder written. The Allottee agrees to not use the Limited Areas And Facilities identified for other allottee/s nor shall the Allottee has any claim of any nature whatsoever with respect to the Limited Areas And Facilities identified for other allottee/s and/or the usage thereof.

(iv) **Common Areas:** The Common Areas of the Said Project that may be usable by the Buyer and other Buyer(s) on a non-exclusive basis are listed in **Schedule C** hereunder written.

(v) The common areas, facilities and amenities in the Larger Project including the Said Project that may be usable by the Allottee and other allottee/s in the Larger Project on a non-exclusive basis (“**Larger Project Included Amenities**”) are listed in **Schedule D** hereunder written. The Allottee agrees and accepts that the Larger Project Included Amenities may not be provided simultaneously/contemporaneously with offering of possession of the Said Apartment and might be provided only after completion of the Larger Project. The Allottee agrees and accepts that it shall not be obligatory for the Promoter to complete the Larger Project Included Amenities (as listed in **Schedule D** below) in all respects prior to handing over of possession of the Said Apartment to the Allottee and the Larger Project Included Amenities may be completed/provided only after completion of the Larger Project and the Allottee expressly agrees not to raise any objection regarding the same and also further waives the right, if any, to do so.

(vi) The Promoter shall, *inter-alia* for and in course of the development of the Second Phase Project/Said Project, be entitled to utilize the Maximum FAR (Floor Area Ratio) or any part thereof available on the Larger Property, subject to the necessary permission/sanction being granted by the KMC and all other concerned authorities, and construct additional built-up area by way of additional apartments and/or additional floors on the Said Building, without however changing the floor in which the Allottee’s Said Apartment is located.

5.16.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the Buyer are acquainted with, fully aware of and are



thoroughly satisfied about the title of the Owners, right and entitlement of the Promoter/Developer in the Project Property, the sanctioned plans, all background papers, the right of the Owners and the Promoter/Developer to grant this Conveyance, the scheme of development described above and the extent of the rights being granted in favour of the Buyer and the negative covenants mentioned above and/or elsewhere in this Conveyance and the Buyer hereby accepts the same and shall not raise any objection with regard thereto.

5.16.3 **Rights Confined to Said Apartment And Appurtenances:** The undertaking of the Buyer to the Owners and the Promoter/Developer that the right, title and interest of the Buyer are confined only to the Said Apartment And Appurtenances and the Promoter/Developer is entitled to deal with and dispose off all other portions of the Project Property and the Said Building to third parties at the sole discretion of the Promoter/Developer, which the Buyer hereby accepts and to which the Buyer, under no circumstances, shall be entitled to raise any objection.

## 6. Transfer

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

6.1.1 **Said Apartment:** The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less and with 1 (one) servant's quarter, being more particularly described in **Schedule B** and the layout of the apartment and the servant's quarter is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**, in Block \_\_\_\_\_, Building No. \_\_\_\_\_, being a part of the Said Project constructed on the Project Property.

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

6.1.3 **Share In Common Areas:** The Share In Common Areas, being the pro rata share in the common areas of the Project as member of the Association, the said common areas of the Said Project being described in **Schedule C** below.

## 7. Consideration and Payment

7.1 **Consideration:** The aforesaid conveyance of the Said Apartment And Appurtenances is being made by the Owners and the Promoter/Developer in consideration of a sum of Rs \_\_\_\_\_/- (Rupees: \_\_\_\_\_) for the Said Apartment (excluding Goods & Service Tax) based on the carpet area and the price of the Said Parking Space (if any)

is Rs \_\_\_\_\_/- (Rupees: \_\_\_\_\_) and part of the Extra Charge computed is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) and the Goods and Service Taxes is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), paid by the Buyer to the Owners (through the Promoter/Developer) and the Promoter/Developer, receipt of which the Promoter/Developer hereby and by the Memo and Receipt of Consideration by Owners and Promoter/Developer below, admit and acknowledge.

## 8. Terms of Transfer

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

- (a) The right, title, interest and authority of the Owners and the Promoter/Developer in respect of the Project Property, the Said Building and the Said Apartment And Appurtenances;
- (b) The sanctioned plans sanctioned by the KMC;
- (c) The construction and completion of the Said Building, the Common Areas, the Said Apartment and the Said Parking Space (if any) including the quality, specifications, materials, workmanship and structural stability thereof.

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

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

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

8.3.2 **Absolute:** absolute, irreversible and in perpetuity.

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

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

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

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

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

8.4.4 **Observance of Covenants:** the Buyer observing, performing and accepting the stipulations, regulations and covenants (collectively **Covenants**), described in the **Schedule E** below.

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

## 9. Possession

9.1 **Delivery of Possession:** *Khas*, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Apartment And Appurtenances has been handed over by the Promoter/Developer to the Buyer, which the Buyer admits, acknowledges and accepts.

## 10. Outgoings

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

## 11. Holding Possession

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

## 12. Further Acts

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

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

## 13. Defect Liability:

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

13.2 It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Buyer and/or any other buyers in the Said Project or acts of third party (ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Buyer and/or any other buyer/person in the Said Project and/or the Larger Project and/or the Larger Property. The Buyer is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Building at various places or in its entirety

and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Buyer and/or the association of buyers shall have no claim(s) of whatsoever nature against the Promoter in this regard.

- 13.3 It is clarified that the above said responsibility of the Promoter/Developer shall not cover defects, damage, or malfunction resulting from (a) misuse (b) unauthorised modifications or repairs done by the Buyer or his/her/their/its nominee/agent (c) cases of force majeure (d) failure to maintain the amenities/equipments (e) accident and (f) negligent use.
- 13.4 Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. Provided that where the manufacturer warranty as shown by the Promoter/Developer to the Buyer ends before the defect liability period and such warranties are covered under the maintenance of the said residential complex and if the annual maintenance contracts are not done/renewed by the Buyer, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common Areas wherever applicable. The Buyer has been made aware and the Buyer expressly agrees that the regular wear and tear of the residential complex excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20<sup>0</sup> Centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Buyer it shall be necessary to appoint an expert/surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and in the workmanship executed.

#### **14. General**

- 14.1 **Conclusion of Contract:** The Parties have concluded the contract of Conveyance in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.
- 14.2 **Over Riding Effect:** It is clarified that this Conveyance shall supersede and/or shall have over riding effect on the agreement for sale and/or any other documents executed prior to the date of this Conveyance.

#### **15. Interpretation**

- 15.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 15.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 15.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 15.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

### **SCHEDULE 'A-1'**

#### **(Larger Property)**

Land measuring 19 (nineteen) bigha 9 (nine) cottah 12 (twelve) chittack and 0.71 (zero point seven one) square feet equivalent to 26070.30 (twenty six thousand seventy point three zero) square meter, more or less, situate, lying at and being Municipal Premises No. 33A (formerly 33A, 33B and 33C), Canal South Road, Kolkata-700015, (Road Zone: Not Adjacent to E M Bypass to Not Adjacent to E M Bypass), Project "Siddha Sky", Police Station Beliaghata, within Ward No. 057 of the Kolkata Municipal Corporation, Sub-Registration District Sealdah, District South 24 Parganas, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and marked as **Annexure "1"** and butted and bounded as follows:

- On the North** : By *Dag* Nos. 537, 536, 535, 471 & Panchayat Road
- On the East** : By *Dag* Nos. 470(P), 484, 485, 486, 488 & Mouza – Kalaberia
- On the South** : By *Dag* Nos. 498, 504(P), 506(P), 507(P), 509(P), & P.W. Road/ Rajarhat 211 Bus Route
- On the West** : By *Dag* Nos. 510, 502(P), 501(P), 501/716(P), 526(P), 527, 528, 530, 541 & 540

### **SCHEDULE 'A-2'**

#### **(First Phase Land)**

Notionally demarcated portion of land measuring 16 (sixteen) bigha 13 (thirteen) cottah 10 (ten) chittack and 38 (thirty-eight) square feet, more or less, equivalent to 22320 (twenty two thousand three hundred twenty) square meter, more or less, situate, lying at and being a notionally demarcated portion of the Larger Property described in **Schedule A-1** above,

delineated in the **Plan** attached herewith bordered in colour Blue thereon and butted and bounded as follows:

- On the North : By Khasmahal Land
- On the East : By Premises No. 3, 15, 16, 17, Pagladanga Road and Premises No. 34, Canal South Road
- On the South : By KMC Land
- On the West : By KMC Land, Public Road and Phase-II Land

**SCHEDULE 'A-3'**  
**(Second Phase Land/Project Property)**

Notionally demarcated portion of land measuring about 2 (two) bigha 16 (sixteen) cottah 1 (one) chittack and 7 (seven) square feet, more or less, equivalent to 3750 (three thousand seven hundred Fifty) square meter, more or less, situate, lying at and being a notionally demarcated portion of the Larger Property described in **Schedule A-1** above, delineated in the **Plan** attached herewith bordered in colour **Green** thereon and butted and bounded as follows:

- On the North** : By Phase-I Land
- On the East** : By Phase-I Land
- On the South** : By KMC Land
- On the West** : By KMC Land

**SCHEDULE 'B'**  
**(Said Apartment And Appurtenances)**

(a) The Said Apartment, being Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ floor, having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less, with attached balcony measuring \_\_\_\_\_ (\_\_\_\_\_) square feet, more or less with 1 (one) servant's quarter in **Block C, Building No. 4**. The layout of the Said Apartment and Servant's Quarter is delineated in **Green** colour on the **Plan** annexed hereto and marked as **Annexure "2"**;

(b) The Said Parking Space, being the right to park 1 (one) medium sized car in the \_\_\_\_\_, in the \_\_\_\_\_ admeasuring 135 (one hundred and thirty five) square feet, of the Said Complex; **and**

(c) The Share In Common Areas, being pro rata share in the Common Areas of the Said Project described in **Schedule 'C'** below as members of the association, subject to the terms and conditions of this Conveyance.

**SCHEDULE 'C'**

(Common Areas Of the Said Project)

**(Which Are Part Of the Said Project)**

<ul style="list-style-type: none"><li>• Entrance Lobby at the ground level of the Said Building</li></ul>	<ul style="list-style-type: none"><li>• Lobbies on all floors and staircase(s) of the Said Building</li></ul>
<ul style="list-style-type: none"><li>• Lift machine room(s) and lift well(s) of the Said Building</li></ul>	<ul style="list-style-type: none"><li>• Water reservoirs/tanks of the Said Building</li></ul>
<ul style="list-style-type: none"><li>• Water supply pipeline in the Said Building (save those inside any apartment)</li></ul>	<ul style="list-style-type: none"><li>• Drainage and sewage pipeline in the Said Building (save those inside any apartment)</li></ul>
<ul style="list-style-type: none"><li>• Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Building</li></ul>	<ul style="list-style-type: none"><li>• Electricity meter(s) for common installations and space for their installation</li></ul>
<ul style="list-style-type: none"><li>• Intercom Network in the Said Building</li></ul>	<ul style="list-style-type: none"><li>• Network of Cable TV/DTH in the Said Building, if any</li></ul>
<ul style="list-style-type: none"><li>• Broadband connection in the Said Building, if any</li></ul>	<ul style="list-style-type: none"><li>• Fire fighting system in the Said Building</li></ul>
<ul style="list-style-type: none"><li>• Lift(s) and allied machineries in the Said Building</li></ul>	<ul style="list-style-type: none"><li>• External walls of the Said Building</li></ul>
<ul style="list-style-type: none"><li>• Roof Area</li></ul>	<ul style="list-style-type: none"><li>• Stair Room</li></ul>
<ul style="list-style-type: none"><li>• CCTV</li></ul>	<ul style="list-style-type: none"><li>•</li></ul>



**SCHEDULE ‘D’**

**(Larger Project Included Amenities)**

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

Sl. No.	Larger Project Included Amenities
1.	Club
2.	Driveways, fire tender paths, walkways and landscaped green areas
3.	Central drainage & sewage pipeline and central water supply pipeline
4.	Sky Walk and all areas/spaces for convenient access to the Sky Walk
5.	All other areas, facilities and amenities for common use and enjoyment of Said Complex
6	Land comprised in the Larger Property

**SCHEDULE ‘E’**

**(Covenants)**

The Buyer/ Allottee covenants with the Promoter/Developer (which expression includes the body of apartment owners of the Said Project under the West Bengal Apartment Ownership Act, 1972 (“**Association**”), wherever applicable) and admits and accepts that:

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

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

**3. Facility Manager:** The Promoter shall hand over management and upkeep of all Common Areas to a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Areas of the Said Complex (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges (3) the Allottee shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager (4) the Facility Manager, being a professional commercial organization, will not be required to render any

accounts to the Allottee and it shall be deemed that the Facility Manager is rendering the services to the Allottee for commercial considerations (5) the Facility Manager shall merely be the service provider for rendition of services with regard to the Common Areas and no superior rights with regard to the Common Areas shall vest in the Facility Manager and(6) the Facility Manager may be replaced by consent of 80% (eighty percent) or more of the allottees of the Said Complex/Larger Project.

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

**5. Allottee to Pay Common Expenses/Maintenance Charges:** The Allottee shall pay the Common Expenses/Maintenance Charges, on the basis of the bills to be raised by the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that (1) the Allottee shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges and (2) the Common Expenses/Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation).

**6. Allottee to Pay Interest for Delay and/or Default:** The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills raised by the Promoter/the Facility Manager/the Association (upon formation), within 7 (seven) days of presentation thereof, failing which the Allottee shall pay interest @ 2% (two percent) per month or part thereof (compoundable monthly), for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Areas Of the Said Project/Larger Project Included Amenities.

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

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

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

**10. Allottee to Participate in Formation of Association and Apex Body:** The Allottee admits and accepts that the Allottee and other intending allottees of apartments in the Said Complex shall form the Association and the Allottee shall become a member thereof. Further, the Association shall be bound to form a common maintenance body with all similar associations of all building/s in the Other Residential Component for supervision of maintenance of the facilities common for occupants of the Said Complex (“**Apex Body**”). The Allottee shall bear and pay the proportionate expenses of the Association and the Apex Body and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Notwithstanding formation of the Association and the Apex Body, the Facility Manager shall look after the maintenance of the Common Areas. Each apartment owner will be entitled to cast a vote irrespective of his/her/its size of Apartment. The Allottee further admits and accepts that the Allottee shall ensure and not object to the Association joining the Apex Body.

**11. Obligations of Allottee:** The Allottee shall:

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

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

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

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

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

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

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

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

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

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

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

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

(m) **No Obstruction to Promoter/Facility Manager /Association/ Apex Body:** not obstruct the Promoter/the Facility Manager/the Association (upon formation)/the Apex Body (upon formation) in their acts relating to the Common Areas and not obstruct the Promoter in constructing on other portions of the Said Building and/or the Said Complex/Larger Project/Project Property and selling or granting rights to any person on any part of the Said Building/Said Complex/Larger Project/Project Property(excepting the Said Apartment and the Said Parking Space, if any).

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

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

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

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

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

(s) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the Said Apartment/Said Building/Said

Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Apartment.

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

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

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

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

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

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

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

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

**11.2 No Objection to Construction:** Notwithstanding anything contained in this Conveyance, the Allottee has accepted the scheme of the Promoter to construct/develop the Said Complex/Larger Project in phases and to construct on other portions of the Project Property and hence the Allottee has no objection to the continuance of construction in the other portions of the Project Property/the Said Complex, even after the date of possession notice. The Allottee shall

not raise any objection to any inconvenience that may be suffered by the Allottee due to and arising out of the said construction/developmental activity.

**11.3 No Right in Other Areas:** Save and except as expressly mentioned in this Conveyance, the Allottee shall not have any right in the other portions of the Project Property/the Said Complex and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing on the said other portions of the Project Property/the Said Complex.

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

**11.5 Hoardings:** The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Project Property and on the façade, terrace, compound wall or other part of the buildings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites. All electricity charges on account of the aforesaid installation of the Promoter's hoarding/boards/neon signs etc. shall form part of the common area electricity bills/costs and shall be paid by the Allottee, proportionately.

## **12. Said Club:**

12.1 The Developer has decided to provide several amenities and facilities in a social and recreational club within the Said Complex (**Said Club**), intended for use and enjoyment of all allottees of the Larger Project and select outsiders as be determined by the Club Manager (defined below) at its sole discretion (collectively **Other Members**). It is clarified that (1) the decision of the Developer as to what amenities and facilities shall be included in the Said Club shall be final and binding on the Allottee (2) the Other Members shall be given membership of the Said Club, on such terms and conditions as be decided by the Club Manager (defined below) at its sole discretion and the Allottee hereby unconditionally accepts the proposed usage of the Said Club by the other allottees of the Larger Project/Other Members and shall not, under any circumstances, raise any objection or hindrance to the other allottees of the Larger Project/Other Members using all or part of the amenities and facilities provided in the Said Club and (3) the criteria for admission/membership of the Other Members in the Said Club and the terms and conditions of their membership and rules and regulations governing their use of the Said Club and its facilities will be exclusively formulated by the Club Manager (defined below) before the Said Club is made operational.

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

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

**12.4 Facilities of Said Club:** Notwithstanding anything contained in this Conveyance, the Allottee understands and accepts that the Promoter shall have the sole rights and discretions in planning the details and facilities of the Said Club and the same may also be varied at the sole discretion of the Promoter.

**12.5 Commencement of Operation of Said Club:** The Promoter reasonably expects that the Said Club shall be made operational after the entirety of the Said Project is completed and made ready. The Allottee understands and accepts that the Completion Date of the Said Apartment has no connection and correlation with the Said Club becoming operational and the Allottee shall not raise any claim or objection in this regard.

**12.6 Club Manager:** The Allottee understands and accepts that the Said Club (at the sole discretion of the Developer) shall be managed and operated professionally through a club operation and management agency (**Club Manager**), to be exclusively engaged by the Developer, at its sole discretion. Notwithstanding formation of the Association and the Apex



Body, the Club Manager shall at all times continue to look after the maintenance and running of the Said Club. The Allottee further understands and accepts that the Club Manager can only be changed and/or replaced at the sole discretion of the Promoter and the allottees of the Said Complex/Other Members shall have no right to replace the Club Manager.

**12.7 Membership Fee, Security Deposit and Monthly Subscription:** The Allottee understands and accepts that (1) the Allottee does not have to pay any membership fee for membership of the Said Club as the Total Price includes the membership fee but future transferees of the Allottee may have to pay separate amounts towards membership fee (2) the Allottee may have to pay a one-time interest free security deposit for use of credit facilities at the Said Club and (3) the Allottee will have to pay a fixed monthly subscription for membership of the Said Club, irrespective of whether the Allottee resides at the Said Apartment, which shall be determined at the time of opening of the Said Club, at the sole discretion of the Promoter and this shall be in addition to the Common Expenses/Maintenance Charges.

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

**13. Right to enter Apartment for Repairs:** The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas of the Said Project, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **SCHEDULE 'F'**

### **(Common Expenses)**

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

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

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

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

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

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

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

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

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

**16. Execution and Delivery**

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

**Spring City Nirman LLP  
Springcity Buildcon LLP  
Spring City Realtors LLP  
Spring City Ecobuilders LLP  
Represented by their constituted attorney  
Siddha Real Estate Development Private Limited**

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**Through it's Authorized Signatory**

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**Siddha Real Estate Development Private Limited**

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**Represented by its Authorized Signatory**

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**[Promoter]**

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**[Buyer]**

**Drafted by:**

Advocate,  
**High Court, Calcutta**

**Witnesses:**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Father's Name \_\_\_\_\_ Father's Name \_\_\_\_\_

*Siddha Sky*

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

**Receipt of Consideration**

Received from the within named Buyer the within mentioned sum of Rs \_\_\_\_\_/-  
(Rupees: \_\_\_\_\_) for the Said Apartment (excluding Goods &  
Service Tax) based on the carpet area and part of the Extra Charge computed is Rs.  
\_\_\_\_\_/- (Rupees \_\_\_\_\_) and the Goods and Service  
Taxes is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)  
aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)  
) towards full and final payment of the Consideration  
for the Said Apartment And Appurtenances described in Schedule B above.

**Siddha Real Estate Development Private Limited**

\_\_\_\_\_

**Represented by its Authorized Signatory**

\_\_\_\_\_  
**[Promoter]**

**Witnesses:**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name : \_\_\_\_\_ Name : \_\_\_\_\_

Siddha Real Estate Development Private Limited

*S. Bhatia*

Authorised Signatory